-PD ABD-150

EVALUATION

OF

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

ROME, ITALY

Prepared by

NORMAN J. SINGER

Professor of Law and Anthropology
University of Alabama

JUNE 1989

The views and interpretation expressed in the report are those of the author and should not be attributed to the Agency for International Development

PD-HBD-150
ISN 73483

TABLE OF CONTENTS

page

EXECUTIVE SUMMARY.....ix

ACRONYMS.....xiii

I. INTRODUCTION..... 1

II. BACKGROUND..... 2

A. Origins..... 2

1. The Idea for an Institute..... 2
2. Hager, Loris & Blanchi in Cairo..... 3
3. Site of the Institute: Rome..... 3
4. Board of Directors..... 3
5. Administration..... 4

B. OBJECTIVES..... 5

C. INITIAL STRATEGIES..... 5

1. Personal Visits..... 5
2. Marketing..... 6

D. TRAINING PROGRAM..... 6

1. Development Lawyers Course (DLC)..... 6
2. International Business Transactions (IBT) Seminars..... 6
3. Training Workshops..... 6

D. AID SUPPORT..... 7

1. Personnel Support..... 7
2. Seed Grant..... 7
3. PRE Grant..... 7
4. ANE Grant..... 7
5. Secondment of Staff (TDY)..... 7
6. USAID Fellowships..... 7
7. USAID Workshops..... 7
8. Signing and Ratifying of the International Agreement..... 8

E. AMIDEAST..... 8

F. INTERNATIONALIZATION OF IDLI..... 8

Page

IV. STAFF, PARTICIPANTS AND VISITING INSTRUCTORS.....22

A. IDLI STAFF.....22

1. Professional Staff.....22
2. Support Staff.....22
3. Professional Development.....23

B. PARTICIPANTS.....23

1. Criterion for Admission.....23
2. Participant Profile.....24

C. VISITING INSTRUCTORS.....24

1. Reliance on Visiting Instructors.....25
2. Pro Bono Services.....25
3. Institutionalized Arrangements for Visiting Instructors.....25

V. FINANCIAL OPERATIONS.....26

A. OPERATING FUNDS.....26

1. Pro Bono.....27
2. In Kind Contributions.....27

B. FINANCIAL SECURITY.....27

1. Creation of a Surplus.....27
2. Endowments.....28

a. Donor Endowment Funds.....28
b. General Endowment.....28

3. Operational Reserve.....29
4. Excess of Support and Revenues over Expenses....29
5. Fund Balances.....29

C. FUND RAISING.....30

1. Continued Need to Raise Funds.....31
2. Distinction Between Grants and Ad Hoc Funds.....31
3. Self-sufficiency and the Endowment.....31
4. The Importance of Unrestricted Contributions....32

VI. THE TRAINING PROGRAM.....33

A. INTRODUCTION.....33

1. The Target Group.....33

Page

2. Outside Comments.....33
3. The Training Program.....34

B. Course Management.....35

1. The Program Legal Counsel (PLC).....35
2. The Work Study Fellows - Course Assistants.....35

C. THE DEVELOPMENT LAWYERS COURSE (DLC).....35

1. Aims.....36
2. Contents.....36
3. Schedule.....36
4. Teaching Materials..... 37
5. Legal Skills.....37

a. Dispute Settlement - Arbitration.....37
b. Negotiation.....38
c. Reviewing and Revising.....38
d. Planning and Design.....38
e. Summary - Legal Skills.....39

6. Development Law Issues.....39

a. Project Financing.....39
b. Procurement.....41
c. Foreign Investment.....42

7. End of Course Fatigue.....42
8. Course Termination Proceedings.....42
9. Summary.....43

D. INTERNATIONAL BUSINESS TRANSACTIONS SEMINARS (IBT)...43

1. Appointment of a Technical Coordinator.....43
2. Seminar Objectives.....43
3. Seminars that Have Taken Place.....44
4. Seminars Scheduled for 1990 & 1991.....44
5. IBT5E - International Debt Rescheduling.....44

a. Visiting Instructors.....45
b. Participants.....46

E. TRAINING WORKSHOPS.....46

1. Length.....46
2. Subject.....46
3. Diagnostic Visit.....46
4. Cost.....47
5. Workshops that Have Taken Place.....47
6. Workshops Scheduled for the Future.....47

F. STAFF INTERVENTIONS.....48

Page

G. OTHER ACTIVITIES....48

1. Consultative Meetings....48
2. Colloquy....48
3. Twinning Activity....49

H. DOCUMENTATION CENTER (LIBRARY)....50

1. Location....50
2. Catalog....50
3. Importance of Documentation Center to IDLI....50

I. EVALUATIONS....51

1. Formal Evaluations....51

a. DLC Evaluation: Beginning of the Course....51
b. End of Course Questionnaire....51
c. Long Term Questionnaire....52
d. Follow-up Questionnaire to All Alumni/ae...52

2. Informal Evaluations....52

J. EFFECTIVENESS OF IDLI....53

1. Instruction....53
2. Curriculum....54
3. Course Materials....54
4. Admissions Policy....54
5. Documentation Center (Library)....55

VII. IMPACT OF THE IDLI PROGRAM....55

A. THE GENERAL IMPACT....55

1. Enthusiasm for the Mission....55
2. Training....55
3. The Need for IDLI Style Training....56
4. The Quality of IDLI Training as a Factor in
4. Keeping the Demand High....56
5. The Flexibility of the Training Program....56

B. IDLI'S IMPACT ON THE PARTICIPANTS....57

1. Feeling Better Trained....57
2. Able to do Existing Job More Efficiently....57
3. Job Changes....57
4. The Handbooks....58
5. Contacts with Important People....58
6. Tangible Results from Participants....58

C. SUMMARY....59

Page

VIII. SUSTAINABILITY.....59

A. THE ORGANIZATION.....59
B. THE FINANCES.....60
C. DEMAND.....60
D. MARKETING.....61
E. FOLLOW-UP.....61

IX. RECOMMENDATIONS.....62

A. RECOMMENDATIONS FOR AID.....62

1. Finances.....62
2. AMIDEAST.....63
3. Training.....64
4. Replication.....64
5. Feedback.....64

B. RECOMMENDATIONS FOR IDLI.....64

1. Staff Development and Reorganization.....64
2. Training Program.....65
3. Training Workshops.....68
4. Internationalization.....68
5. The Board of Directors.....69
6. Finances.....69
7. Fellowships and Admission.....69
8. Marketing.....70
9. Visiting Instructors.....70
10. The Documentation Center (Library).....71
11. Replication.....72

ANNEXES

B. Scope of Work
B. Interview List
C. Methodology
D. Tunisian Case Study
E. Staff Development Workshop - Fiuggi I
F. Staff Development Workshop - Fiuggi II
G. Logistics Communications
H. Internal Administrative Directives for Days 1-3 of a DLC
I. Application Form
J. ANE Sponsored Participants
K. Geographical Distribution of IDLI Participants
L. Financial Statements - 1988
M. Financial Statements - 1984-1987
N. Value of Pro Bono Services - 1988
O. Fund Raising Record
P Total Amount of Donor Funding Since Inception
Q. Letters and Reports from Alumni
R. Guidelines for Course Assistants
S. Documents Used for Preparing Training Programs

T. Schedule for a DLC
U. Three Case Studies for Participant Re-entry to Their Countries Following the Training Program
V. Seminar Objectives
W. Outline of Coverage in "International Debt Rescheduling Seminar
X. Training Workshop Preparation Example: Project Financing and International Contracts - Barbados, June 1989
Y. Evaluation Responses
Z. Visiting Expert Data Bank Forms
AA. Draft Headquarters Agreement
BB. IDLI Staff 1982-1989
CC. IDLI's Comments on Evaluation Report

EXECUTIVE SUMMARY

A. BACKGROUND. AIDs Asia and Near East Bureau, ANE, has funded this grant to AMIDEAST to support selected programs of the International Law Development Institute (IDLI) in Rome which is devoted to upgrading the skills of developing country legal personnel and processes. IDLI was the creation of two USAID/Egypt Legal Advisors. L. Michael Hager and William T. Loris and a French counterpart Gilles Blanchi.

B. FUNDING. Funds were provided in 1982 as a start-up grant of $500,000 for one year and was supplemented a year later when IDLI had a severe cash shortage. PRE provided a grant of $250,000 which has expired. In March of 1986 an additional three year grant was made to AMIDEAST for IDLI of $989,000, in order to help while the effort to reach sustainability continued.

C. PURPOSE OF THE EVALUATION AND METHODOLOGY. This is the end-of-project evaluation which should also be used to assess the advisability for continued AID support. Inasmuch as there has never been a full scale on the site evaluation, this report provides details on IDLI's operation so that an educated decision can be made.

The evaluation began with a briefing in Washington. Interviews were carried out with AID officials, staff members at the World Bank who have been involved with the Institute, persons at AMIDEAST and others who have participated in IDLI activities. The evaluation continued in Rome where files and working papers of the Institute were read; interviews were conducted with staff and others in Rome who have participated in IDLI programs. Finally, a week was spent in Tunis seeing alumni/ae, USAID officials and other relevant individuals to determine how effective IDLI training has been for the thirty six Tunisians who have participated in programs.

D. IDLI PROGRAM. IDLI offers 32 weeks a year of training program divided equally between English and French. The core of their program is a Development Lawyers Course (DLC) which lasts for 12 weeks. The course focusses on basic legal skills of the development lawyer: advising clients, negotiating agreements, planning and designing legal arrangements in development projects, drafting agreements and other documents, reviewing and revising legal and related documents, monitoring the performance of legal obligations and resolving disputes. These skills are taught in a participatory process with simulations and problems for a five week period.

For the final seven weeks these skills are applied in areas of principal importance to developing country legal advisors: international project financing, international procurement of good, services and civil works and foreign investment.

For eight teaching weeks 4 two week International Business Transactions seminars (IBT) are offered in French and English on technical subjects such as Transfer of Technology, International Transfer of Goods, and International Debt Rescheduling. The seminar program changes each year in order to provide training on the most relevant topics.

Workshops are held in countries which request training on specific topics. Normally the workshop takes place in a developing country and are offered on national or regional basis. The workshop is tailor made to fit the circumstances of the requesting agency or government. There have been four workshops in both 1987 and 1988.

E. IDLI STAFF. The professional staff consists of six people, the Director, 4 Program Legal Counsel (PLC), and an administration manager. The cornerstone of the training program are the PLCs. Two work in English and two in French. They coordinate the Course, DLC, and the seminars, IBT. The administration manager reports directly to the Director and has line authority over the support staff.

F. TRAINING PROGRAM COORDINATION. The PLCs work with visiting instructors who are leaders in their field. Many visitors offer their services pro bono. The visiting instructors in the DLC are to a large extent people who represent donors. They utilize their own documents for teaching purposes. This educates the participants on methods of working with various donor systems. The regular visiting instructors in the project financing section are AID, World Bank, CIDA, and European Investment Bank personnel. Others participate on an ad hoc basis. Agency documents are used in the procurement section of the course. They also come from various donor agencies.

In the IBT seminars there is a technical coordinator, usually an experienced practitioner in the field under discussion. This person works with the PLC and puts together a teaching team, materials and case studies for the two week seminar. A course assistant coordinates the details of the course or seminar when it is in session.

G. PARTICIPANTS. Participants generally come from the developing countries. There have been more Africans than any group of the 787 participants from 97 countries that have been to IDLI since the program began. Announcement for the program are sent to all alumni, selected government ministries and organizations and to all USAIDs throughout the world. The brochures and other publications are of very high quality. Applications are growing, but there seem to be more for the DLCs. For the last English DLC there were 120 applicants for 25 places.

H. IMPACT OF IDLI. They have made a major impact on the developing countries, especially in Africa because of the subject

matter of their training which is essential to a lawyer who works with the development process. They have provided practical training similar to continuing legal education. Many of the participants have realized that both the legal skills and substantive law they learn at IDLI is not what they normally get in their ordinary legal training and they are very grateful for the training. The alumni and participants who were interviewed all spoke highly of their experience and the fact that they are able to use newly developed skills in representing their countries in the international economic sphere. Examples can be given how IDLI training has resulted in important new concepts and procedures: legislation in Tunisia has been passed as a direct result of training at IDLI. There are numerous other examples of direct benefits to developing countries that emanate from IDLI courses and seminars.

I. ADMINISTRATION. This is a very important part of the operation. They use what they call "transparent management." All documents are open to all persons. All business is discussed in open general staff meetings. An operations committee meets every fifteen days with all staff rotating on to it.

J. FINANCES. IDLI has been able to attract support from a wide variety of donors. The Italian government is the largest supporter followed by the AID. The finances have been managed very responsibly. IDLI has had a surplus in their general and administrative operation since 1983. They have created a modest general endowment fund with some of this excess. The Kuwait Fund and the Arab Fund have also provided endowment funds. They are not self sufficient yet, but are clearly moving in that direction. Their most serious problem is that they do not have long term commitments. The Director must fund raise each year. They have received direct funding from approximately thirteen sources including virtually all western donor governments. They have also received ad hoc monies (fellowships for participants) from a variety of other sources. There is at present only $140,000 plus tuition revenues (covering just short of 50% of their projected expenses) and interest income from the endowments ($54,180 in 1988) that can be counted on beyond 1989.

K. RECOMMENDATIONS. Thirty three recommendations were made. Most important is that funding, by a Bureau that serves a world wide consti tuency, be provided at $500,000 dollars per year for five years broken down into three categories: $300,000 for general & administration; $176,000 for fellowships; and $24,000 for library development for each year, totaling, $2,500,000. This represents approximately 16% of both the administrative and fellowship monies for the most recent financial year.

It is also recommended that an administrative reorganization take place. IDLI has been organized into two parallel groups: the English language and French language groups. The recommendation changes their operations to functional lines - with two defined operational functions emanating from the director: one for

program development and the other for instruction.

The recommendation is made to commence Spanish language training with the employment of a PLC by the end of 1989. It is also recommended that a regular series of training workshops be scheduled. It is suggested that two per PLC and one for the Director each year. Recommendations are also made concerning the development of the library; that a cataloque be established, that an ongoing relationship be established with someone to keep up the library and that it be moved to the second floor of the current headquarters to bring it nearer the participants.

ACRONYMS

1. AID - Agency for International Development
2. AMIDEAST - American-Mideast Education & Training Service
3. ANE - Asia and Near East Bureau
4. BADEA - Arab Bank for Economic Development in Africa
5. CIDA - Canadian International Development Agency
6. CLS - Center for Legal Studies, Jakarta
7. CNN - Cable News Network
8. DLC - Development Lawyers Course
9. EEC - European Economic Commission
10. EIB - European Investment Bank
11. ETAP - Tunisian State Petroleum Company
12. FAO - Food & Agriculture Organization
13. FIDIC -
14. FODAG - Food and Agriculture Office of the American Embassy, Rome
15. GTZ - West German Technical Aid Organization
16. IBT - International Business Transactions seminar
17. ICE - Institute of Foreign Commerce, Italy
18. IDLI - International Law Development Institute
19. IFAD - International Fund for Agricultural Development
20. IMF - International Monetary Fund
21. OECD - Organization for Economic Cooperation and Development
22. OPEC - Organization of Petroleum Exporting Countries
23. PRODEC - Program for Development Cooperation, Helsinki
24. PLC - Program Legal Counsel
25. PRE - Bureau of Private Enterprise
26. SSG - Specific Support Grant
27. SIDA - Sweden International Development Agency
28. TDY - Temporary Duty
29. UNCITRAL -
30. UNDP - United Nations Development Programme
31. USAID - United States Agency for International Development

I. INTRODUCTION

On March 28, 1986, the Agency for International Development (AID) signed an agreement with America-Mideast Education and Training Services, Inc (AMIDEAST) which amended AID's Cooperative Agreement with AMIDEAST. This amendment provided a new three year cooperative agreement for $989,000. The agreement ends June 30, 1989. The grant supports administrative costs ($603,000) and 52 fellowships ($386,000).

The findings from this evaluation will fulfill the requirement for an end-of-project evaluation and will provide needed information to assess the advisability for continued AID support for IDLI. There are four major objectives in this final project evaluation: 1) to assess the effectiveness of the project in achieving its stated goal, as described in the cooperative agreement; 2) to determine the impact of the training fellowships awarded to participants under this grant; 3) to assess the organizational and financial sustainability of IDLI after AID funds are completely disbursed; and 4) to identify those features of the project that can be replicated in similar projects.

In order to deal effectively with the four basic issues at hand effectiveness, impact, Sustainability and replicability, I propose to first introduce the basic elements of IDLI, then make a series of specific findings concerning the actual management, both administrative and financial of the Institute, then look in detail at the training program. As we progress through our analysis some of the specific questions posed in the scope of work will be dealt with, other will not. However, in the final section of this evaluation, I propose to make specific recommendations and in doing so will specifically answer those questions posed in the scope of work that have not been answered. In making the recommendations, I have tried, to the extent possible, to incorporate the ideas and judgments of those persons in AID, USAID Tunisia, the IDLI staff, participants, visiting instructors, members of the Board of Directors and other persons who have shown concern for the continued existence of IDLI.

I have taken the liberty of freely appending to this report materials that are important to a proper understanding of IDLI and its operation. There were many additional items that could have been used to provide the flavor of how this Institute has grown up in six years of training activity. There are many lessons to be learned which cannot be included in the body of this report.

It is hoped that, if nothing else, this report will capture the flavor of what dedication to an idea, perseverance and the belief in excellence can produce. The manner in which the profes-

sional staff at IDLI has undertaken its task is a story that should be understood, because we will not just be learning about training lawyers from the third world about participation in the development process, but we will be developing a story of institution building that can be used as a model for training centers in the general sense.

II. BACKGROUND

Bureaucratically IDLI's relation with AID began with the submission in late 1981 of a proposal by L. Michael Hager and William T. Loris to create an international development law institute. In June 1982, the Assistant Administrators of the Near East and the Africa Bureaus approved $500,000 for a one year grant, subject to the willingness of an appropriate organization to be financially accountable as a recipient of funds. AMIDEAST followed up with a formal request in July 1982 for a Specific Support Grant (SSG). On August 18, 1982, AID approved joint Near East/Africa Bureaus funding of the SSG.

A. ORIGINS

1. The Idea for an Institute

The idea for the origin of IDLI was spawned by L. Michael Hager when he was a student at the Kennedy School of Harvard University following two years as a member of the Faculty of Law in Monrovia, Liberia. Mr. Hager published "The Role of Lawyers in Developing Countries" in the American Bar Association Journal, 58:33-38 (1972). He followed that with a Working Paper for the World Peace Through Law Conference in Abidjan in 1973 entitled "Development Law" for the Developing Nations in which he called for the :

> "establishment of 'development law institutes' to service the development agencies of government, conduct research, and provide advance training for development lawyers. With competent leadership and ample library facilities the development law institute may serve a threefold purpose. It can assist the planners and legislators in proposing changes in the law. It can provide an available pool of development oriented lawyers to serve on interdisciplinary teams. And its research facilities can tap the tremendous 'idea bank' of comparative law. Requiring only a modest budget and a small staff, the development law institute could become the effective means of introducing the concept of development law."

2. Hager, Loris & Blanchi in Cairo

The idea did not take on formal reality until the combined thinking of L. Michael Hager, William T. Loris and Gilles Blanchi explored the ideas, Hager had put forth in his earlier articles. All three at the time were working in Cairo, Hager and Loris as USAID Legal Advisors and Blanchi as the Director of the French Language Extension Law Center. After exploring the idea and examining the possibility of making an "Institute" a reality for over eighteen months, an attempt was made in 1982 to get support for the idea. On the recommendation of an Egyptian lawyer, Ahmed el Kosheri, contact was made with Dr. Ibrahim F.I. Shihata, then Director General of the OPEC Special Fund and now Vice President and General Counsel of the World Bank. Dr. Shihata later became Chairman of the IDLI Board of Directors. His response to the idea of an institute was positive and enthusiastic. He remains today a very important element in the successful development of the Institute. At the outset, however, he was important not only for the direct role he played in helping to obtain support to establish IDLI, but he is part of a group of highly placed personages who supported the idea. Because of competing interests many of these influential persons were unable to translate their belief into direct action until IDLI was created. They have remained loyal supporters and active advocates of the idea.

3. Site of the Institute: Rome

IDLI was located in Rome. This decision was made because of the centrality of location to its proposed constituency - the Middle East and Africa. The existence of three potentially useful resource organizations (FAO, IFAD and UNIDROIT) was an element in the decision. It should be noted, the all three organizations do play a role in the IDLI program. Finally, the fact that the Italian government was supportive of the idea played a role in the ultimate decision. The location of the Institute does not now seem to be an issue. There are some bureaucratic problems of location in Rome that do come up periodically. Of relevance to AID is the fact that a special waiver is required for third country training when an AID or USAID funded person is to be a participant. This issue did cause some problems for IDLI in the early days, but a blanket waiver has been issued which makes it unnecessary to go through the steps of obtaining the waiver for each person who is to participate in an IDLI program.

4. Board of Directors

A Board of Directors was appointed under the Chairmanship of Dr. Ibrahim Shihata and convened on March 18, 1983 in Vienna. Mrs. W. Antoinette Ford and Dr. Hans Blix were elected Vice-Chairmen. The Board is elected for a three year term and is self-perpetuating. Members were carefully selected to represent both the legal profession internationally and to provide a balance between North and South. There has been some turnover, in membership but the Board functions quite well. Twelve of the

sixteen positions are filled. The Board decided to keep the remaining positions vacant until IDLI functions fully as an international organization. The Board holds an Annual Meeting in March and the Executive Committee meets at the time of the annual Board meeting and in October as well. The board meeting is divided into two parts. During the morning session representatives of signatory and non-signatory donor states are invited to attend. The afternoon session is behind closed doors with the Board and relevant senior staff in attendance. At the time of each Board meeting a social event is held inviting members of the diplomatic corps and other persons of relevance to the Institute resident in Rome.

Aside from their normal functions as board members (e.g. approving annual work plans and budgets, reviewing the financial situation, advising on the development of the training program, etc.), many of the members have played an important role in extending the Institute's reputation. They make important contacts between it and potential donors. There has also been an active participation in the training programs; with Board members helping to develop overseas Workshops and serving as visiting instructors. The Board has played a crucial and intimate role in shaping IDLIs direction and orientation.

The original participation on the Board of the AID Assistant Administrator for the Near East, W. Antoinette Ford was terminated, to avoid the appearance of any conflict of interest, since AID, at the outset was the sole funder. This prudent act on the part of Mrs. Ford is significant of how delicate the situation was perceived in the beginning. It might now be appropriate for an AID personage to once again assume a place on the Board. This is especially true since the US has been one of the original signatories and ratifiers of IDLI as an international organization.

IDLI has been very fortunate to have been able to skillfully deal with delicate situations over the short life of the Institute. It is due in large part to the care and commitment with which the Board of Directors has dedicated itself to the ongoing program.

5. Administration

According to its Bylaws, IDLI is to be managed by a Director appointed by the Board for a five year term. The Director will appoint up to six program legal counsel (PLC). The director is L. Michael Hager now serving his second five year term. There are four program legal counsel; two of whom are designated as Senior Program Legal Counsel - Messrs. Loris and Blanchi. There is also an administration manager, Mr. Pasquale Ferraro who is in charge of finances and general administration. These six persons constitute the senior staff and have the responsibility for the overall administration of the Institute.

B. OBJECTIVES

The Institute's overall purpose is to help developing country legal advisors and lawyers play a constructive role in the development process. More specifically IDLI courses and seminars are designed to achieve:

- more efficient use of scarce development resources;
- more effective project implementation; and
- fair agreements for Third World countries

IDLI has repeatedly taken the position that increasingly in international transactions and in development projects financed by cooperation agencies, law is recognized as a vital element, not only in expressing the "rules of the game" but also in providing a vehicle for national development policies. Many countries have undertaken to draft broad new economic legislation and at the same time to provide legal services to government ministries and public enterprises. For these purposes they need to have persons with broad practical legal training. Other countries are seeking to upgrade the skills and knowledge of their lawyers. They recognize that lawyers trained for adversary proceedings in the law courts often lack the skills and information necessary for effective in-house government legal advising.

IDLI treats legal skill and legal information as "technology." The Institute conceives of itself as the instrument for transfer of that technology. It offers practical skills training, see pp. 35-37 below. It also provides an opportunity for developing country legal advisors to understand and use the rules, procedures and practices which underlie international transactions, both in project financing and private international contracting.

C. INITIAL STRATEGIES

1. Personal Visits

Once AID had provided the seed grant, L. Michael Hager and Gilles Blanchi took several trips to twenty three countries. During this time they met with potential donors and clients, eliciting their interests and acquainting them with the Institute. Countries visited were Italy, France, West Germany, Norway, Sweden, Great Britain, the Netherlands, Belgium, Canada, the U.S.A., Kuwait, Tunisia, Jordan, Ethiopia, Sudan, Egypt, Algeria, Senegal, Ivory Coast, Cameroun, Tanzania, Zimbabwe and Kenya. Organizational contacts include AID, EEC, UNDP, World Bank, BADEA, Arab Fund, Kuwait Fund, local bar associations and law faculties. At the same time the Institute deftly drew on the network of its staff, Board and friends to recruit expertise, visiting staff and supporting funds. The initial efforts of the Institute reflected the personal background of the staff and supporters and many of the working materials reflected the

background documents of their own parent organizations. This is no longer true as the Institution is operating now through a network developed during its six years of existence and relies less and less on the original expertise and loyalties.

2. Marketing

The marketing strategies from the outset were well thought out. They used diplomatic and organizational channels to publicize the Institute and its offerings. For example, the AID/FAO Representative at the U.S. Embassy in Rome transmitted and received communications on behalf of the Institute with USAIDs worldwide. Even today program announcements that are sent through the AID/FAO FODAG office are known as "Ilsagrams" in honor of the person who has loyally kept this network informed over the years. Other sources have also been utilized.

D. TRAINING PROGRAM

The regular training program of the Institute consists of thirty two weeks a year of residential training in English and French. The program is actually parallel; sixteen weeks of English language training and the same in French.

1. Development Lawyers Course (DLC)

The twelve week Development Lawyers Course (DLC) emphasizes basic development lawyer skills; advising, planning, negotiating, drafting, monitoring performance and resolving disputes in the context of project financing, international contracting and foreign investment. It is designed for the junior to mid-level government lawyer with hands-on responsibilities for international negotiations, procurement contracts, financing agency agreements or foreign investment arrangements.

2. International Business Transactions (IBT) Seminars

The two week International Business Transactions seminars address more specialized law-related development topics, such as "International Construction Contracts", "Debt Rescheduling Agreements" and "State Owned Enterprises." Seminar topics change each year to meet current training priorities. The seminars are designed for specialists; those legal advisors and others with negotiating or drafting responsibilities in the subject matter of the seminar being offered.

3. Training Workshops

Training workshops are conducted on request. Normally, workshops are held in a developing country on a national or regional basis. Each program is tailor made to meet a locally defined need.

E. AID SUPPORT

AID has played a continuous leadership role in IDLI's establishment: from the feasibility study in 1982 to its reestablishment as an international organization in 1988.

1. Personnel Support

AID granted leave-without-pay in August 1982 to two of the Institute's three founders (Messrs. Hager and Loris), who were then Agency Legal Officers. They served on that basis until February 1986 when their employment status was changed to "reimbursable detail." In March of 1989 Mr. Hager retired from AID. In August 1989 Mr. Loris will terminate his relationship and will be solely associated with IDLI.

2. Seed Grant

AID contributed US$ 500,000 as a seed grant in August 1982 for the initial IDLI project "feasibility/organization" phase and an additional US$ 135,000 in March of 1984 as bridge financing.

3. PRE Grant

In September 1985 the AID Private Enterprise Bureau made available to IDLI through AMIDEAST(Cooperative Agreement No. DPE-2038-A-00-5071) the sum of US$ 250,000 over a two year period for fellowships, program support and training workshops. This grant was not renewed.

4. ANE Grant

In June 1986 the AID Asia Near East (ANE) Bureau made available to IDLI through AMIDEAST (Cooperative Agreement No. ANE-056-A-00-6048-00) the sum of US$ 989,000 for both institutional support and fellowships. This agreement expires on June 30, 1989.

5. Secondment of Staff (TDY)

AID has regularly assigned members of the General Counsel's staff and Regional Legal Advisors to serve as short-term visiting instructors in IDLI courses and seminars.

6. USAID Fellowships

USAID field missions have provided *ad hoc* support by sponsoring fellowships. Through IDLI's 28th regular program offering in June 1988, 92 participants from 28 countries have received *ad hoc* fellowships from USAID field missions.

7. USAID Workshops

USAID field missions have also financed three in-country

workshops and one institutional "twinning" arrangement. For example, the Transfer of Technology Workshop held in Karachi, September 20-24, 1987 was sponsored by the USAID mission in Pakistan.

8. Signing and Ratifying the International Agreement

On February 5, 1988, the United States joined seven other governments in becoming a signatory of the "Agreement to Establish the International Development Law Institute", which transformed IDLI from a non-governmental organization to an international (i.e. intergovernmental) organization. The United Stated followed up the signing of the agreement with an Executive ratification and became the first of three ratifying governments.

F. AMIDEAST

The actual AID Cooperative Agreement is with AMIDEAST, as noted above. This was done in the early days when the first Cooperative Agreement was made in 1983 from the Near East and African Bureaus jointly. The AID funds are passed through it to IDLI which is legally the subgrantee. This arrangement was originally made because IDLI did not have any formal organization and the original project authorization required that funds be administered by a suitable financially accountable organization. Besides serving the specific function, AMIDEAST has also provided logistic and recruitment assistance to IDLI as requested and, at a crucial moment, advanced its own funds to assure the program's uninterrupted continuation. The cost of servicing the grant by AMIDEAST has been reasonable ($8,762). Since its initial conception IDLI has obtained legal status as a foundation in the Netherlands ("Stichting") and as a nonprofit organization in the U.S.A. (District of Columbia) and more recently as an international organization. As such the original fiduciary necessity for using AMIDEAST no longer exists. Its value to IDLI as a Washington liaison should not be lightly dismissed.

G. INTERNATIONALIZATION OF IDLI

1. Establishment as an international organization

The "Agreement for the Establishment of the International Development Law Institute" signed on February 5, 1988 has not yet come into force. Under Article XIV of the Agreement, notification of the Depositary by at least three signatories that the procedural requirements of their national legislation have been met is required for the Agreement to come into force. As of March 1989 two signatories (The United States and Sudan have notified the depositary. It is understood that a third, Egypt, has now completed ratification procedures. Officially, this puts the agreement into effect.

2. Headquarters agreement

With ten signatory nations and the required three ratifications IDLI is now in a position to negotiate a headquarters agreement with the Italian government. A draft, based on the IFAD agreement was referred to the Italian authorities in September 1987 and a suggestion was made that perhaps an agreement that was not so lengthy might be more satisfactory. Reference was made to the potential Italian ratification in the 1989 Annual Meeting and it was hoped that the process would be complete by the end of 1989. It was suggested that discussions be entered into concerning the headquarters agreement so that when the ratification process is complete and the new organization has come into existence there can be a relatively smooth transition in terms of the headquarters agreement. On May 15, 1989 a redrafted, twenty seven article, headquarters agreement was submitted to the Legal Department of the Ministry of Foreign Affairs.

III. ADMINISTRATION

A. IN GENERAL

1. Overview

There is a great deal of concern with proper management at IDLI. As the Director Michael Hager stated repeatedly during the evaluation that the goal of IDLI is to perform with excellence. To achieve this goal, he has undertaken studies of management styles. The IDLI goal is to encourage staff so that there is a high level of motivation in a democratically run organization with little or no class distinction. The objective based criterion referenced instruction system is utilized and is taken very seriously, both from a managerial and instructional perspective. The Director has developed a management model for himself that he follows very closely. Because of the emphasis put on management and management style, I have chosen to describe the mechanics closely as this gives a clear view of what IDLI is attempting to be.

2. The Committee System

The management system calls for a set of committees that meet monthly or every two weeks to discuss their function. Most important for the overall functioning of the Institute are the Program, Operations and Admissions Committees.

a. The Program Committee

The Program committee meets monthly and is made up of professional staff. The committee met during the evaluation and I was able to sit through the entire two and one half hour discussion which reviewed and updated all of the pending programs. Most of the discussion revolved around the Training

Workshops and staff interventions, but a number of other policy matters were also discussed.

b. Staff Meeting

There was also a full staff meeting (They take place every fifteen days.)which I attended. This was a full discussion of all aspects of IDLI business for everyone in the Institute. They covered finances, admissions, evaluations, logistics, course progress (DLC6E was in week eleven), computerization, Gilles Blanchi's visit to Belgium and other program development issues, the visit and filming by CNN, prospect of finding a new and larger home for IDLI, and the progress of the process of internationalization in general and the plans for the signing of the International Agreement by the Chinese in particular. All staff were present. Each person who had a matter to raise did so. The atmosphere was quite relaxed.

c. The Operations Committee

The Operations committee which also meets every fifteen days has six members who sit on a rotating basis. The Director is Chairman, one PLC, the Administrator, one Admissions person, the logistics person and a representative of the secretarial staff. Each of the persons who represent others in their areas are responsible for communicating the actions of the Operations Committee to their colleagues. This is all know as the "Project team approach."

d. The Admissions Committee

The admissions committee is made up of the admissions officers, the PLC who is coordinating the course or seminar for which decisions have to be made, the administration manager and the Director. Meetings are called on an ad hoc basis when the admissions officer has enough applications to merit some decision. The admissions office attempts to make as many decisions on candidates as early as possible because of the uncertainty of funding. The process is very fluid and the admissions officer will often send applications around for others to see in order to give as many people a chance to see the application as possible prior to the actual meeting.

e. Internal Communications

This management style is supported by the maintenance of an action board and three files which sit on a table in the hallway and contain information which dates back approximately one to three months. These three files are for memcons, correspondence and telexes. Although they are there for all staff members to read, it is expected that the professional staff read them and cross out their names when they have finished their reading. It is not clear how faithfully these files are read, although when asked each of the professional staff members noted

that when they remember they usually take one of the files (usually the memcons) home overnight and read it through. This method of total information for all staff was referred to as "transparent management." As noted elsewhere it seems to have positive effects, especially among the support staff as they seem pleased to be considered such an integral a part of the operation.

3. Staff Development Workshops

There have been some important turning points in the evolution of IDLI. Perhaps among the most important was the outcome of the Staff Development Workshop held 26-29 September 1985 referred to as Fiuggi I (See Annex E). The course had significance because it:

1. Clarified the organizational structure,
2. Identified leadership role
3. Developed roles for members of the management
4. Conceptualized the role of the trainers

However, the role that the Staff Development Workshop played most importantly was to change the founding partners from entrepreneurs who were primarily spending their time selling the Institute into managers who were expected to manage a living organism.

In light of the fact that of the thirteen participants at the 1985 Workshop only six are now employed by IDLI, the Director felt it was time for a Second Staff Training Workshop (referred to as Fiuggi II even though it is going to take place in another location). It is scheduled to take place June 21-25, 1989 and will cover ten subjects related to team organization and management (See Annex F).

4. Course and Seminar Management

The Institute deals with their management issues with great care. There is a separate office of logistics in IDLI that is responsible for the arrangements, comfort and general well-being of all guests, visiting instructors and participants who come to the Institute. There are prepared "information" sheets that provide both directions and reminders of all the steps that have to be taken when a Course or a Seminar is about to begin (or for that matter whenever there is an IDLI function that must be performed. For examples of this type of communication see, Annex G.

a. Logistics for Participants

All activities relating to the logistics for a course or seminar are also extremely well organized. Participants receive detailed direction on all arrangement necessary for their participation in a course or seminar at IDLI. Annex H, contains

the internal administrative directives that apply during the first three days of a DLC. In fact, the organization is sotightly managed that in the course trainers book, one finds an outline of the opening day speech that is given to the participants.

Participants in the DLC are housed for the initial week in a local hotel and then are assisted in their attempt to find housing (generally, a furnished apartment) for the duration of the twelve week course. They are given a list of available housing that has been located for them by the Institute; the logistics officer will telephone the landlord and make any arrangements that are necessary. The participant has available in his housing pamphlet a one page word list of the Italian that is necessary to deal with a prospective landlord. In addition for one hour on the third day of the program, prior to the time that the participants venture out to see about their housing, a "survival" Italian lesson is provided along with a question and answer period concerning potential lodging arrangements.

Needless to say, during the interviewing virtually the only negative comment I received from the participants concerning their stay at IDLI was the fact that they had difficulty negotiating with non-English speaking landlords when they were searching for accommodations. However, this problem has arisen in the past and was well taken care of by the Institute management even though some people still made complaints.

A member of the Italian Bar and a some time visiting instructor at the Institute has taken steps to form an organization to be called "Friends of IDLI". The organization will not only recognize the work IDLI is doing, but at the same time provide hospitality to the participants. They will arrange tours of the courts and try to provide opportunity for a participant to learn about the Italian legal system. There will also be a social event for each course where participants will get to meet members of the Italian legal profession. The group actually exists now, but it is it still in its formative stages. The fact that a group of Italian lawyers have gotten together to form this group indicates the level of respect for IDLI is quite impressive.

b. Logistics for Visiting Instructors

The logistical support for the visiting instructor is also very tightly structured. The logistics officer gets in touch with each person who is coming to visit and informs them of all aspects of the administration and logistics for their visit well in advance of scheduled arrival date. All of the visiting instructors were happy with the logistical support they received. A few did feel that the hotel closest to the Institute which is where most of the visiting instructors stay is not of high enough quality. I had the pleasure of staying there and found it

adequate in all respects and rather convenient to IDLI.

B. THE PHYSICAL PLANT

1. The Configuration of Space

Since its inception IDLI has had three homes. They have progressed since the days they were located over a noisy bar. The move to the premises at Via Paolo Frisi 23 has provided the staff with a sense of pride and also, for the interim, given the Institute presentable quarters. With the increase in the number of staff, a space "crisis" existed during 1987 which was partially remedied during 1988 when part of the ground floor of the building at Via Paolo Frisi 23 became available. The additional 120 square meters became part of the Institute on July 1, 1988 and provided a 20% increase in the overall physical space. The Administrative offices, library and photocopying facilities were relocated to the ground floor, making available significant improvements in the training and participant facilities two floors above. The improvements included two rooms for small group exercises adjacent to the large training room and a larger and more accommodating participant lounge. A reception area was also added to the ground floor facilities.

2. Future Housing Plans

The rent and utilities expended for the premises in 1988 was US$106,659. The continuation of this expense is dependent on the completion of the negotiation for the headquarters agreement. The Italian government will then provide the Institute with facilities without cost. The Institute is therefore faced with the possibility that the Italian government will ask them to move to facilities in a section of Rome that is unacceptable. With this in mind, the Institute has initiated in a preliminary way a search for adequate housing in the area of Rome they would prefer. They have located a possible future home close to their present location in Parioli. A careful consideration of how to proceed with the possible acquisition of this facility is now underway. If IDLI does get access to this desirable building, once the headquarters agreement is finalized the Italian government would cover the cost whether it be rent or mortgage payment.

C. MARKETING

One of the factors that has kept the Institute in good standing is the high quality of its marketing. Not only do members of staff travel regularly to meet people, but as the network they serve through the visiting instructor program and the the number alumni/ae grows, the support group for IDLI is expanded.

1. General announcements

The core of the marketing program are the publications. There are essentially five publications that are disseminated from IDLI during each year: The Brochure, the Poster the Training Program Announcement, the Annual Report and the Bulletin. Great care is put into the planning, design and production of the publications. In 1988 over US$ 47,000 was spent on printing and reproduction and over $31,000 on postage and courier services. A large proportion of both of these figures relates to the marketing program. For example, when the Training Program Booklet comes out, usually at the end of May, announcing the following year's training program, it is sent along with two application forms, a Poster, and a brochure to a mailing list of over 2,700 persons including all alumni for whom there are addresses (virtually all) and to government and private sector organizations that have become part of the IDLI network.

a. The Brochure

This is a general information folder with pictures of participants explaining in general terms the nature of the Institute and the training program. It is redone annually and is disseminated widely.

b. The Poster

The poster which is sent together with the Training Program announcement is a very well presented announcement of the training program. It lists the courses available for the coming year. It is sent out in June with the announcement of the program that commences in January of the following year. The lead time is over six months from the time the mailing is sent from Rome to the time the program begins.

c. The Training Program Booklet

The Training Program Booklet also come out annually to announce the training program for the following year. It provides much more detail than the Brochure. It gives the reader general information about IDLI, the full scope of the training program with a description of the Course, the Seminars and Workshops. It then presents the schedule, with a 200 word description of each course and seminar. This is followed by a description of the admissions procedure including: participant qualifications, admissions requirements, selection criteria, application procedure, accommodations and attendance policy. The rest of the Booklet deals with costs, financial procedures, and fellowships. It is well presented and revised each year.

d. The Annual Report

This is the product of the administration's submission to the Board of Directors at their annual meeting in March.

Following the discussions, the necessary revisions are made to the document and it is sent for publication. This is generally ready for distribution during July and is sent out to the network of IDLI friends and alumni.

e. The IDLI Bulletin

The IDLI Bulletin was first sent out in December 1984 in order to provide a continuing forum for the exchange of information and ideas between IDLI and alumni. Feedback was requested from each of the alumni on an ongoing basis. In fact, a questionnaire was included in the first Bulletin asking for updated information and some feedback about the manner in which training decisions are made in the alumni's country.

The Bulletin itself is a high quality information sheet. It presents all relevant information about the Institute. Staff changes, staff activities, the funding situation relating to fellowships, a bulletin board with announcements of a general nature and the information about alumni. The Bulletin has been appearing on a regular semi-annual basis. It is now dated March and September. Nine have appeared; the tenth is due to be delivered to the printer at the end of September 1989 for October distribution.

2. Specialized Announcements

IDLI does mailing of specialized announcements approximately three months before each course or Seminar. They have targeted agencies and groups that receive the Poster and Training Booklet with application forms. This specialized mailing will go to government ministries worldwide that deal with the topic of a Seminar. It will also be sent to Embassies in Rome or elsewhere to be communicated with the proper authorities "back home." Finally, there is what is known as the "Ilsagram" which is sent out to all USAIDs announcing the fact that a seminar is to take place. This is generally given a three month advance notice

3. Staff Travel

There is constant motion by staff, whether it be for purposes of fund raising, the development of Workshops abroad or to simply bring IDLI to people. Just under US$ 46,000 was spent in 1988 for staff travel or monies marked for fund raising travel expenses.

4. General Presence

IDLI tries to maintain a general presence wherever possible. Whether it is by intervening in Conference and Seminars or writing an article, there is a recognized need to be present or to present IDLI wherever possible. For example, the recent CNN news item which was played throughout the world commencing on the 26th of May was considered to be an important marketing out

reach.

A partial bibliography of IDLI articles and presentations is as follows.

a. Hager, Training Lawyers for Public Management - The IDLI Experience, The Journal of Professional Legal Education, 4:2:54-59 (1986).
b. Ruttley, Lawyers and Development in the Arab World, Arab Law Quarterly, 1:4:409-421 (1986).
c. Hager, Training Lawyers for Development: The IDLI Experience, Third World Legal Studies, 1986:57-62
d. Hager, Small-scale Petroleum Exploration in the Developing Countries: Building a Legal Framework - Opinion, Oil & Gas: Law and Taxation Review, 4:2:35-36 (1986)
e. Hager, Book Review - Fisher & Brown Getting Together: Building a Relationship that gets to Yes (1988), Foreign Investment Law Journal, 3:1:242-3 (1988).

Some of the staff interventions that have taken place over the past two years include:

a. Introduction to Negotiation and Donor Financing at the Italian Institute of Foreign Trade (ICE) - Government Trade Officer, African Countries - Rome, May 1987
b. Legal Aspects of Tourism Development Projects, World Tourism Organization - Government Tourism Officials, interregional - Granada, Spain, July 1987
c. Negotiation and Trade Contracts, Italian Institute of Foreign Trade - Government Trade Officials, Asian countries - Rome, November 1987
d. The Use of Consultants for Projects and Cooperation and Relationships between Buyers, Local and Foreign Consultants, Suppliers and Contractors, Programme for Development Cooperation (Prodec) Helsinki School of Economics - Procurement Specialists. African countries, Nairobi, November 1987
e. Legal Aspects of Tourism Contracts, World Tourism Organization Interdisciplinary Study Cycle of Tourism - Las Palmas (Canary Islands, February, 1988
f. Legal Framework for International Transactions and Introduction to Negotiating Techniques, Magistere Program, University of Aix-en-Provence - Aix-en-Provence March, 1988
g. The Law of Development: A Concept or a Tool, The Role of Law in Financing of Development in Africa, sponsored by the Ministry of Economy, Finance and Planning, Government of Central African Republic and CIA - Bangui May 1988
h. Negotiation and International Contracts, Italian Institute for Foreign Commerce (ICE) Expert Promotion Course - Rome, June 1988
i. Legal Aspects of Privatization, Privatization Roundtable sponsored by the Turkish State Planning Organization with financial assistance from OECD, Technical Coopera-

tion service - Ankara, October 1988

D. ADMISSIONS AND FELLOWSHIPS

The admission and recruitment functions are performed by two administrators who divide the work by anglophonic and francophonic traditions. The procedures developed by the Admissions officers has become institutionalized to a great extent. There are still problems one has to deal with both because of communications and funding considerations. The officers have developed a workable procedure which starts with the mailing of the general announcement of the annual program of the Institute. The application (Annex I) when completed provides both the profile of the candidate and the information of the funding status. The announcement provides leads to the candidates who are in need of funding. It is usually necessary for the Institute to work along with the candidate in securing the fellowship from an outside source. The internal fellowship funds which exist are not used generally until it is determined that a candidate who is desirable will not get ad hoc (outside) funding. The uncertainty of the funding source often puts both the Institute and the candidate under pressure as the date of the Course or Seminar nears.

IDLI does have its own donor provided scholarships which it uses in conformity with the required conditions, but the balance between outside and inside funding is important to the overall fellowship program as we will see.

1. The Process of Admission

The process of admitting candidates takes place at regular intervals when there are a pool of applications for the Admissions Committee to review. The process can start as early as four months before the commencement of the program.

a. Application for Admission to a DLC

An analysis of the statistics of the Admissions office indicates an increasing number of applicants, especially for the DLCs. As the funding situation settles fewer applicants will have to be admitted to fill a course or seminar. This increase takes pressure off the admissions office. It also allows the admissions committee to select persons with higher level and more appropriate qualifications. The following table breaks down the application process for the DLCs, first for the English and then the French. It is instructive as it shows a clear development of both the demand for the course and the ability of IDLI to serve a constituency that is better selected. See Annex J. for a list of ANE sponsored participants.

Course	Applications	Acceptances	Rejections	Participants
DLC1E	32	29	3	19

DLC2E	56	30	26	23
DLC3E	69	43	26	23
DLC4E	77	52	25	22
DLC5E	79	40	39	25
DLC6E	120	54	66	27
---	---	--	--	--
DLC1F	57	45	12	20
DLC2F	75	33	42	22
DLC3F	53	34	19	25
DLC4F	93	45	48	24
DLC5F	61	36	25	25

DLC6F (To take place at the end of 1989.)

It is evident that the twelve week course is stabilizing. The first courses, both in English and French, were more or less open to whomever IDLI found to apply. From the first courses, fellowship funding was apparently available. It was not necessary to accept many more than the desired capacity of twenty five in order to fill the course with twenty two to twenty five students. As time has gone on, there has been a relatively steady increase in both the number of applicants and rejections. This reflects positively that IDLI is generating interest. It should not be forgotten that the marketing program has allowed the PLCs to go the field on promotional visits has been a continuous process. The effect of these visits is especially apparent on the Francophone side.

b. Application for Admission to an IBT

The Seminars which only meet for two weeks on specialized subjects have had a slightly different history. The following table shows that the seminars have had fewer applicants and thus have had less of a choice in selecting participants. The Institute has had to select Seminar topics that satisfies the constituency they want to serve. Although the founding members of the Institute traveled throughout the third world and presented their ideas, they still did not have a true picture of what the reaction to the program would be until they commenced operation. Not only is the selection of Seminar topics crucial, but IDLI's credibility has to be tested through their training program. As IDLI has become institutionalized, the number of applicants has gone up and the quality of the participants has improved. Although the most consistent comment by Tunisian alumni was that the level of the participants was uneven.

Applicants, Rejections & Participants in the IBT

Course	App	Acc	Rej	Part	Course	App	Acc	Rej	Part
IBT1E	34	32	2	23	IBT1F	32	32	-	25
IBT2E	49	44	5	18	IBT2F	26	26	-	20
IBT3E	31	30	1	21	IBT3F	53	33	20	22
IBT4E	48	35	13	23	IBT4F	38	35	3	26
IBT5E	38	35	3	22	IBT5F	42	34	8	29
IBT6E	42	29	13	24	IBT6F	37	27	10	21
IBT7E	35	31	4	27	IBT7F	78	34	44	31

IBT8E	55	34	21	25	IBT8F	27	24	3	20
IBT9E	49	38	11	25	IBT(F	7	29	8	26
IBT10E	60	37	23	28	IBT10F	42	39	3	27
IBT11E	42	39	3	24	IBT11F (Takes Place June 4-17)				

The picture looks uneven at best. There have been numerical fluctuations in both the French and English program applications. According to people interviewed, because of the uncertainty of funding there are still many people who do not apply. They feel that the process of searching for a fellowship is too disruptive and uncertain. Some just do not want to get into the competition for funds. Far too many participants indicated that they were without certain funding into the last week before the course began. This issue is often the key reason why IDLI accepts such a high number of applicants. However, even when there is an abundance of applicants they must still accept 40% more than they can accommodate. This situation must be considered carefully in order to provide for the future stability of the Institute.

2. Approval of the Candidate for Training by his Government

The problem of selection and funding also has its reciprocal for many candidates back home. There were many stories of bureaucratic blockage of potential participants in various countries. In Tunisia I was able to visit with the person who clears all persons who apply for foreign training with American funding. He is often told at the last minute that an organization would like to send a person or two to IDLI. He has been refusing to authorize persons who approach his office with such requests. His position was simple; if an organization would like to send someone for training to IDLI (or elsewhere) they should inform him of the application and provide him with whatever information is available, including the name of the person, on a timely basis. If he is aware of what is happening, he can then make the determination if the training is appropriate for the person nominated. Unfortunately, many people use personal contacts to by-pass the system and go directly to a high ranking person who they expect to intervene for them.

Thus, when IDLI telexes to various countries to make sure funding is available for a person they have accepted, they do not know what machinations are taking place locally. It is important to realize that the fact that a person has been nominated by his superiors for participation at IDLI does not necessarily mean that he has been cleared by the proper authorities to participate in the training program. I was informed that if the applicant for training does not have to apply for money locally, the approval of his superiors is all that is necessary. This appears to be one of the strongest arguments for providing IDLI with fellowship money that they can award to the persons who they select for participation. They would then not have to depend on the bureaucracy in the home country of an applicant. It should be determined if providing money centrally for fellowship would by-pass the central authorities - as I may have simply confronted

the situation which is unique to Tunisia.

For 1989 the Institute allocated their in house fellowships in the following manner:

	IBT11E	IBT12F	DLC6E	IBT11F	DLC6F	IBT12E
USAID/ANE	3	2	2	2+		
Italy	0*	4	5	12	5	8
Netherlands	3+tuit	2	2	.5		
MacArthur Found	7	3	1	1	1	2
Arab Fund	1	1		.5		
Sweden (SIDA)	3		1	1		1+tr
France		2		2		2
TOTAL	17+tuit	14	11	19	9	11+tr

The picture looks positive when one realizes that through the various donors, the fellowship fund is at a decent level for 1989. If an average of 25 participants per course is considered optimum, the Institute has the ability to fund seventy one (71) places or just short of 50%. There are at least three concerns that emerge. First of all,it is clear that the other 50% causes the problems. It is the prospective participants who have to find the fellowships themselves. Granted, IDLI provides some leads and will Telex or make other contacts with possible sources of funding to facilitate the process, but the burden is still on the individual who desires to attend the Course or Seminar. Secondly, the cupboard looks bare after the close of 1989. Virtually all grants have to be renegotiated. The Italians who have provided major support have not indicated that they will stop supporting, but the continuation of support has not yet been secured. Thirdly, the admissions office is not able to make early decisions on who will receive the in house fellowship money since it is unclear who is going to receive the ad hoc fellowship support or receive support from his/her own agency.

The dollar value for fellowship available for the six programs for 1989 were projected to be as follows on March 31:

Donor	Total US$ Available	IBT11E	IBT12F	DLC6E	IBT11F	DLC6F	IBT12E
Netherlands	66,000	17,672	11,532	32,806	4,000	-	-
MacArthur	102,452	33,947	16,000	19,570	6,000	17,000	10,000
SIDA	68,700	14,731	-	25,893	6,000	17,000	5,000
AID/ANE	74,474	16,813	11,562	32,327	13,772		
Arab Fund	13,233	4,493	5,000	-	3,740	-	-
France*	NA		(2)		(2)	(2)	
Italy*	NA		(4)	(5)	(12)	(5)	(8)
TOTAL BY COURSE		87,656	44,094	110596	33,512	34,000	15,000

* The French and Italian contributions can not be quantified as they provide support by number. Rough estimation for each would be France $52,000 and Italy $280,000.

4. Criteria for Awarding Fellowships

The allocation of the fellowship monies is often controlled by conditions. The conditions are as follows:

a. AID/ANE - Lawyer, Mission (USAID) concurrence.
b. Netherlands - Africa; Lawyer; Women
c. Italy - Must be sent through appropriate channel (Meaning dossier must be submitted to the Italian Embassy, person must be accepted and the Ministry of Foreign Affairs must concur.) No travel included unless approved separately.
d. MacArthur Foundation - Lawyer preferred from a developing country.
e. Japan - Lawyer from the Asia/Pacific Region.
f. Arab Fund - Lawyer who is an Arab.
g. SIDA - Lawyer who is preferably a woman from a SIDA priority country. The priority countries are: Nicaragua, Angola, Zambia, Botswana, Lesotho, Swaziland, Ethiopia, Zimbabwe, Tanzania, Kenya, India, Sri Lanka, Bangladesh, Cape Verde, Guinea Bissau, Mozambique, Laos and Vietnam.
h. France - Francophonic countries are priority with special emphasis on Mauritania, Benin and Guinea and the concurrence of the Ministry of Cooperation.

5. Policy Used in Accepting Candidates

The admissions office is well aware of the balance that they have to maintain to insure the course has the requisite number of participants with funding. The number of people they accept is directly related to the amount of scholarship money they hold. The less the available money the more applicants they have to accept because the persons accepted have to find their fellowship money themselves. For seminars they have to accept more people because there are often last minute cancellations. The prospective participants are less committed than those who have applied for the DLC and also because they are generally more senior and can be diverted to a Mission that arises at the last minute.

More candidates are also accepted from countries where fellowship money is available. In fact the training officer at USAID in Tunis was very happy with IDLI because when she is unable to complete the details for a person to attend IDLI, they will advance the funds and invoice USAID. She indicated it made the situation quite easy for her since there is a complicated internal procedure that goes through Paris for monetary transfers. She said she wished all the training centers acted as IDLI in this respect. In fact, IDLI paid out over $355,000 as advances for participants in 1988 alone. The Accounts show approximately $2,000 of that amount was outstanding at the end of 1988.In the end, IDLI is the valve that determines the kind of representation in each of the courses or seminars. This is done

through the allocation of the internal monies.

IV. STAFF, PARTICIPANT AND VISITING INSTRUCTORS

A. STAFF

The staff of IDLI has grown from a core group of five (two professionals and three support) to the present day seventeen (not including the two course assistants who serve for a period of approximately six months). Over the seven years of existence there has been a fairly high rate of turnover among the support staff. Of the three original founding partners all three are still with IDLI. One is the Director and the other two are the Senior Program Legal Counsel.

1. Professional Staff

At the outset, Mr. Hager assumed the primary responsibility for fund raising and general management. Mr. Blanchi was responsible for accounts and financial relations and together with Mr. Loris, Mr. Blanchi was jointly responsible for the development of the training program. In November, 1983 Mr. Pasquale Ferraro joined IDLI and assumed responsibility for finances. He remains in the position of administrative manager today.

The core of the senior professional staff was completed in 1984 when Ms. Hillary Lewis Ruttley (June) and Dr. Abdelhafidh Ellouze (August) were added to the staff. Initially Ms. Ruttley was employed as a Fellow to work with Mr. Loris (she was promoted to Programs Legal Counsel sometime later) and Dr. Ellouze was brought in because of his ability in Arabic. In fact, Dr. Ellouze became a course coordinator in the Francophonic program with Mr. Blanchi and Ms. Ruttley served the same function on the Anglophonic side. Neither of these persons is presently with the Institute. Ms. Ruttley's tenure ended in March of 1988 when she returned to London with her husband and Dr. Ellouze's in July of the same year when he returned to Tunis. Replacements for both were appointed after a thorough search and a brief hiatus; Dr. Yohannes Kassahun replaced Ms. Ruttley in October 1988 and Mr. Alexandre Cordahi replaced Dr. Ellouze in February 1989. The professional positions that currently exist at the Institute are now all staffed.

2. Support Staff

The support staff has grown from three in 1982, as noted above, to eleven as of May 1989. Ms. Giammei, who runs the reproduction center is the only one of the original support staff who is still employed. Over the years there has been a rather fluid movement of persons. The Executive Secretary of the Director has been employed since January 1984. All other support personnel have been employed since October 1986. Fortunately for the Institute they have been able to attract a group of

intelligent highly motivated persons who have been able to fit in to the ongoing system with relative ease. This is due in large measure to the system of management in operation. The emphasis placed on the participation of all persons has a positive effect. This has created a spirit of belonging.

3. Professional Development

IDLI also places great importance on the professional development of its own staff. The Administration Manager received a degree in Business Administration from John Cabot International College in Rome. He completed his degree work in two years attending classes on a part-time basis. He was sponsored by IDLI. Two five day training programs on computer use were held in the Institute in June 1988, allowing all staff members to participate. Dr. Kassahun received training by the Training Resources Group in Alexandria, Virginia and through the Criterion-Referenced Instruction trainers who are working at FAO in Rome. Mr. Cordahi, the new PLC for Francophone programs will be going through the same training as Dr. Yohannes during 1989. There was also language training to improve the capacity of the staff to communicate in French. An instructor was retained to provide instruction twice a week at the Institute. Eight staff members participated from November 1988 through February 1989. A staff development workshop is planned for June 1989 (See, pp. 11).

B. PARTICIPANTS

Participants in IDLI's programs are mostly government legal advisors to ministries, state-owned organizations and banks which engage in international contracting with donor agencies or governments. The course and seminars also attract legal advisors to parastatal organizations and development banks, private sector lawyers from developing countries whose practice includes international legal matters and non-lawyer developing country officials with legal or negotiation responsibilities. In addition, the Institute accepts a limited number of legal advisors to international financing agencies and private lawyers in industrial countries whose current job descriptions relate to the course or seminar subject matter.

1. Criterion for Admission

The key to admission is "need to know" as evidenced by the candidate's current job responsibilities. Fluency in the language of the course or seminar (English or French) and age (generally participants should be between 25 and 45) are additional factors. During the evaluation examples were cited where participants did not have the necessary language capacity. IDLI does its best to determine that the person does have the appropriate language ability, but must accept what the application says. There appears to be no satisfactory alternative short of a language competency

test in suspected cases.

2. Participant Profile

Statistically, most IDLI participants represent public sector organizations. Most are male and almost all come from developing countries. However, the Institute has recruited an increasing number of private practitioners and women. The number of private practitioners attending Rome based courses and seminars increased from 10 in 1987 to 11 in 1988. From 1986 the recruitment of private practitioners benefited from a fellowship grant from AID/PRE. The number of private sector participants has increased since 1986.

The number of women participants remains relatively constant (about 5 per course or seminar). The total number of women participants in 1988 dropped slightly from 1987. However, in DLCSE - March to May 1989, 14 out of 27 participants were female. Overall, the number of women participants attending IDLI courses and seminars during the first five years is 136, 19 per cent of the total.

Participation from industrial countries has been small. Only one participant attended a course or seminar in 1988, down from 3 in 1987. The reason is simply that the courses are pitched toward the needs of the Third World audience. Priority is given in the competition for the small number of places (25) for each program to persons from developing countries. There has not been heavy marketing in the industrial countries. The staff asked the Board for advice in their 1988 Report to the Board on how to go about recruiting participants from the industrial countries.

There have been many more participants from Sub-Saharan African than from any other part of the world. Of the 713 participants from 91 countries who had attended IDLI courses or seminars in five years, 461 or more than 65% are African from south of the Sahara. The next largest group are participants from the Middle East and North Africa - 99(13.9%). For world wide distribution and a country by country tally of IDLI participants, see Annex K.

C. VISITING INSTRUCTORS

Visiting instructors are experts who come for one or more days to provide instruction in specific skill areas or specialized subject matter. Typically, they are private practitioners with international law firms, representatives of legal departments in bilateral or multilateral financing agencies and Third World governments ministries or in-house counsel to private corporations. Though most of them are lawyers by training, some are experts from related disciplines (such as engineers or insurance specialists) whose technical knowledge supports inter-disciplinary problem solving. It should be recognized that IDLI has also been extremely sensitive to the

need to bring in visiting instructors from Third World countries. A high percentage of visiting experts, nearing forty percent, are from the Third World.

1. Reliance on Visiting Instructors

As the staff of the Institute becomes more conversant with some of the issues that are repeated in courses and seminars, the reliance on outside expertise has been reduced. This is especially true in the legal skills component of the DLC. It has also been true for purposes of cost effectiveness. The average number of visiting instructors in the DLC has dropped from an average of just at twenty four to under twenty one. The number of visiting instructors in the IBT Seminars has also been reduced, but not as significantly as in the DLC.

2. Pro Bono Services

Many of the visiting instructors provide their services on a pro bono basis. Their visit does not only call for lectures for two or three days, but for the preparation of materials. Many of the materials prepared by the visiting instructors are of extremely high quality and have taken long periods of after hours work to produce. In one case, three case studies were developed from scratch, including a complete set of economic statistics for a hypothetical country for a simulated problem to be part of a two week seminar. More than one hundred hours were invested in the preparation of the case studies. The work was done without remuneration, as was the presentation for one full week of the two week seminar. IDLI has gained the support of the practitioners and experts. Elsewhere there is presented the figure of US$ 55,000 for pro bono contributions during 1988. There is a significant contribution in kind by persons who believe in the IDLI idea.

3. Institutionalized Arrangement for Visiting Instructors

There are also specific arrangements that IDLI has with organizations to provide visitors on an ongoing basis. For example, the World Bank has agreed to provide one staff member for one week for each of the DLCs each year. That is two weeks of legal staff time a year, all costs covered by the Bank. They also provided a person from their legal staff for one month to come and coordinate DLC5E when there was a staff shortage. The World Bank also helps out in other ways. They have provided a small grant to IDLI each year. They have provided, through the Chairman of the Board, the World Bank Vice President and General Counsel, the impetus for program development based on the relevant up-to-date issues in the international financial arena. Although no money value has been put on the in kind contribution of the World Bank, it is significant.

V. FINANCIAL OPERATIONS

A. OPERATING FUNDS

IDLI operates on approximately US$ 1.5 million a year. Their revenues for 1988 were:

1.	Tuition.....	592,534
2.	Grant Income.....	1,284,504
3.	Endowment Income..	54,180
4.	Interest income...	48,905
5.	Workshop Income..	94,635
	TOTAL...	$2,067,192

Total expenses for 1988 were US$ 1,739,905. (For a breakdown of the 1988 income and expenses, see Annex L. The excess of support and revenue over expenses for 1988 is $327,287. If one looks at this figure, it is clear IDLI had a profit for 1988. This surplus of funds will be dealt with in Section B. below.

Of the total revenue AID/ANE accounted for $128,047 or 10.3% of expenditures. However, of the total revenues AID/ANE only accounted for 6.1%. If the ad hoc grants from the USAIDs are added to the ANE figure, the total AID revenues were $285,147 or 13.8%. Aside from the Italian contribution that is the largest.

Financial support for the Institute is now quite widely spread. The 1988 operating fund, other than tuition and interest came from the following sources:

1. Agency for International Development
2. Canada (CIDA)
3. Italy
4. The Netherlands
5. Sweden (SIDA)
6. Australia
7. France
8. Japan
9. World Bank
10. Exxon Foundation
11. MacArthur Foundation
12. The Arab Fund
13. OPEC

Of these donors, the Italians make the largest contribution and after the AID funds, the Canadians and the MacArthur Foundation both provide over $100,000.

The financial statement from 1984 through 1988 appear to be very similar (Annex M). There has been a constant attempt t keep expenditures as low as possible in order to try and build a capital fund from unrestricted grant monies. With the use of money on a first in first out (restricted monies get used up first) basis, the Institute has been able to create its own

general endowment.

1. Pro Bono Contributions

It has been stressed that the Institute receives significant in kind contributions. An important part of the instructional program is the participation of visiting instructors from a variety of sources. The reality is that while there are significant contributions made to the Institute through the pro bono contribution of International Organizations and Law Firms, there is still a significant outlay by the Institute to maintain the visiting instructor participation. The Institute prepared an estimate of Pro Bono Services received in 1988 which included all the funds that they did not lay out because law firms, governments or international organizations provided the contribution. By using their honorarium ($250)and per diem ($121) figures (which are considered low by many) and calculating travel at business class fares (when in reality many of the visiting instructors actually travel first class or even Concorde) the total pro bono contribution to IDLI for 1988 was US$55,380. See, Annex N which itemizes the expenses it did not have for 1988.

2. In Kind Contributions

It is also important to consider the consistent in kind contributions from organizations. AID has contributed regularly by sending members of the General Counsel staff from Washington or regional Legal Advisors to IDLI as visiting instructors. In 1988, as usual, two AID lawyers represented the Agency. The World Bank, CIDA and the European Investment Bank are also regular providers of in kind contribution.

B. FINANCIAL SECURITY

1. Creation of a surplus

Through careful administrative planning and the use of AID funds on a first-in first-out basis, the Institute has been able to use unrestricted funds to create a fund with the excess of support and revenue over expenses. This fund represents one of the mechanisms through which the Institute is building towards self sufficiency. As will be seen, the fund, together with the restricted endowment, the unrestricted general endowment and the operational reserve has allowed the Institute to generate a portion of its operations and administrative support budget needs from an internally controlled source. However, these funds do not yet allow the Institute to forego donor support. This is, however, how one builds towards self sufficiency. As will be seen below, the ongoing support commitments after 1989 are far from secure and even if the investments of the endowment were to realize a maximum amount, they would not support the programs.

2. Endowment

The endowment of the Institute takes two forms. The donor endowment funds and the general endowment. The funds are administered by the London office of the United Bank of Kuwait which reports monthly to the Institute.

a. Donor Endowment Funds

The donor endowment funds represent restricted endowment contributions by donors which to date are the Kuwait Fund for Arab Economic Development and the Arab Fund for Economic and Social Development. The guidelines set out by the Institute for the investment of endowment funds requires that investment be in US dollars; the instruments should be Deposits, Certificates of Deposit, Floating Rate Notes or Fixed Rate Bonds (all bonds should be tax free); The instruments should not mature more than five years from date of investment; all the investments should be of prime quality, equivalent to the 'A' rating in the analysis done by Moody's Investors Services; and there should be no investment whose primary purpose is to finance arms and munitions. The current investment of the Kuwait Fund principal is:

		Total value
1. Eurobond:	42,000.00 Toyota 8.00% 290391	43,411.67
2. US Treasury Bonds:		
	70,000.00 US Treasury 8.75% 150893	68,338.71
	153,000.00 US Treasury 8.875% 150294	152,801.63
3. Warrants:	310.00 Gen Elec Warrants 171292	2,170.00
4. Cash:	140,874.67 Money at call	140,911.84
	TOTAL	$407,633.85

The Arab Fund investments are structured similarly. The fund has a total value of $189,057.38. The total value of Donor endowments at the end of 1988 was $582,925. The accrued interest on both accounts is transferred out of the endowment fund and in the case of the Kuwait fund utilized for the operations and administration of the Institute or as an addition to the Institute's general endowment funds. The income accrued as of December 31, 1988 was transferred to the Institute's general endowment fund. The accruals from the Arab Fund endowment were applied to the fellowship fund in 1988. The donor endowment funds earned $28,438 during 1988 a decrease from the $43,457 earned in 1987 reflected by the poor performance of the bond market. This led the Institute to make investment alterations as will be seen immediately below in the discussion of the General Endowment Fund.

b. General Endowment Fund

At the Fourth Annual Meeting in 1986, the Board of Directors authorized the creation of a general endowment fund, to set aside funds which would be available for future years' operations and to maximize investment return. An initial $50,000 deposit was

made to the fund in 1986 followed by $400,000 in 1987 and $350,000 at the end of 1988 to account for the $800,000 value at this time. A cash balance of slightly over $356,000 is maintained, with $300,000 in a high interest fixed time account to maximize investment return.

The principal is regarded as unrestricted and the income derived from investment of these funds is used for the operations and administration of the Institute, although they could be reinvested in the fund.

3. Operational Reserve

At the Fourth Annual Meeting in 1986 of the Board of Directors, the creation of an operational reserve was authorized. An initial $200,000 was deposited in the reserve at the end of 1987 and an additional $100,000 was earmarked for the reserve at the end of 1988. At the Seventh Annual Board of Directors Meeting in March of 1989, the Board determined that the operational reserve should be set at an amount of $200,000 and transferred the $100,000 earmarked for the reserve at the end of 1988 to the general endowment fund.

The operational reserve is a bank account which is used to cover cash flow shortages and other emergencies. When the payments covered are received the account is put back to its full value.

4. Excess of Support and Revenue over Expenses

The Institute has been able to operate in a manner that creates an operating surplus both because of its management style and because of donor grants. This excess first appeared in the early days of the Institute and has accrued in the following manner:

1983	- 134,017
1984	- 232,337
1985	- 276,129
1986	- 443,461
1987	- 413,406
1988	- 327,287
TOTAL	1,826,637

These funds were used for creation of the general endowment fund and the operational reserve which has reduced the balance of the excess of support and revenues over expenses to $820,970 as of the end of 1988.

5. Fund Balances

If one considers both the restricted and unrestricted funds of the Institute the picture has evolved over the past four years as follows:

	1988	1987
(a) Unrestricted		
Unrestricted operating funds	820,970	849,350
Operational reserve	200.000	200,000
General Endowment fund	800,000	450,000
	1,820,970	1,499,350
(b) Restricted:		
Donor endowment funds	582,925	582,925
Total fund balances	2,403,895	2,082,275

	1986	1985
(a) Unrestricted:		
Unrestricted operating funds	1,035,944	642,483
General endowment fund	50,000	
	1,085,944	642,483
(b) Restricted:		
Donor endowment funds	474,444	474,444
Total fund balance	1,610,388	1,116,927

Over a four year period due to good management practices and the availability of both unrestricted and restricted operations and administrative funds, there has been a steady increase in the balance of the endowment and reserve funds.

C. FUND RAISING

Fund raising for IDLI has been successful to date. Annex O shows the commitments beyond 1989. Other than the income generated by the two restricted endowment funds, the income from the general endowment fund and $140,000 from the Canadian government (CIDA) there is no commitment. IDLI continues to receive short term commitments from virtually all of its donors. This makes long term planning difficult. The 1989 donor commitments have been as follows:

Donor	Admin	Sp. Prog.	Fellowships
Arab Fund Endowment			**
CIDA (Canada)	140,000		
Exxon Corp.	5,000		
Gov't of Australia	42,905		
Gov't of France			6 Fellows *
Gov't of Italy	700,000		34 Fellows *
Gov't of Netherlands	15,000		66,000
Gov't of Switzerland	50,000		
MacArthur Foundation		25,000	102,548
Kuwait Fund Endowment	**		
SIDA (Sweden)	10,500		68,500

AID/ANE (USA)	28,917		74,474
TOTAL	$992,322	$25,000	$311,522

* - Number of Fellowships committed for 1989
** - Year end earnings on endowment fund.

1. Continued Need to Raise Funds

The 1989 commitments pretty much parallel the commitments that have been made to IDLI since their inception in 1982. The total amount of donor money that has been received through the 1989 commitments is reported in Annex P. It should be noted, however, that IDLI's two largest and most consistent donors have been the United States through AID (26.54%) and Government of Italy (33.84%) who have each contributed that per cent of the total received.

Fund raising continues to be a full-time preoccupation with the Director. It is clear that there is room for concern when the only commitment for 1990 is the $140,000 from the Canadians, plus, of course the tuition money. For 1988 just under 35% of the net revenue is attributed to tuition. This should increase in 1989 because of the tuition increase.

2. Distinction between direct Grants and Ad Hoc Funds

Tuition funds come from a mixture of direct grants to the Institute and donor activity in the country from which the participant comes. Thus, USAIDs may fund specific participants; their donation is separate and above any direct grant from AID Washington. This is also true of SIDA activity. The Swedish government has made a direct grant to IDLI to cover fellowships, but at the same time SIDA funds participants from their country missions.

The fact that additional funds are available because of mission fellowships, on the one hand, provides the Institute with a secondary source of donor funds. On the other hand, as has already been noted, it makes the admissions process more difficult because there is always the balance between using the available internal IDLI fellowships and waiting to see if persons will receive funds from outside. One also finds that sometimes the employer of a participant will provide the necessary funding, making the admissions process less complicated, especially if the person is otherwise qualified to participate.

3. Self Sufficiency and the Endowment

With these perils, the fund raising becomes especially crucial. It is not possible to quantify needs with precision, unless the goal is to be completely self sufficient, and then it is possible to be more accurate as one can determine how much fellowship money is necessary. The Institute has been consistent

in the estimates of how much is needed for operations and administration. Aside from currency fluctuations and market instability where their investments are concerned, they have shown to have been responsible. IDLI maintains they would like to reduce the amount of dependence on outside donors to thirty percent (30%) by 1993. Inasmuch as tuition will not increase by a significant amount in that period, and, as noted above, is only bringing in 35% of the revenue at this time, an increase in the endowment is the most realistic way in which the Institute can put themselves in the position to require as little as 30% percent of their necessary funds by 1993. To reach this goal, the Institute is undertaking to enlarge its endowment funds during the next five year period (1989-1994) to reach US$ 5 million.

The Institute claims that even if economic conditions should thwart this goal, the approach is conservative. In 1988 expenses of under US$ 1.4 million required just over $700,000 in donor contributions or just about fifty percent (50%) of total operating expenses. An endowment of US$ 5 million should generate approximately $500,000, if the annual return reaches 10% which should be the case with careful scrutiny and relatively conservative investments.

4. The Importance of Unrestricted Contributions

The fact that the Institute has been able to generate unrestricted contributions, and at the same time, keep within their projected expense estimates, has meant that the general endowment fund has increased to a point where the target of US$ 5 million is a realistic figure. It does not yet relieve the pressure on the Institute to continue its quest for core contributions, but if the management is able to create a surplus at the same rate that it has been doing, they will reach their goal. If donors could provide endowment, it would reduce the need for core contribution. But even if the endowment were to reach the US$5 million dollar level and produce a return of 10%, i.e., US$500,000, with tuition constant at $600,000 and expenses at the same level, which does not take into consideration any inflation, the Institute would still need to generate a minimum of US$300,000 to maintain their present position.

Any way one conceives of it, fund raising is a reality that IDLI must face for the foreseeable future. At best their endowment will cover their costs, more realistically the endowment serves an insurance function. It would assure survival of the Institute if it should experience periods of interrupted financial support. The goal as far as fund raising is concerned is to be able to put priority into fellowships, which would allow more flexibility in the selection of candidates, and into special projects, which will encourage program innovation and creativity.

VI. THE TRAINING PROGRAM

A. INTRODUCTION

IDLI is the only practical training center in the world devoted exclusively to the training of public sector lawyers, legal advisors, private practitioners and their counterparts working in economic development. The target group is the person who is involved in the transactions relating to the development transaction whether it be the financing agreement, project agreement or contract for goods or services.

IDLI's mission is not only to provide a meaningful training in these substantive areas so the relevant persons are able to understand the intricacies of complex documents, but to provide basic skills in crucial functional areas like negotiating, drafting, advising, arbitrating, etc. Legal education in the developing world, like elsewhere, prepares the lawyer for the courtroom, not for the bargaining table. The assumption is that people will resolve disputes that already exist, not put their skill to work avoiding conflicts.

Finally, IDLI attempts to breach the communications gap between the North and the South by providing the skills and the substance that allows persons from the South to effectively represent their position.

1. Target Group

Part of the IDLI training program is also set up to provide continuing legal education opportunities for mid-career government legal advisors and practicing lawyers. This will allow them to refresh themselves in areas of crucial importance to their professional life and at the same time help their country achieve a new level of self reliance in their international dealings.

The IDLI training program also plays a role in national law reform. The lawyer gains drafting skills that allow him to enhance his contribution in the development of new legislation.

The fact the IDLI training is especially concerned with practical training allows the participant to receive immediate benefit when they resume their job responsibilities after the training course or seminar.

2. Outside Comments

Follow-up questionnaires and reports sent in after the completion of training, plus spontaneous letters all indicate that IDLI training is playing an important role in meeting the needs of the constituency which it is serving. See Annex Q

containing communications from alumni. There have been other evaluations of IDLI activities which have concluded that they are carrying out their mission well. A French Ministry of Cooperation evaluation report noted inter alia that:

> It appears that IDLI answers an important need; it is necessary more and more for persons with responsibility in the public sector or the para-statal to get to know the "rules of the game" in international negotiations and to master the complex legal intricacies which are involved. After five years of experience, IDLI occupies an interesting and original place in training in this area.

A German report in 1985 noted as follows:

> "The chances of [IDLI's] success are heightened by the sincere commitment of its staff, and even more by the real need for such an organization in the Third World, a need which is increasingly recognized. If successful the Institute will certainly become a center for meetings and exchanges between high officials from developing countries. (Our) timely participation in IDLI could have positive effects on bilateral cooperation in general, and on developing human resources in particular."

3. <u>The Training Program</u>

The training program in Rome takes place during thirty two weeks each year: A Development Lawyers Course for twelve weeks in English and a corresponding twelve weeks in French and two week International Business Transaction Seminars that are offered twice a year in each language for a total of eight weeks. Classes meet six hours each day; 3 in the morning and 3 in the afternoon. The schedule is virtually the same each year. It is generally as follows:

January 22 - Feb. 4 - IBT in English
February 12 - 25 - IBT in French
March 5 - May 27 - DLC in English
June 4 - 17 - IBT in French
September 10 - December 2 - DLC in French
December 3 - 16 - IBT in English

The Institute also offers Workshops overseas which are scheduled when convenient for the Workshop Coordinator and can be in English or French whichever language would be appropriate for the setting in which the offering is made.

B. COURSE MANAGEMENT

At IDLI, course management means program design, preparation, delivery and follow-up.

1. The Progam Legal Counsel (PLC)

The full-time legal trainers (Program Legal Counsel or PLC) serve as course managers for Rome based courses, seminars and in-country workshops. In the Development Lawyers Course (DLC), some International Business Transactions seminars (IBT) and in training workshops, the PLC assume instructional responsibilities, especially in the skills training segments.

2. The Work Study Fellows (Course Assistants)

Work Study Fellows or Course Assistants recruited from the ranks of recent law graduates serve as assistants to course managers in the Rome based programs. Their responsibilities include preparation of the course or seminar handbook, note-taking and report-writing, as well as assistance to the participants. The Course Assistant receives a modest stipend and serves for periods of three to twelve months. A Course Assistant Handbook has been prepared to help guide the Course Assistants in the performance of their role. The Handbook presents all of the information which is necessary for a person who is associated with the course or seminar. In addition there is included a five page document entitled "Guidelines for Course Assistants" which presents in outline form the tasks expected of the Course Assistant. The full document is included as Annex R. It divided into five parts:

a. Tasks in Preparation for a Course/Seminar - 17 tasks
b. Daily Tasks During a Course/Seminar - 11 tasks
c. Weekly Tasks During a Course/Seminar - 4 tasks
d. Other Tasks to be Performed During A Course/Seminar - 6 tasks
e. Tasks to be performed at the Conclusion of a Course/ Seminar - 9 tasks.

All of this is very specific. Each step the Course Assistant must take is laid out clearly so that there can be no misunderstanding. The management style, like all other management in IDLI is to the point, organized and specific for each detail.

The coordination with the visiting instructor is an important part of the course preparation. This has been dealt with elsewhere and in Annex S are reproduced the actual documents which are part of the system for preparing courses/seminars.

C. THE DEVELOPMENT LAWYERS COURSE (DLC)

The Development Lawyers Course (DLC) offered in English and

French once a year is the backbone of the Institute's offerings. This course lasts twelve weeks and combines basic training in legal skills with the application of those skills in simulated problems dealing with subjects of principal importance to developing country legal advisors. This is the sixth year that the course has been taught.

1. Aims

The DLC was designed with two long term aims in mind. Among the two most important are to improve the position of developing countries in international negotiations and to enhance the role of law and lawyers in the development process.

2. Contents

The two part syllabus of the course contains sections on legal skills and substantive areas as follows:

a) Legal Skills
- advising clients
- negotiating agreements
- planning and designing legal aspects in development projects
- drafting agreements and other documents
- reviewing and revising legal and related documents
- monitoring the performance of legal obligations
- resolving disputes

b) Substantive Areas
- International project financing
- international procurement of goods, services and civil works
- foreign investment

3. Schedule

The twelve week program schedule is presented in Annex T. After a two day orientation to IDLI and the DLC, the next twenty one days are set aside for development of the legal skills. When the course was first developed most of the skills sections were taught by visiting instructors. As the course has become institutionalized and the materials updated and revised the PLC's have taken over the teaching as well as the coordination of much of the first section of the course. In fact, not only has the PLC assumed responsibility, but through the evaluations of the visiting instructor (as well as the observations) decisions have been made concerning return invitations. Thus, there are a group of persons who have been invited to the DLC a number of times because they have been able to develop very useful materials and make presentations that have gone over well with the participants. The management of IDLI place a high priority on the

success of their visiting instructors. Since they do have a data bank with over 400 names of resource people, they can maintain very high standards.

4. Teaching Materials

The materials for the participants are evaluated each time the DLC is taught. If satisfactory materials have been developed and a visiting instructor is invited who has not before participated, he is given a chance to review the existing materials and use them if he sees fit. Since he is told they have been used for so many times, most are reluctant to make major changes. Suggestions for modification and additions are usually the rule. However, where the course coordinator indicates, the visiting instructor is asked to produce materials for the class.

5. Legal Skills

1. Dispute Settlement - Arbitration

In interviewing Dr. Yohannes Kassahun, the co-course coordinator for DLC6E, he informed me that he was interested in developing more significantly the arbitration content of the skills segment of the course. The visiting instructor for this section actually developed, in coordination with Dr. Yohannes, sophisticated and well presented materials. Although some of the readings were lengthy and it is unlikely that the participants would have had time to complete all the material for class, nonetheless, what they were handed out was extremely useful for them when they returned home and had to confront a task where they were either drafting a contract that would include arbitration or were participating in an arbitration. Roughly, the materials on the arbitration section contained the following:

1. Aksen, Drafting Arbitration Clauses in International Agreements, (source not given), pp. 34.
2. Jarvin, The sources and limits of the arbitrator's powers, Arbitration International 140-163 (no vol. or date) pp. 24.
3. Lalive, On the Neutrality of the Arbitrator and of the place of Arbitration, in Bucher (ed), Swiss Essays on International Arbitration, 23-33 (1984) pp. 11
4. Vogt & Ehrat, Case Study Arbitration Part A typed problem pp. 2.
5. Blessing, The Arbitration Clause - Does it Predict the Future, Report to the Annual Conference of the Chartered Institute of Arbitrators, London (1985). pp. 103
6. Peter, Arbitration and Renegotiation of International Investment Agreements: A Study with Particular Reference to means of Conflict Avoidance under Natural Resources Investment Agreements 167-214 (1986:Nijhoff:Dordrecht) pp. 47

7. Vogt & Ehrat, Summary & Key Notes (typed notes plus short Annexes prepared by visiting instructors) pp. 50.

This subject was dealt with over a two day period, April 6-7 1989. There were 271 pages of assigned reading and a problem. It is clearly too much to expect the participants to read the entire package. Yet in interviews with the participants not one complained about the amount of reading they were assigned. Participants did say that the materials were very good and they were very happy they had them as they would be useful for them when they returned home. In fact, the subject of IDLI materials was discussed with former participants in Tunisia and many of them cited the fact that they still use their material to solve problems.

b. Negotiation

The materials for the negotiations section of the course which was jointly taught in DLC6E by the co-Course Coordinator Dr. Yohannes Kassahun and Professor Gerald Williams of the Brigham Young University School of Law was very well received by the participants. The Materials used for this segment of one week is Professor Williams' Lawyer's Handbook for Effective Negotiation and Settlement (1987 revision) and short excerpts from some other secondary materials including Zartman and Berman, The Practical Negotiator. The discussion is enhanced by some mock negotiations which the participants play out. This segment of the course lasts one week or ten class sessions.

c. Reviewing and Revising

The reviewing and revising, segment lasts two full days, four class sessions, and involves the review of non-legal documents (correspondence) and a draft contract. The contract is a twenty three page document that requires section by section review. The class goes through it and is confronted with the realities of procurement landmines in a contract for the first time in the course. Later on in the substantive section, procurement of both goods and services are dealt with in depth.

d. Planning and Design

The planning and design segment is covered in one day, two sessions. The materials consists of a comprehensive chart covering the legal considerations in the planning of a development project outlining: (a) who are the affected parties; (2) What is to be done; (3) Where; (4) How - what means are to be used; and (5) When. As part of the chart there is a section covering the "Typical sources of norm and areas of substantive law commonly applicable to development projects." The list is exhaustive and should make any lawyer participating in the planning stage comfortable that most elements that should be considered are on the list. The section continues with a 16pp

typescript by Fell, "Law and Development: Legal Inputs into the Design of Development Projects." It is followed by an example of a loan and project implementation schedule for a donor financed highway project. This is a detailed twenty nine step by step follow through of what one needs to do to put a project in place. Finally, there is a planning and design exercise which gives the participant the opportunity to review a project appraisal and to practice identifying legal issues which might arise in the planning and design stage of a development project. The case is one that is actually prepared by FAO, "Training Materials for Agricultural Planning - No 3, ESP/TMAP/3, Case Study Mkata Ranch Project, Tanzania." The case study is analyzed in reference to the chart and readings.

e. Summary - Legal Skills

The materials for the first five weeks are of very even quality. They present the materials very well and, even though in some cases there is more than a realistic amount of readings, the basic set of materials conveys the subject matter extremely well and provides the participant with a resource that becomes very valuable following the course. In the Tunisian interviewing, one alumnus actually referred to the materials he had received at IDLI as his "bible." As noted, in a resource poor world which the participants return to, their ability to make reference to the materials becomes very significant indeed.

6. Development Law Issues

The last seven weeks of the course is divided into different substantive areas.

a. Project Financing

The first two weeks (course weeks six and seven) are devoted to Project Financing. Three of the days are actually a simulated loan negotiation exercise in which the participants are divided into small negotiation teams and they use the substance of the various systems that they have reviewed in the first six days of the project financing segment to negotiate the project loan/grant. The first day of this segment includes consideration of:

i. The Project Cycle in Documents;
ii. Sources of Donor Requirements Governing Procedure & Content;
iii. Types of Pre-project Paper;
iv. Types of Agreement Documents;
v. Types of Implementation Documents;
vi. Elements of Loan/Grant Agreements;
vii. Key Clauses in Loan/Grant Agreements.

The group is then split into three groups or teams and the visiting lecturers work with the individual groups. Each visitor in this segment gives his/her presentation three times during a

four day visit. In DLC6E which was in session during the evaluation, there were twenty seven participants, so each team had nine members. In the DLC6E seven systems of project financing were covered. The course generally includes the project financing materials from the World Bank, AID, CIDA, European Investment Bank, Kuwait Fund and the commercial banks. Often Norway, Sweden and other countries that provide development grants and loans are included on a rotating basis. The contents for the DLC6E are as follows:

A. Commercial Bank Lending - Syndicated Eurodollar Loans
   1. History & Background of Eurodollar Market
   2. The Cost of Funds
   3. Financing a Project
   4. Sovereign Borrowers
   5. The Loan Document & Information Memorandum
   6. Conditions Precedent
   7. Representation & Warranties
   8. Covenants
   9. Interest
   10. Disaster Clauses
   11. Events of Default
   12. The Syndication
   13. Governing Law
   14. Forum for Resolution of Disputes
   15. Legal Opinions
   16. Sample Syndicated Eurodollar Loan Agreement
   17. Buyer Credit Agreement (Example)
   18. Loan Agreement - The Industrial Development Bank of India.

B. World Bank
   1. Loan Agreement No. 1 - Kenya
   2. Guarantee Agreement - Kenya
   3. Development Credit Agreement - Zaire (Structural Adjustment Credit)
   4. General Conditions Applicable to Loan and Guarantee Agreements
   5. General Conditions Applicable to Development Credit Agreements
   6. Simulation Problem - Development Credit Agreement - Railway Project between Rep of Tessulia & IDA

C. Canadian International Development Agency
   1. General Agreement on Development Cooperation
   2. Memorandum of Understanding
   3. Simulation Problem - Memorandum of Understanding between Govt of Canada & Govt of Tessulia (This is the problem that is used for the negotiation exercise.)

D. United States Agency for International Development
   1. Summary Description of A.I.D. Standard Loan
   2. Loan Agreement No. 1 - Kenya
   3. Loan Agreement No. 2 - Pakistan

4. Grant Agreement - Egypt
5. Grant/Loan Agreement - Pakistan

E. Norwegian Development Project Financing
1. Overview of Norwegian Development assistance
2. Agreement No. 1 - Kenya
3. Agreement No. 2 - Philippines
4. Agreement No. 3 - Tanzania
5. Agreement No. 4 - China
6. Standard Loan Agreement
7. General Terms for Grants - Norad

F. European Investment Bank
1. Overview
2. Statute and other Legal Provisions
3. Lome Convention - Text of Financial Provisions
4. Information regarding operation in Mediterranean countries
5. Information regarding operations in ACP - Lome III
6. Model Contracts - Operations outside the EEC
Direct Loan (own resources)
Guarantee for Direct Loan
Global Loan (own resources)
Direct Loan (State borrower equity participation)
Direct Loan (risk capital resources)
7. Simulation Problem - Finance Contract between European Investment Bank and Rep of Tessulia

G. Kuwait Fund for Arab Economic Development
1. Loan Agreement
2. Guarantee Agreement

H. Remarks by Secretary of the Treasury Nicholas F. Brady at the Conference on Third World Debt, March 10, 1989 - The Brady Proposals.

b. Procurement

The following three and a half weeks deals with the general issue of procurement. The subject matter is broadly divided into three sub-parts:

A. Procurement of Goods
B. Procurement of Construction Services
C. Procurement of Services

A number of visiting instructors present the procurement rules of their own organization. Included in the voluminous materials is portions of the AID Handbook 11 Country Contracting (it is handed out in French in the french language course):

Chapter 1 - Procurement of Professional and Technical Services
Chapter 2 - Procurement of Construction Services

Chapter 3 - Procurement of Equipment and Materials
Chapter 4 - Cost Principles for Borrower/Grantee Contracts

It has also become the rule that a member of the AID General Counsel's staff or a Legal Advisor from one USAID presents the AID procurement rules over a two day period. Mr. K. Clark did so in DLC6E. Once again IDLI presents a very broad spectrum of procurement rules. There is a simulated procurement exercise from the hypothetical Republic of Kadzaba. The participants are divided into four teams. They enter into the negotiations over the procurement. Each team represents each side to the agreement on a rotating basis. I witnessed this process during the evaluation. It was most impressive to see how seriously the team members were involved in the negotiation and how they made an effort to apply the skills they had learned in the first part of the Course. At the end of the negotiation sessions, as is done throughout the course, the participants did a retrospective on what was happening and why they did what they did as well as to explain the rational behind their positions.

c. Foreign Investment

The final portion of the course involves foreign investment and the role of law in development. Once again the materials were long and technical. This time most of the foreign investment materials were from the Commonwealth Development Corporation. Once again a simulation involving a transfer of technology problem was included in the materials.

7. End of Course Fatigue

By the end of the eleventh week, the participants had already been handed out over thirty five pounds of materials, been through numerous simulation exercises and began to think of post course activities or the return home. The visiting instructor presenting the materials on foreign investment was asked by the participants to lecture rather than engage in a participant oriented process. Although the simulated technology transfer problem was completed, it seems that the sheer volume of the foreign investment materials at the very end of the course, coupled with the fact that it was time to terminate, appear to be the reasons for the reaction of the participants.

8. Termination Proceedings

The last few days are set aside for terminating events including an evaluation of the course by the participants and a ceremony where the participants receive their certificates. Among the final course activities are three problems concerning reentry to country and job following the twelve week intensive experience at IDLI. Because many of the participants go through an experience that alters their perception of what a lawyer is in a general sense and what their jobs are in a more personal one an

exercise becomes very useful. The three problems (Annex U) are used to ease up on the tensions one might encounter one return home.

9. Summary

All in all the DLC is a very well conceived exercise in strengthening the role of the lawyer in the developing country. The materials the participants receive are so comprehensive that they go beyond what is needed for the immediate course. They do provide an invaluable guide for the days after the course is over when the alumnus is faced with the development law issues back home. It could be argued that the size of the materials could be reduced to be more manageable if they were written in handbook form and not just a series of excerpts from articles and books.

This is going to be partially remedied when the Handbook on Negotiation is published at the end of 1989 as the first title in the IDLI publication series. Realistically, however, one must face the fact that part of what the participants receive is the actual working documents of various banks and donor agencies. These are indispensable materials and the participants should continue to receive them. Ultimately, IDLI should condense the Legal Skills portion of the course to a series of working Handbooks and keep the balance of the materials as they are to maximize the participants understanding of the international development systems.

D. INTERNATIONAL BUSINESS TRANSACTIONS SEMINAR (IBT)

These two week seminars impart current information in technical fields identified as priorities by the IDLI staff in coordination with the Board of Directors and developing country government officials and lawyers. The program is approved a year in advance by the Board and limited to two Seminars of two weeks duration, one in each of the working languages of the Institute. The Seminars, in the past have been parallel. The approved topic is presented in both French and English.

1. Appointment of the Technical Coordinator

When the topic is approved, a technical coordinator, generally an outsider is invited to participate with the Seminar Coordinator who is an IDLI PLC. The technical coordinator generally suggests appropriate experts in the field to be invited as visiting instructors. The preparation period of at least nine months, allows the staff and technical coordinator enough lead time to prepare a well balanced program.

2. Seminar Objectives

For each aspect of the training program a set of objectives are created. These objectives are the presented in a step by step fashion to allow the course coordinator, the technical

coordinator, the visiting instructor and the course assistant to understand what is supposed to be accomplished at each stage of the training program. This set of objectives is also shared with the participants.

IDLI feels that the formulation of a statement of objectives has at least two advantages. First, it provides the instructors with a precise statement of what the participant should be able to do (and therefore presumably "know") at the end of the learning sequence. This enables the planner to more accurately target what techniques and information he would like to use in order for the participants to achieve the desired performance. Second, it provides a means for the participants to monitor their own progress. The objectives for IBT10E have been set out in Annex V.

3. Seminars that Have Taken Place

The IBT Seminars that have taken place to date include:

IBT1E & 1F - Negotiating a Petroleum Exploration Agreement
IBT2E & 2F - International Equipment Leasing
IBT3E & 3F - Negotiating an International Construction Contract
IBT4E & 4F - Resolving International Contract Disputes
IBT5E & 5F - Legal Aspects of International Debt Rescheduling
IBT6E & 6F - Commercial Financing for Development
IBT7E & 7F - Judicial Aspects of Stat Owned Enterprises
IBT8E & 8F - Barter and Countertrade
IBT9E & 9F - Transfer of Technology: Know-How and Licensing Agreements
IBT10E & 10F - International Transport of Goods: Contracts and Insurance
IBT11E & 11F - Investment Treaties, Investment Contracts and Joint Ventures
IBT12E & 12F - Management and Consultancy Contracts

4. Seminars Scheduled for 1990 and 1991

The proposed Seminars that were approved by the Board for 1990 and 1991 were as follows:

IBT13E & 13F - Legal Aspects of Reform, Management and Divestiture of Public Enterprises
IBT14E & 14F - Legal Aspects of New Techniques for Debt and Financial Assets' Management
IBT15E & 15F - Negotiating and Drafting a Mineral Agreement
IBT16E & 16F - Construction Contracts: New FIDIC Conditions and the UNCITRAL Guide

5. Seminar on International Debt Rescheduling - An Example

One International Business Seminar has been chosen for a

closer look. It is IBT5E - Legal Aspects of International Debt Rescheduling which took place January 12-25, 1986. The object of the seminar was to analyze strategies for debt negotiations and to provide practical training in the legal and administrative skills demanded by the rescheduling process and debt management. Consideration was given throughout to new techniques and alternative courses of action. The aim was to provide developing countries with an opportunity to build from among their own professionals a strong and efficient team of legal advisors and negotiators.

a. Visiting Instructors

The visiting instructors were experts who had worked on debt issues in a wide variety of developing countries, as representatives of the borrowers, lenders or international institutions. Each had a background in either international law or finance and in some cases both. The experts for this seminar were:

1. Mr. Lee C. Buchheit, Partner, Cleary, Gottlieb, Steen & Hamilton - Spends majority of time on debt restructuring issues. His firm represents govts of Mexico, Philippines Chile, and Dominican Republic in connection with the current debt rescheduling for these countries.
2. Mr. Luis Catan, Head of Public Debt Dept, in the Direction of Public Debt, Ministry of Treasury, Government of Mexico. Mr. Catan has a been involved with Mexican debt restructuring since the outset.
3. Mr. William Holder, Asst General Counsel, IMF - He is involved with legal relations between the IMF and its borrowers, including the drafting of borrowing agreements
4. Mr. Anthony Mauger, Standard Chartered Bank, International Banking Division - He is a Regional Manager with responsibilities which include cross border lending to sovereign or corporate borrowers in Africa, Asia and Australasia. The Bank has been particularly involved in the Malawian and Zambian reschedulings and the Nigerian trade debt refinancing.
5. Mr. David Shuratgar, Director of Morgan Grenfell and Co. Ltd. He is the director responsible for the Projects Finance and International Advisory Services departments.
6. Mr. Mark A. Walker, Cleary, Gottlieb, Steen & Hamilton. He is a partner with responsibility in the area of international financial matters particularly in sovereign debt restructuring.
7. Mr. Phillip Wood, Partner in Allen & Overy where he has extensive experience in international financial law. He has worked extensively with the problem of sovereign debt rescheduling.

The experience of the visiting instructors was very well balanced.

b. The Participants

The participants were also especially well chosen. There were twenty two participants from eighteen (18) countries and one Regional Organization (African Development Bank). The substance of the seminar was divided into twelve topics. See, Annex W to get a fuller view of the treatment given the subject matter.

E. TRAINING WORKSHOPS

In addition to its courses and seminars regularly held at the Rome headquarters, IDLI designs and conducts in-country workshops. Unlike the regular program, the workshops respond to requests by developing country governments or organizations. The factor that distinguishes the workshop from the Rome based courses or seminars is the element of special design. Each workshop is tailor made to a defined training or problem solving objective.

1. Length

The length of a workshop depends on the scope of the topic. They have ranged from a few days to more than a week. Normally they have been one week in duration - thirty hours of training.

2. Subject

The workshops can address a traditional training need in basic legal skills, such as negotiating or drafting, or a substantive subject, such as new financial arrangements. They may also assist in exposing decision-makers to experts who have resolved similar problems in other countries. For example, an IDLI workshop in Beijing introduced Chinese lawyers, including draftsmen of the new China company law, to company laws in other countries.

3. Diagnostic Visit

The first step in the design of a workshop is a diagnostic visit by the designated IDLI workshop manager. The purpose of the diagnosis is to identify and prioritize the training needs, develop a collaborative relationship with a counterpart organization and agree on the basic elements of the workshop (such as duration, target audience and timing). During the diagnosis, the parties agree upon a division of responsibilities, reach a tentative understanding concerning the syllabus and identify the types of visiting experts required. In the usual diagnostic visit of three to five days, the IDLI workshop manager will seek views from a wide variety of relevant sources, including members of the target audience. The diagnostic visit is critical to the success of the workshop because it is the primary source of the design. See Annex X which takes us through a diagnostic visit and workshop preparation.

4. Cost

The average cost of a workshop is US$ 25,000 per training week. This sum includes international travel, visiting instructor honoraria, per diems and IDLI overhead fees for both program and diagnostic visit. It does not include local costs for such elements as participant travel and maintenance, rental of the training space, entertainment etc. These local costs are generally borne by the requesting organization directly. Since the workshop is not part of the Institute's regular program, there is no provisions for workshops in the IDLI budget. Generally, IDLI can suggest possible sources of foreign exchange funding. There have also been grants made to the Institute which have been earmarked for training workshops.

5. Workshops That Have Taken Place

Some of the Workshops that have taken place have been:

a. Drafting Company Law, July 20-25, 1986 - Beijing, China.
b. Legal Aspects of International Trade, 1986 - Jakarta, Indonesia.
c. Legal Aspects of International Trade, 1987 - Geneva, Switzerland.
d. Negotiating and Drafting International Investment Contracts, April 6-11, 1987 - Douala, Cameroun.
e. The Functions, Duties and Powers of the Board of Directors of an Indonesian Limited Liability Company, Sept. 21-25, 1987 - Jakarta, Indonesia.
f. Transfer of Technology, September 20-24, 1987 - Karachi, Pakistan.
g. Business Contracts workshop and consultancy for Centre for Legal Studies, August 29-Sept 1, 1988 - Jakarta, Indonesia. (See below "twinning activity p. 46)
h. Training Workshop for Arab and African Arbitrators, Nov 13-24, 1988 - Cairo, Egypt.
i. Project Financing and International Contracts, June 4-17, 1989 - Bridgetown, Barbados.

6. Workshops Scheduled for the Future

There are other Workshops in the planning stage. Some of them are:

a. Negotiation Techniques - To take place in Brazzaville, Congo, Oct 23-28 1989 - plans finalized.
b. Legal Constraints to Enterprise Development - Diagnostic took place in early June 1989 - Accra Ghana proposed site
c. Training Workshop II for Arab and African Arbitrators - plans are moving forward - no site selected.
d. Negotiation of Joint Venture Agreements with China,

waiting for a response - site Beijing sometime in 1990.

e. Negotiation Techniques, - To take place in Bamako, Mali sometime in 1990
f. Negotiation Techniques - to take place in Bogota, Columbia some time in 1990 - plan to be developed.
g. Planning and Drafting of International Service Contracts, March 26-April 7, 1990 - Kinshasa, Zaire
h. Drafting Tourism Management Contracts, to take place during 1990, Praia, Cape Verde.

F. STAFF INTERVENTIONS

The senior staff of IDLI has intervened at a variety of conferences and workshops. The practice began when the Institute was new and it has continued. During 1988 five specific interventions were made at a variety of meetings. The intervention allows persons with an interest in subject matter similar to that of IDLI to get to know the staff members. This subject has been dealt with above in III.C.4.

G. OTHER ACTIVITIES

IDLI convenes Colloquys and Consultative Meetings from time to time. The first consultative group was convened in May 1983 in a Curriculum Planning Workshop. Twenty three legal and training experts from around the world met to assist in the design of the Institute's first program. IDLI also invites professional organizations and donor agencies to participate as observers at its Annual Board Meetings.

1. Consultative Meetings

In 1986 a group of donor agencies and professional organizations was convened in Rome to show them the Institute first hand and to hear their views about the activities that IDLI should pursue. The Consultative meeting was opened by the President of IFAD who welcomed all and made warm statements to those gathered about the work of IDLI. The consultation proved to be worthwhile as many new ideas were generated by the group. For a closer look at the deliberations, excerpts are presented in the IDLI Annual Report for 1985-86. IDLI is talking about convening a group to discuss the issues of adding Spanish language training.

2. Colloquy

IDLI has now proposed that a Colloquy be convened in Rome tentatively, November 13-15, 1989 for three full working days (six hours per day) to discuss "The Debt Crisis: Techniques in Transition." A request has been sent to the Italian Bankers Association for a grant of approximately US$ 10,000 (14 Million Lire) and the use of their headquarters at the Altieri Palace. No fee is to be charged the participants. However, they will be expected to cover their own international travel and per diem costs. The proposal is to bring together twenty to thirty legal

advisors and others who are presently involved in the negotiation and drafting of new legal instruments at the micro-level or new approaches at the macro-level. Those to be invited will be from:

- heavily indebted middle income countries;
- heavily indebted low income countries;
- commercial banks;
- the US Federal Reserve;
- the US Treasury;
- the French Treasury;
- the Japanese Ministry of Finance;
- the World Bank;
- the IMF; and
- two economists who specialize in international issues.

3. Twinning Activity.

IDLI has maintained contact with the Center for Legal Studies (CLS) in Jakarta, Indonesia. It was decided that a two phase program would be developed with two overall goals: to exchange development law training ideas and resources; and to utilize the IDLI experience to facilitate CLS's institutional development.

The inaugural event in the series had been a joint workshop on "Current Key Issues in Indonesian Corporate Law" in September, 1987. IDLI took the lead responsibility for designing, preparing and conducting the event in order to demonstrate for CLS and Indonesian lawyers the applicability of a participatory training methodology.

As a follow-up to the Jakarta program, it was conceived to embark on a two part program. The first part was to act as a skills building tutorial for CLS personnel. The second part was to be a two part workshop during CLS's regularly scheduled courses. In the first of the workshops, IDLI personnel would take the lead role as course manager and trainers, with the CLS persons assisting. In the second workshop the CLS personnel would step into the lead role with IDLI team supporting as needed. Both workshops were scheduled for 1988.

CLS then proposed a program modification to shift the tutorial venue to Rome. The rationale for the new proposal was to combine the tutorial with an organized site visit to IDLI's headquarters, so CLS could observe at first hand how IDLI organized its courses, etc. IDLI welcomed the modification, recognizing it as an opportunity to involve the entire IDLI staff with the "twin." USAID agreed to absorb the costs.

Further adjustments took place in the original schedule. To accommodate changes in the CLS schedule the workshops were reduced from two to one. The date was changed. The planned 7 person CLS delegation to Rome was reduced to 5, then to 4.

Finally, pre-departure difficulties delayed the delegation's arrival in Rome, which necessitated postponing the Program's commencement. In the end, all but one half day of the proposed program was conducted.

The workshop took place in Jakarta August 29, 1987 and was followed by a planning consultation. The steps were outlined by the CLS staff how they were proposing to move forward and set up a training center similar to IDLI. The report submitted to IDLI following the planning meeting emphasized the need to maintain momentum when the consultant departed. Once before, competing obligations on the part of CLS staff had prevented them from moving forward. It is unclear at this time what the follow-up has been.

H. DOCUMENTATION CENTER (LIBRARY)

For most of IDLI's existence, the library or documentation center has been considered its weakest link. The library has consisted chiefly of donated books and materials. Annual reports of development organizations and other "free" descriptive materials formed the bulk of the collection. The government of the Netherlands earmarked a portion of its contribution for library procurement. In 1988 just over US$14,000 was expended on publications for the library. It has been given a modest start.

1. Location

It is presently located on the ground floor of the building housing the Institute. It is located in a room that is located with the administrative offices and the reproductive services. Unfortunately, it is not physically located with the part of the facilities that are integrally related to the teaching program. During the evaluation visit not one of the participants was seen perusing or even sitting in the documentation center reading a newspaper.

2. Catalogue

There is no catalogue or any systematic way of understanding what is available. The Institute intends to hire a short term library consultant to help develop a appropriate classification system, begin a computerized listing of titles and develop more efficient book procurement procedures.

3. Priority Allocated to Documentation Center

The Director and two of the PLC's made special effort to discuss the future of the documentation center. They all regard it with some importance, but the truth is that very little budget has yet been earmarked for the development of the collection. There was virtually no discussion of prioritizing subject matter for acquisitions or the relationship of the library to the training program in a systemized and organized fashion. All

cannot be thrust on the shoulders of a consultant. The issue is much more important than the simple classification of the existing collection. An ongoing relationship with a person, either as part of IDLI staff or on the outside who can organize and help maintain the library arranged. When one realizes that a surplus has existed in the unrestricted budget, since 1984, the lack of attention to the development of the library is more glaring.

Two of the PLC's have had experience working with library collections, yet there is, to my knowledge, no specific committee that specifically deals with the issue of the coordination and development of the library or its collection. It should be given the same status as other administrative issues.

I. EVALUATIONS

Evaluations are a very important part of the IDLI activities. The evaluations are done both formally, through the administration of questionnaires and informally by distributing course objective sheets which allows each participant to get a clear idea of his progress in the course or seminar and how well the visiting instructor or PLC is sticking to the program that has been formulated.

1. Formal Evaluations

The formal evaluations are important in terms of the feedback that IDLI is seeking. They are carried out after each visiting instructor has completed his/her presentation and at the end of the course. A follow-up is then conducted some months after the participants have returned home to determine the importance and relevance of the course or seminar to the person who has participated. Examples of the responses to both the general questionnaire and the one following each visiting instructor are included as Annex Y.

a. DLC Evaluation: Beginning of Course

The evaluation of the effect of the DLC is more important for the long term stability of IDLI, since the skills training part of the program is at the core of the Institute's activities. At the outset of the course each participant is asked to fill in a questionnaire relating to their job functions and the use of the seven basic legal skills that are part of the training. The participant is asked to rate themselves in how well each of them drafts, negotiates, advises, etc. This questionnaire is then readministered at the end of the program to allow the participant to evaluate him/herself in the critical areas of the training.

b. End of Course Questionnaire

At the end of the course a comprehensive questionnaire is administered asking the participants to evaluate and then write

open ended comments on virtually any aspect of the program. The 28 page questionnaire is divided into seven parts:

1. Course enrollment/publicity
2. Training Environment and support arrangements
3. Training effectiveness
4. Your involvement
5. Organization and conduct of program
6. Course instructors
7. Overall satisfaction

Rather than discuss the responses of the participants, the completed questionnaire for the DLC5E is included in Annex Y . This overall evaluation is then combined with the individual evaluations by the participants of each of the visiting instructors. A booklet is prepared for internal use. Decisions concerning the changes that might be necessary can be made by referring to suggestions of the participants.

c. Long Term Questionnaire

There is also a long term questionnaire that is distributed to the participants in the course some months after the training has been completed and they are back on the job in their own countries. In addition, many participants are required to prepare a report evaluating the course either for their employer or the donor agency that provided funding. Many participants do not send in the report, although in Tunisia each of the persons who had attended a DLC mentioned having started to write one. Only one of four DLC participants actually completed the report.

d. Follow-up Questionnaire to all Alumni/ae

A project is underway wherein two questionnaires are to be sent to each alumnus/a of IDLI asking them to comment on the impact that their IDLI training had on their professional life. The purpose of the questionnaire is to get some kind of long term look at the impact IDLI training has had on people's careers and to take a more general look at the impact the training has had on development. The result of this inquiry is slated to become the second title in the IDLI publication series.

2. Informal Evaluation

The unsolicited letters and meeting with people that PLCs and the Director have in the course of their travels is very useful. Many time alumni/ae discuss the Institute and propose ideas they have had after they left IDLI and were back home. The Institute does a very good job of keeping its ties open to their alumni/ae.

J. EFFECTIVENESS OF IDLI

It should be clear that IDLI is an outstanding institution that performs its chosen function excellently. There are, naturally, areas that need improvement and this is especially true of an organization that is in the process of evolving. Even though IDLI's mission is clear, the overall perspective must be looked at with a critical eye.

1. Instruction

IDLI has developed their instructional style with great care and insights. It is extremely effective. Participants like the interactive style and the simulations that they work with during their IDLI training program. In observing classes, it was clear that virtually all participants were totally immersed in process. There is an excellent balance between the teaching of legal skills and the substance.

The integration of the visiting instructors, has gone very well. The more successful instructors tend to participate more than once, and thus are integrated into the instructional program. This has the obvious effect of raising the quality of instruction. There is the risk, however, noted by visiting instructors that although their enthusiasm is currently high, they could not predict how long they would be able to devote the time and effort they put into preparing materials for IDLI courses. It was also noted that one cannot keep working indefinitely on a pro bono basis, although for most of the persons who are working pro bono, payment is not an issue. However, with keen insight into this possibility, IDLI has developed a visiting instructor's roster which allows them to draw from a large talent bank. There are currently over four hundred names in this data bank.

There are four PLCs on the IDLI staff, two for each language program. They divide the responsibility for course coordination. Although in principle this is a good arrangement, it does not really optimize the use of the personnel both in terms of how often they coordinate courses and the functions they perform. Since there has recently been staff turnover of two PLCs, time is now being spent integrating the new PLCs into the Institute. However, once they are able to coordinate courses and seminars alone, it is important to take a closer look at how the PLCs should spend their time.

The training program also includes a component for workshops. Presently these are handled on an ad hoc basis. In conjunction with analyzing the functions the PLCs should perform, it is important to consider the longer term outreach program. Development of this aspect of the IDLI program would potentially provide a more effective use of the PLC's time.

The instructional program has focussed on the English and French speaking worlds almost exclusively. It is arguable that a

program that offers training on a world wide basis should also consider more seriously the inclusion of Spanish instruction. The mission of IDLI would service their defined constituency better if they were to expand their programming.

2. Curriculum

The offerings by IDLI are well thought out. They present to a carefully defined constituency substance that is entirely appropriate. The DLC provides for a relatively junior person a series of skills that are essential to successful participation in the process of development which involves bilateral, multilateral aid or international banking activities. The substance is also well chosen in the DLC, but perhaps IDLI's greatest strength is that it is never static. There is always a quest for the issues that are relevant to the development lawyer. As the focus changes, so does the content of the DLC. The seminars are designed to deal with issues of current importance. The Institute defines their subject matter a year in advance and with the advice of the Board tries to keep the focus as close to the most relevant issues as they can. They have been extremely successful in defining their curriculum.

3. Course Materials

The course materials are excellent. IDLI has been able to accurately perceive a weak point in developing countries, the lack of background resources. They provide participants with course materials of the highest quality. As noted above, participants take great pride in being able to use the materials when they get back home. Even with the changes that IDLI incorporates into the materials over time, they are extremely valuable and serve most effectively.

4. Admissions Policy

This is a problem area because of the funding situation. IDLI is constantly faced with the problem of balancing the fellowship monies they hold with the possible availability of funds from local missions of different donor agencies. This affects the admissions process. It puts pressure on the Institute to accept persons who fit the conditional categories of each donor. The level of discussion in the seminars is directly tied to who is admitted. It was commented on by virtually all of the Tunisians that the level of the participants was uneven enough to affect the output of the seminar. Secondly, the admissions process is closely related to the marketing effort. Even though thousands of applications, posters and program announcements are sent out each year, it is not clear that IDLI knows which of their marketing tactics is most effective in attracting candidates. They should attempt to analyze this admissions information.

5. Documentation Center (Library)

This is one of the acknowledged weak points of the Institute. The collection is virtually unusable at this time. Altthough IDLI does have a plan to catalog the collection, it is unclear how deep the commitment to library development really is.

VII. IMPACT OF IDLI PROGRAM

The impact of the fellowship program will be evaluated from two different perspectives; objectively, from the interviews and observations of the evaluator, and from the perceptions of the participants themselves. It is difficult to make specific findings with scientific accuracy since the length of the evaluation and the resources available were limited. However, many things were said and the effect of the program was presented by participants in Rome and alumni in Tunisia that allow comments to be made and hopefully taken seriously.

A. THE GENERAL IMPACT

1. Enthusiasm for the Mission.

The impact of IDLI is best seen through the enthusiasm of all who have dealt with it. There is a general sense that a mission is being carried out that is very important. Not only do the staff feel that they are impacting directly on the ability of the developing countries to reach parity in their dealings with the large institutions of west, but the persons who participate as visiting instructors feel the same. For example, among World Bank legal staff there is the feeling that they are reaching out and helping the lawyers who deal with their processes. The same is true of others who have served as instructors.

As already mentioned, one lawyer, employed by a large law firm in the United States who has been an instructor more than once is willing to invest his time in preparing course materials because he feels that the Institute is working with the right constituency in the right manner, with the proper goals. Another person who has been a visiting instructor twice and who served as technical coordinator for a seminar recently, said he was willing to give his time to IDLI in both teaching and the preparation of materials because of the importance of the mission in which IDLI is engaged. He felt that a lot of the persons who participate never get a chance at practical exercises. IDLI presents the practical side of the issues very well and at the same time is dealing with crucial substantive issues.

2. Training

As members of American society we take for granted the availability and relevance of continuing education. In the developing world, practical training in law is simply not available. The fact that members of the anglophonic tradition are

able to get some important training to deal with issues that they must face in performing their functions is important. However, it is also crucial to understand that in the francophoniuc tradition, legal training is much more theoretical than in the anglophonic world and the idea of practical continuing education is not an idea that is even considered. Yet IDLI has introduced the concept of practical training to the francophonic world by adjusting the English styled program to the French language. They have created an enthusiastic market. If the application numbers are reviewed, it becomes clear that those in the francophonic world are very interested in pursuing training at IDLI.

3. The Need for IDLI Style Training

The importance of IDLI training can be realized when you find numerous persons from one organization that desire to receive the training. One prominent example is the Central Bank of Tunisia where nine persons have completed seminars and the desire to continue sending persons for IDLI is still keen. The training officials and the head of the legal department realize that IDLI offers seminars that are relevant to the activities taking place in Tunisia and they also feel it is desirable to have the staff receive the training. This is true even though officials of the Ministry of Planning do not want to approve members of the Central Bank legal staff "because too many of them had already gone to IDLI." The alternative, the bank staff members felt was to design a workshop and have it take place either in Tunis. It was evident that IDLI had provided training that was worthwhile and the recipients had realized it and therefore were requesting to continue to receive the benefit. One of the obvious strengths in IDLI training is that the recipients realize that the product they are receiving is highly relevant to their profession and they would like to continue receiving it.

4. The Quality of IDLI Training as a Factor in Keeping The Demand High

The impact of IDLI is directly related to the quality of the training they are offering. Not only are they providing what is substantively relevant, but they are doing it utilizing a process that captures the imaginiation of the participants and enhances IDLI's reputation. The interactive style of teaching they utilize is clearly succeeding. A review of the planning materials and the correspondence which is part of the planning behind the actual product confirms that they are not only performing well, but their planning and design functions are carried out in an excellent manner.

5. The flexibility of the training program

The recognition that IDLI is now receiving throughout the developing world is clearly related to the choice of subject matter that they teach, both in the seminars and the DLC. The crucial fact is that this choice of subject matter is viewed as

part of a continuum and there is a constant pressure to make sure that the IDLI offerings are relevant to the development lawyer. The fact that they have been so flexible in their programming choices, has made their impact even greater.

B. IDLI'S IMPACT ON THE PARTICIPANTS

The participants who have been through IDLI have a very definite view of what kind of impact the program has had on them. I have taken the materials garnered from the interviews and divided them into the five categories that participants have identified as areas that have had the most important impact upon them.

1. Feeling Better Trained

All of the participants interviewed both during DLC6E and in Tunisia emphasized that they felt better trained. All the DLC6E participants talked about gaining confidence in applying legal skills that they either did not use properly or did not appreciate. The persons in Tunisia were all talking about the importance of the substance, since most of them were participants in IBT seminars. For persons who were participants in the DLC, but who had been to IDLI previously, there was unanimity (2 alumni in DLC6E) that what they learned in their seminar was important to their work. In fact one person who had been in the Countertrading seminar took the materials he received and adapted them to his country. They were printed there at the cost of the government, because as he explained, the Minister was so happy with the usefulness of what I learned at IDLI.

2. Able to do Existing Job More Efficiently

A number of the participants in DLC6E indicated that they applied to the Institute because persons they knew had been to either a seminar or a course and had come back talking about the new things they learned and were applying on their jobs. In the Attorney General's office of a state in northern Nigeria, a person who has been to the DLC is given responsibilities which conform to the content of the course - generally negotiating with foreign donors and banks. This was also true in Tunisia where many of those interviewed spoke of the being called in to do things that they were not asked to do previously. Members of the Central Bank were most grateful for the courses as they have been helped with many substantive issues that have been part of their jobs and were dealt with in the seminars.

3. Job Changes

There have been a number of persons who talked about gaining qualifications from a DLC or a seminar which allowed them to enter different jobs. In fact, some of the people who I could not locate in Tunisia, it turned out, were unavailable because we did not locate where they were now employed. Some of the alumni

informed me about job changes and promotions, that they felt were due to IDLI courses. In fact, the reality seems to be that most people go back to their jobs and are able to utilize new skills. Among the participants in the DLC6E a few told about persons who changed their jobs because they had participated at IDLI. It was also obvious in Tunisia that people had been able to change jobs. It must be realized, however, that for the most part the participants are civil servants who return to their jobs following the training and for the most part stay with the civil service. Of the thirty six persons we attempted to get in touch with in Tunisia only two were no longer employed by the person they were working for when they attended the IDLI training program. A third person had a job change, but it took him away from the training he received in an IDLI DLC.

4. The Handbooks

All of the alumni/ae spoke about the materials they received. In fact, many people had the materials on shelves or in cabinets in their offices. This was also true of persons who had been visiting instructors. It was mentioned by virtually all persons how important the materials were. People mentioned how they share with people who had gone to seminars different from them, etc. This was especially true in the Central Bank of Tunisia where the materials were regularly shared among members of the legal staff. A Nigerian participant in DLC6E talked about how the materials from the Course were kept in the office and were used for reference purposes. This was also repeated by persons from Lesotho and Malawi.

5. Contacts with Important People

A number of participants felt that they had become acquainted with important persons in their field. One Tunisian related how he had gone to a meeting in Paris and found that he knew a number of the other participants because they had been both participants and visiting instructors in his IDLI seminar. The impact of persons attending a program at IDLI and then going out into the world and finding that they are already acquainted with a core of persons who work with the subject matter is self evident.

6. Tangible Results from Participants

Although one hears stories how being at IDLI led to some important legal change in a country, it seems difficult to document. However, in talking with one participant in Tunisia, who both as a result of his job and his participation in an IDLI seminar had been put on a law revision commission. His input from his participation in IBTIF was to introduce a specific legal concept into the law of Tunisia. As he said, they had discussed the concept at the seminar. He knew that Tunisia did not have it in the law and so he proposed it and in the law revisions of 1987, it was included. Secondly, because of his participation at

IDLI he was able to take clauses from some of the petroleum contracts that had been discussed and produce for Tunisia a model contract that is given to the Oil companies when they first come to Tunisia so they can see what kind of context the National Oil Company (ETAP) will start off their negotiations. Likewise, regulations concerning procurement were changed in Tunisia following an IDLI seminar.

C. SUMMARY

It is clear that the impact that IDLI has on the developing world is significant. It does not make a difference whether one focuses on IDLI as a training institute or looks to the participants to determine the actual change that has taken place. The numbers speak for themselves. Each year one hundred and fifty persons, primarily from developing countries, come to partake of the IDLI experience. Virtually all leave enthusiastically imbued with a new spirit. One need only read the IDLI Bulletin to get a flavor of how positive the feeling is about IDLI's mission.

VIII. SUSTAINABILITY

The issue of IDLI's sustainability can be looked at from a number of perspectives. No matter how one views the Institute the prognosis is positive. We will look at sustainability from five points of view.

A. THE ORGANIZATION

IDLI has gone through two stages. When Messrs Blanchi, Hager and Loris first formed IDLI they were entrepreneurs. They were faced with all the start up issues of any organization. They had defined their constituency, but they had to determine if that constituency was interested in them. After almost three years of selling, it became time to refocus their effort. With the help of a staff development workshop, they were able to become managers. The past three years, therefore, has been spent developing their management style. They have successfully accomplished that object by spending a great deal of time defining what their management style should be. Because of their intelligent approach to management issues and the fact that they are willing to carefully consider each step and enlist the aid of as many outside supporters as possible, they have put their organization on a firm footing. As they enter into a new phase, which might be called the consolidation phase, they are fully aware that their attention must be focussed on a further refinement of the management issues. They are excellent managers and will clearly continue to be so. It is highly likely that their insights will continue to be used in a manner which maximizes institutional growth and development.

B. THE FINANCES

IDLI's financial situation is promising on the one hand and potentially unstable on the other. The positive aspect of their finances is that they have an endowment provided by donors directly and a general endowment fund which has been created through an efficient use of their unrestricted grant money. Over a six year period they have been able to accumulate over US$ 1,800,000 from the excess of support and revenue over expenses. This means two things: first, they have been able to raise funds which were adequate to cover their administrative and operating expenses and second, through sound management techniques they have been able to capitalize so that their general endowment fund has a principal of US$ 800,000 and the operational reserve is completely funded at US$ 200,000. The total reserve fund balance is US$ 2,403,895. If one reviews the figures, this total reserve balance has been increasing by over 40% a year since 1985. This is a sure sign of sustainability if accumulation of reserve funds continues as it has up until now.

The potential negative point is simply that, as of now, there is very little pledged beyond the end of 1989. They have not yet received long term grants from donors and until they do they will have to go through the fund raising ritual each year. The fact that they do not have significant funding beyond the end of 1989 does not mean they have entered a new phase. All indications are that their level of funding will continue. If it does, there is relative certainty that they will create more surplus funds which will be moved into the reserve fund and move them yet another step closer to full financial independence.

Full financial independence is not going to be a reality next year unless a donor provides them with a significant endowment. It is clear, however, that they are doing precisely as they should. They are moving closer to a sustainable position each year. With the record they have established, there is no question in this evaluator's mind that sustainability is with in reach.

C. DEMAND

The application figures show that there is a demand for IDLI training. It is important to determine whether there is a potential long term market. The answer appears to be positive. It is necessary to look at their present product. It can be divided into three parts: the DLC, the IBT seminars and the workshops. Each has its own personality and each should pose no problem of sustainability.

The DLC serves a constituency that is relatively junior. There are a great many persons throughout the world who could benefit from this training. IDLI has not yet really tapped anywhere near their potential market. As newly trained persons are joining the ranks of relevant organizations who feel the DLC is important, the demand will continue. The risk that learning basic

legal skills will become irrelevant is not very high. The section of the DLC which deals with substantive development law issues, is not likely to become irrelevant, but even if it did, IDLI's strength is that they are willing to revise their approach to meet currently defined needs. In this light it is highly unlikely that IDLI will lose its demand.

The IBT seminars are presently in good demand. As long as IDLI continues to watch their market place and continue to offer seminars on topics that are relevant, there is no question that the demand will continue. The manner in which the seminar topics are proposed through the Board insures that they will continue to be very much aware of their constituency and work to serve them well.

The workshops are also sustainable by their own definition. Since they are designed to operate on the demand of a government or an organization, IDLI is simply acting as the go between that can bring appropriate resources to those in need. As long as their marketing skills continue to operate efficiently, the demand should continue indefinitely.

The IDLI process is designed in a way that prevents the organization from taking their success for granted. They must continually stay aware of the relevant issues in their field and provide services in light of these relevant issues. If they don't remain dynamic in this manner, they will simply disappear very quickly. That cannot happen if they continue to follow their own designated procedures.

D. MARKETING

Marketing is one of IDLIs strong points. They still have to refine their process to make it more perfect. They do not hesitate to use every possible resource to promote themselves in all possible ways. All alumni receive the IDLI notices. As the number of alumni increases at the rate of at least 150 per year, they continue to get broader coverage. They also do not hesitate to aggressively make their presence known, either by traveling to various countries and meeting people or by appearing at international meetings and intervening. This constant movement and presentation of ideas is important to insure that the Institute will continue to be on peoples minds.

E. FOLLOW-UP

Once again IDLI is aware of the importance of keeping their product alive on the market. The IDLI Bulletin, which appears twice a year, is sent out to all alumni/ae. It provides the news of what is going on at IDLI, staff changes and anything else that is relevant. It also has alumni notes which both reports to the world of IDLI supporters what individuals are doing while at the same time the individuals keep in touch with IDLI by letting them know what is happening to them. If individuals do not write in,

IDLI staff members make notes of events when they are traveling and submit information for the Bulletin.

There is also follow-up when staff members travel either to market the program or to attempt to set up workshops. In any case, there is a great deal of follow-up which is paying off by bringing IDLI to the attention of potential candidates and helping to develop the workshop program. When IDLI staff travel, they always visit with alumni if any are available.

As can be seen, IDLI follow-up is first class. They are very much aware that their follow-up is important to sustaining the program. They do all they can to insure their future.

IX. RECOMMENDATIONS

The following recommendations are made as a result of the findings presented in the previous sections. The recommendations are categorized in two broad headings: recommendations for AID and recommendations for IDLI. It should be understood that this evaluator is not presenting the recommendations for IDLI in any conditional sense. The recommendations merely state what seems to be logical for IDLI at this stage of its growth. AID will have to determine what the full scope of these recommendations mean when and if they act upon the recommendation for continued funding.

A. RECOMMENDATIONS FOR AID

1. FINANCES

Recommendation No. 1. It is recommended that in light of the positive financial record already established by IDLI and the steady movement towards sustainability that AID continue their funding in the total amount of $2.500,000 over the five year period of 1989-1994 at the rate of $500,000 per year. The grant would be divided into three parts:

1. General & Administrative	- 1,500,000	(300,000 per year);
2. Fellowships	- 880,000	(176,000 per year);
3. Library	- 120,000	(24,000 per year).
TOTAL	2,500,000	(500,000 per year)

This would account for approximately 16% of the total budget for both general & administration and fellowships. It is justifiable in light of the significant progress IDLI has made towards sustainability. Although there could be additional savings in IDLI's future once they sign the headquarters agreement with the government of Italy, the fact that there is a surplus in the general & administration category simply allows the Institute to move closer to sustainability. The fact that IDLI has not reached sustainability at this time does not reflect poorly on the financial administration of the Institute.

It has not significantly grown, and where there has been some expansion it has been done after long and detailed study, consultation with others and after the proposal was submitted to and approved by its Board of Directors.

Library support is included, because as is stated both in the body of this Report and in Section J. of these recommendations, this evaluator does not feel the proper emphasis has been given the library. The granting of funds restricted in use for library development should provide the proper incentive to take the matter seriously

The alternative to a restricted grant would simply be providing IDLI with an unrestricted lump sum to be added to its general and administrative account or to provide monies earmarked for its endowment fund. The issue that IDLI must face most seriously is the reality that they are gradually moving toward self sufficiency, but at the same time due to the fact that they receive short terms grants of one to three years in duration, they must use the manpower of one person, virtually full time, to continue searching for the funds that are necessary to maintain the Institute on a year to year basis. As we have already seen, after the end of 1989, the only sure money in hand is the $140,000 from Canada (CIDA), the tuition and the interest from the endowment funds.

Realistically, many of the governments and foundations who have supported IDLI should continue to do so, because their record is positive, their service is necessary and of a high standard. Therefore the continuation of American support, at the same rate ($500,000) per year, but at a reduced per cent of actual expenditures is more than justified. This is so because AID took a chance at the outset when there was no track record to look to, and continued the support on the basis of an excellently presented evaluation even though the evaluator had never visited the Institute. Now that the full picture is available in some detail, it should become clear that AID's decision at the outset was correct. With the record that IDLI presents, it is important that AID realize that they are able to help secure the future in as important a way as they did when they first provided the start-up grant in 1982.

Recommendation No. 2. It is recommended that AID support be moved from the Asia/Near East Bureau (ANE) into a Bureau that deals with world wide programs.

2. AMIDEAST

Recommendation No. 3. It is recommended that AID should provide any future funding directly to IDLI without using AMIDEAST as the intermediary. If IDLI would then like to utilize the services of AMIDEAST for recruiting purposes or to for liaisoning in the United States, IDLI should decide that issue

for itself.

3. TRAINING

Recommendation No. 4. It is recommended that wherever possible AID make every effort to acquaint USAIDs with the IDLI program and if possible encourage training officers to visit Rome to get a first hand look at the program. These visits should be made while a training program is in session.

4. REPLICATION

Recommendation No. 5. It is recommended that AID recognize the strengths in the management and course administration style of IDLI and wherever possible encourage other training institutes to visit Rome in order to learn from the management and administrative model IDLI has developed.

5. FEEDBACK

Recommendation No. 6. It is recommended that the FODAG representative should attend the public session of IDLI's annual Board of Director's meeting and report the deliberations back to the appropriate AID source to insure that AID is kept abreast of IDLI developments.

B. RECOMMENDATIONS FOR IDLI

1. STAFF DEVELOPMENT AND REORGANIZATION

Recommendation No. 7. It is recommended that IDLI revise the terms of reference (job descriptions) of the two Senior PLC, Messrs. Loris and Blanchi. While evaluating the Institute, it became very clear that each of the three founding members had a particular strength that he brought with him. Michael Hager performs his duties as Director with great aplomb. He enjoys fund-raising. Bill Loris is the strength behind the development of the teaching program and Gilles Blanchi coordinates much of the outreach. This is not to imply that any of the three do not perform the other tasks well, it is said to simply recommend that the time has come for each of the three senior persons to be able to use his IDLI time in a manner which optimizes his relationship with the Institute. It is therefore recommended that the following functions be assigned to each of the Senior PLCs.

1. Mr William Loris be made the Director of Instruction. He would coordinate the Rome based program and each of the PLCs including Gilles Blanchi when he would be coordinating his course or seminars in Rome. This would have the effect of tying together the French and English language programs. They presently operate in a coordinated manner, but decisions are controlled by Blanchi. It is felt that there is too much autonomy on the French language side. Secondly, this integration would result in the formation of

a teaching team working with the person who is most involved with the intricacies of developing a meaningful teaching program. Loris would still participate in workshops, but would only coordinate those closely related to the subject matter with which he is comfortable. For purposes of the teaching program, Loris would deal directly with the Director, but because of the management style utilized all PLCs would still be integrally related. The open files and the rotating program committee allows for maintenance of the team approach.

2. Mr Gilles Blanchi has been responsible for the development of many of the workshops which have taken place or are scheduled to take place. He should become the Director of Program Development with specific responsibility for developing the institutionalized workshop program discussed in these recommendations. He already spends a great deal of time on the road. He should continue to do so and to see if he is able to build the program suggested. Mr. Blanchi would coordinate two of the workshops each year. He should have reduced course and seminar coordination responsibilities. This is possible with the hiring of Mr. Cordahi. They will co-coordinate DLC6F from September to December 1989, but Mr. Cordahi should then perform the coordination alone in 1990, and be more directly responsible to Mr. Loris. Ultimately, if the workshop program is successful and up to thirteen become possible annually, Mr. Blanchi should have an assistant who can work with him on the coordination of the outreach program.

3. The essence of this recommendation is to change the internal focus of the training program from language to function. The importance of the integration of the program requires that a functional chain of command exist. The ultimate growth of IDLI will be restrained if all of the senior staff have the same responsibilities.

Recommendation No. 8. It is recommended that the IDLI organogram be revised to show that the Administration Manager has direct line authority over the support staff. It is clear that the authority already exists, but it is not clear that it has been formalized.

Recommendation No. 9. It is recommended that a staff person be trained to oversee the function of the Library. If necessary, the person, so designated, should be located in the library in order to insure that proper security exists. See Section of these recommendations which relate to the Documentation Center (Library).

2. TRAINING PROGRAM

Recommendation No.10. It is recommended that the training program be expanded to include a Spanish language component. With the decision by Mr. Loris to stay with IDLI for the foreseeable

future, the stability of the senior staff will allow such a needed expansion (Space issues notwithstanding). By the end of 1989 both new PLCs, for English and French programs, should be integrated into the program which will make it easier to add a staff member for Spanish programs.

The Institute should identify a person to be employed as a PLC who could coordinate English training programs as well as Spanish. English is not favored over French, but inasmuch as the working language of the Institute is English, it would be advisable to find a person with capacity in both languages, than the three that would be necessary if the person were to work with the French training program. Obviously a person with capacity in all three languages would be preferred.

In order to integrate him/her into the program, the PLC should be hired as soon as feasible. late 1989 or early 1990, This person should commence receiving the same training background that each of the current PLCs have experienced. He would then be integrated into the training program by co-coordinating a seminar in English and commence preparing a DLC Handbook for a Spanish course.

Recommendation No. 11. It is also recommended that the restructuring of the training program be limited for the first two years to a Spanish language DLC. The most time consuming problem would be rendering the Handbook into a version functional for Spanish language participants. After the Spanish DLC has been offered twice, the Institute should consider scheduling one IBT seminar in Spanish. It is preferable to offer one IBT only after the PLC is well-integrated into the Rome program. In 1992, if the Spanish language program is a success, a second Spanish speaking PLC could be employed, and the program enlarged to the DLC and two IBT seminars.

The scheduling of an additional 14 weeks of course and seminar would bring the total training to 46 weeks per year in Rome. Since different persons would be involved in the coordination of the courses, there need be no time or space overlap. Even when IDLI moves to more spacious quarters, where more than one course could be taught simultaneously, at this time, it would not be advantageous to have groups overlap. One of the strengths of IDLI is that participants receive important reinforcement through the personal attention they receive from the staff.

A proposed schedule could be as follows:

1. IBTE - 3rd and 4th weeks of January;
2. IBTF - 2nd and 3rd weeks of February;
3. DLCE - 1st week March through 3rd week May;
4. IBTF - 4th week May to 1st week June;
5. DLCS - 2nd week June through 3rd week August;
6. DLCF - 2nd week September through last week Nov;

7. IBTE - 1st and 2nd week December.

Stage II would be increase the Spanish language training to **14 weeks:**

1. DLCF would be offered from 4th week in August through the end of 2nd week in November; and
2. IBTS would be offered the 3rd and 4th weeks of November.

The scheduling additions should not put any burden on the Handbook preparation (photocopying) process, as the DLCs, the most time consuming in terms of photocopying, etc., could be scheduled to avoid any conflict. The only possible overlap would be a workshop schedule that could potentially interfere with the production process.

The issue of space as a constraint to enlarging programming is serious, but inasmuch as there is the promise of a new headquarters provided by the Italian government, the short term inconvenience should outweigh the decision to delay. In addition to the PLC in 1989/90, a second PLC would be hired in 1992/93 as well as requisite support staff. There would be a minimum of two persons (possibly three) necessary to support the Spanish language program from the outset.

The cost of adding a Spanish language program would not overwhelm the Institute. Revenues from tuition would be over $200,000, and although it will be necessary to expend funds for personnel, benefits, travel, etc., it is relatively certain that a sizable surplus would be generated.

Fellowships for 25 participants for the first two years and 50 thereafter will require effort on the part of the Director and the PLC.

The worst possible financial scenario would appear to be utilization of part of the surplus which would result in a decline in the rate of growth of the general endowment. In the final analysis, this is hardly a gamble. The Institute is presently poised for this logical program expansion.

Recommendation No. 12. It is recommended that programming in Arabic be explored, but for the time being be limited to workshop training as discussed in section B.3 of the recommendations. For the foreseeable future, it is assumed that Arabic language speakers will attend either the English or French courses and seminars. However, it should be recognized that the Arabic language capacity does exist and when the Institute can absorb further program expansion, it should possibly be an Arabic language DLC.

Recommendation No. 13. It is recommended that IDLI not develop an Advanced DLC (4 week) course. This will not provide a

crucial service since the substance can be provided through an IBT. "Advanced legal skills" can be integrated into the DLC as it is now offered by simply upgrading the level. Expansion of the seminar program of new language training should be given priority.

3. TRAINING WORKSHOPS

Recommendation No. 14. It is recommended that IDLI implement a formal workshop training program. It is suggested each PLC would coordinate two workshops annually and the Director coordinate one. It will also be necessary to phase in such a program over a four year period because of staff additions. Mr. Cordahi, PLC for the French language, is new and would not be able to do two workshops until 1991; and the Spanish language PLC would not be able to assume a full load until 1992. A proposed schedule could look thus:

Proposed Schedule

1990 - 8 workshops - 2 each PLC (6)- 1 Cordahi- 1 Director
1991 - 10 workshops - 2 each PLC (8)- 1 Dir.- 1 Span. PLC
1992 - 12 workshops - 2 each PLC (10)- 1 Dir- 1 2nd Span PLC
1993 - 13 workshops - 2 each PLC (12)- 1 Director
1994 - in accordance with staff growth

If one looks at the workshops that have been conducted in the past, it is clear that these draw heavily from the Rome-based training program. The major preparation effort is the diagnostic visit and the coordination with visiting instructors. A technical coordinator assumes the responsibility of the preparation of the substantive materials with the aid of the PLC. When all PLCs are integrated into the Institute, each need only coordinate the DLC every other year.

Funding for workshops is generally arranged in a coordinated effort by IDLI and the host group. With some further financing on the horizon and the involvement of USAIDs, there are generally training funds available.

The length of the workshop would be subject to discussion. No longer than two weeks and no shorter than three days should be the rule.

The workshop issue is also discussed in Section B.1. of these recommendations, Staff Development and Reorganization.

4. INTERNATIONALIZATION

Recommendation No. 15. It is recommended that IDLI pursue the possibility of acquiring the new facilities in Parioli. Since it is going to be some time before the premises will be

available, the headquarters agreement should be formally presented to the Italian government, if the process of ratification goes on beyond the beginning of 1990. In that light, an arrangement could be made for the new premises which could dovetail with the internationalization procedures.

Recommendation No. 16. It is recommended that IDLI, possibly through the Chairman of the Board, tactfully present the concerns about the location of the Institute; the advantages of remaining in Parioli, and encourage the Italian government to seriously consider the premises they have now located before this building goes up for sale on the open market.

5. THE BOARD OF DIRECTORS

Recommendation No. 17. It is recommended that the Director appointment the current Board, or a portion of it as he sees fit, as a Policy Advisory Committee in the eventuality that the Constituent Assembly when it is convened under the International Agreement, sees fit to appoint or recommend the appointment of a body that would not be in a position to act in the best interests of IDLI.

Recommendation No. 18. It is recommended that a USAID person, preferably the General Counsel, be appointed to the Board, if it is permissible in accordance with AID's rules. Although, because of past relationships, this is delicate, there is no longer any official link in IDLI to AID. Since it is understood that it would not be appropriate for AID to directly discuss this issue, it is the purpose of this recommendation to raise it for action by IDLI and its current Board of Directors.

6. FINANCES

Recommendation No. 19. It is recommended that IDLI closely monitor the record of the United Bank of Kuwait to determine if they have to alter the investments made from the endowment funds. If the investment advisory service of the bank is felt to be unsatisfactory, the Institute should change investment counselors and even perhaps the bank, if the two are tied together. It is clear, that the service charge of the United Bank of Kuwait is quite low, but it is possible that a far greater return on investment could be realized from another bank even though the service charge might be higher.

7. FELLOWSHIPS & ADMISSIONS

Recommendation No. 20. It is recommended that IDLI continue their policy of helping potential participants search for ad hoc fellowships. This will be necessary until there is enough funding available through centrally administered grants. In the meantime,

it will be necessary for the Director to continue his travels in search of the funds.

Recommendation No. 21. It is recommended that less emphasis should be placed on counting how many countries have sent participants to IDLI. The Institute is already considered as one which serves a world-wide constituency. Thus, when there is an applicant from a new country there should be less temptation to admit him/her in order to expand the country list. Emphasis for admission should be primarily the qualifications of the candidate.

Recommendation No. 22. It is recommended that admission policy should not be compromised because some donor agencies look at statistics on women participants. The relevance of the applicant to the training program should be of primary concern.

8. MARKETING

Recommendation No. 23. It is recommended that IDLI should be marketing directly with the training officer in each USAID to acquaint them personally with the Institute and its mission.

Recommendation No. 24. It is further recommended that IDLI vary the format as much as possible of the "Ilsagram" in order to catch the attention of the appropriate person at USAIDs. This would be done in order to increase the visibility of IDLI in the USAIDs, especially with training projects.

9. VISITING INSTRUCTORS

Recommendation No. 25. It is recommended that the method of using visiting instructors be maintained virtually as it is with the exception that in the legal skills section of the DLC, the PLCs should assume more of the teaching responsibility. This can be done because of the fact that more of the materials for this section of the course have been reviewed and revised with an eye towards publication. Each section should be reduced to a separate Handbook through the IDLI Publication series as is the case with the negotiation materials.

Recommendation No. 26. It is recommended that more emphasis should be put on bringing back Alumni as visiting instructors. This will help improve the South/North ratio; it will also be positive for marketing purposes; it will help the Institute evaluate the success of its training; and, it will provide, especially for the seminars, some high level experience from the developing countries perspective. On the other hand, it will increase costs slightly as governments in Africa or Asia would ordinarily not be able to provide funds to allow their employees to work Pro Bono.

10. DOCUMENTATION CENTER (LIBRARY)

Recommendation No. 27. It is recommended that the library be properly cataloged by a trained law librarian who should be in residence at IDLI for two and a half months and organize the library.

Recommendation No. 28. It is also recommended that the librarian consultant spend one week at the Tristam Betts Room (Documentation Center) of the Refugees Study Programme, Queen Elizabeth House, University of Oxford as they are cataloging a similar type of library collection. The consultant should be in touch with the catalogers at the RSP/Oxford before commencing the effort in order to comprehend fully the computer program issues

Recommendation No. 29. It is further recommended that the consultant understand that the cataloging function will continue into the future. The consultant will be responsible for recommending acquisition for the library and updating the catalogue at least once a month following notification from IDLI of the acquisitions that have been received. It is important that the consultant be located in a library which receives material similar to that of IDLI in order that he/she be able to satisfactorily include subject matter classifications. It is not believed that IDLI can upgrade a clerical staff person to perform this function satisfactorily. In addition, one need only look at the support staff turnover record including maternity leave record to realize that it will be very difficult to perform this function adequately in house. The alternative is for IDLI to hire a full-time or part-time librarian, to do the acquisitions and cataloging. It seems more practical to use a consultant law librarian who would have the benefit of acquisitions tools in his/her own library and who could perform the task from there. The use of a computer makes it possible.

Recommendation No. 30. It is further recommended that the configuration of space in IDLI be rearranged to bring the library closer to the participants. It would seem reasonable to exchange the large classroom on the second floor with the library downstairs. Since the participants will spend time on the second floor, in any case, because of the location of two small classrooms and their lounge, it would seem to make sense to make the library more accessible by moving it into the large classroom. The present library should be able to accommodate 25 participants. One of the support staff, as noted, could be assigned to the library to maintain security and each month send a notification of acquisitions to the consultant.

Recommendation No. 31. It is further recommended that a library committee be set up under the chairmanship of either Dr. Yohannes Kassahun or Mr. Gilles Blanchi, both of whom have had library experience, to oversee the library and coordinate the library development with the consultant.

11. REPLICATION

Recommendation No. 32. It is recommended that IDLI follow up on the twinning activity that took place in coordination with the Center for Legal Studies, Jakarta, Indonesia in March and August 1988, to explore the possibilities of meaningful cooperation and replication of their activities in various locations in Africa, Asia and Latin America.

ANNEX A

ANNEX A

SCOPE OF WORK
FINAL EVALUATION OF THE INTERNATIONAL DEVELOPMENT LAW INSTITUTE PROJECT (398-0056)

Article I- Objective

The objective of this purchase order is to contract the services of an evaluation specialist to conduct an end-of-project evaluation of the International Development Law Institute Project (398-0056). This evaluation will assess the three-year performance of the International Development Law Institute (IDLI) under an A.I.D. Cooperative Agreement with America-Mideast Educational and Training Services, Inc. (AMIDEAST). The purpose of the cooperative agreement was to provide financial assistance for the operation and expansion of IDLI, including support for training developing country lawyers and legal advisors to improve their ability to negotiate effectively in the fields of development assistance, foreign investment and international trade.

Article 2 - Statement of Work

This final project evaluation has four major objectives: 1) to assess the effectiveness of the project in achieving its stated objectives, as described in the cooperative agreement 2) to determine the impact of the training fellowships awarded to participants under this grant; 3) to assess the organizational and financial sustainability of IDLI after A.I.D. funds are completely disbursed; and 4) to identify those features of the project that can be replicated in similar projects.

Findings from this evaluation will fulfill the requirement for an end-of-project evaluation and will provide needed information to assess the advisability for continued A.I.D. support for IDLI.

Background:

A.I.D. first funded IDLI in 1982 through a cooperative agreement that provided start up costs ($500,000) associated with the establishment of a legal charter, constitution of a supervisory board, and initiation of a first-year training program. A.I.D. provided additional assistance in 1983 ($135,397). These first 2 grants were jointly funded by the Africa Bureau and the then Near East Bureau. In June 1986, a new three-year cooperative agreement for $989,000 was signed with AMIDEAST, which serves both as the administrator and judiciary agent for IDLI. The agreement is fully funded and ends June 30, 1989.

The current ANE grant supports administrative costs ($603,000) and 52 fellowships ($386,000). IDLI has made significant progress in establishing itself as an organizationally and financially viable institution. IDLI was formally established as an international organization in 1987 and has been able to attract contributions from more than a dozen governments (Arab/OPEC countries, various European countries, and Canada) and international organizations. The A.I.D. financial contribution has become a decreasing proportion of IDLI's total budget: A.I.D. commitments represented 29 percent of total grants through 1987, but for 1988-89 A.I.D. support amounted to only 16 percent of the total.

IDLI regularly offers two types of training courses in Rome: The Development Lawyers Course and the International Business Transactions Seminars. To date, 32 seminars have been offered including 557 participants from 85 countries. The Institute is also developing the capability for in-country training workshops.

Thus far, IDLI has awarded 33 fellowships from the ANE grant, only 7 of which were awarded to ANE countries. In addition to ANE Bureau support, the Private Enterprise Bureau contributed $258,816 during FY 1987, which brings total A.I.D. funding to date to $1,883,213.

A 1985 evaluation assessed IDLI's institutional and financial capabilities and recommended continued support for the activity. The PRE Bureau also carried out a brief assessment of their contribution to IDLI in 1988. These two evaluations should serve as background in preparing for this evaluation.

Evaluation Questions:

The evaluation questions presented below illustrate the key issues that the evaluator is expected to address. These questions may be refined and reformulated during discussions with the A.I.D. project officer (in ANE/TR/HR) and other A.I.D. officials in the initial phase of the evaluation.

A. Project Effectiveness

1. To what extent is IDLI achieving its institutional objectives?

2. To what extent has IDLI become an administrative and financially independent institution?

3. To what extent have the activities approved in the Fellowship Implementation Plan been achieved in a timely and effective manner? Has AMIDEAST complied with its specific tasks (program promotion, applicant selection, fellowship guidance and follow-up)?

4. How effective has AMIDEAST been in its role as the administrator and judiciary agent for IDLI?

B. Impact of Fellowship Program

1. To what extent are trainees using the information obtained in the Development Lawyers course and the International Business Transaction seminar?

2. Have trainees improved their capabilities to negotiate effectively as a consequence of attending IDLI courses? Are there any specific groups of trainees (according to nationality, sex, age, or other relevant characteristic) that have particularly increased their skills as a consequence of participating in IDLI training?

3. Have participant job positions and responsibilities changed as a consequence of participating in IDLI training?

4. Have participants affected structure, policies or procedures in their work environment as a consequence of participating in IDLI courses? If so, are there any specific characteristics (nationality, sex, age, other) that are common to those that have successfully affected changes in their work environment?

5. What is USAID's general assessment of the utility and impact of IDLI training?

C. Organizational and financial sustainability

1. Does IDLI have the technical and administrative resources to sustain itself in the future?

2. Has IDLI developed appropriate mechanisms to sustain itself financially?

3. Is there any need/justification for A.I.D. to continue supporting IDLI beyond the current June 1989 termination date?

D. Replicability

Are there any specific elements or components of this project that can be replicated in other institutional development projects?

Article III - Methods and Procedures

This end-of-project evaluation will assess the effectiveness, impact, sustainability and replicability of the IDLI Project. Data will be collected from the grantor (A.I.D./Washington), the grantees (AMIDEAST and IDLI) and from IDLI trainees and institutions in a country from the ANE region (Tunisia). The evaluators will obtain primary data from individual and group interviews with key informants. Secondary data is available from the grantor's and grantee's project documents (proposals, grant agreement, progress reports prepared by AMIDEAST and IDLI, and the two interim evaluations).

This evaluation should be organized in three phases:

1. Preparatory work: The first phase will include: 1) familiarization of the evaluation consultant with the terms of this scope of work; 2) an initial assessment of project effectiveness obtained through A.I.D. project documents, AMIDEAST and IDLI progress reports, interviews with A.I.D./W project officers and AMIDEAST representatives; 3) refinement of the scope of work; and 4) reformulation of evaluation questions and development of appropriate data collection methods.

2. Field Work will consist of a 6/8-day visit to IDLI headquarters in Rome and a 5-day visit to Tunisia. Tunisia was selected because this is the ANE country that has the largest number of fellowships.

3. Analysis and Report Writing Data analysis and writing will be conducted throughout the preparatory work and site visits. The evaluation consultant will prepare a draft report for A.I.D.'s review five working days after returning from the field. The final report should be completed in ten working days after receiving A.I.D.'s comments.

Team Composition

This evaluation requires the services of an evaluation specialist with experience in institutional analysis, knowledge

of A.I.D. operations, and the ability to evaluate the economic and financial viability of IDLI. Speaking ability in French is desirable.

The consultant will be expected to work a six-day week. The consultan will be responsible for its own administrative and logistical support, including securing clerical assistance for preparing the final report.

Article IV - Report:

The evaluation consultant will prepare a draft final report and provide 5 copies to USAID for review. At the end of the Tunisia field trip the consultant will give an oral presentation of the major findings, conclusions and recommendations to mission staff.

The consultant will submit 5 copies of the final report to the ANE project officer ten working days after receiving A.I.D.'s comments.

The consultant will prepare a written report in conformance with ANE Bureau Evaluation procedures. ANE/DP/E will provide the necessary documentation guidance. The report will include the following sections:

1. Table of Contents
2. Acronyms
3. A.I.D. Evaluation Summary (Part 1)
4. Basic Project Identification Data Sheet
5. Executive Summary (not to exceed three pages)
6. Body of the Report (not to exceed 40 pages)
7. Appendices. These should include at a minimum:

   (a) Evaluation Scope of Work
   (b) Description of the methodology used in the evaluation
   (c) Findings/Conclusions
   Recommendations Matrix; and
   (d) Bibliography of documents consulted

Article V - Technical Director

The A.I.D. technical officer for this work is Anamaria Long.

Article IV - Terms of Performance

Services acquired hereunder, including the submission of the final report, will be completed 35 working days after signing this P.O.

Article VII - Logistical Support

ANE/TR/HR will provide the contractor with pertinent A.I.D. documents.

Article VIII - Budget

I. Salaries	Amount
Consultant $ /d X 35 d	
II. Other Direct Costs	
A. DBA/Medivac Insurance	
B. Physicals/ Immunizations	
C. Report Preparation/ Reproduction	
D. Telex/Telephone	
TOTAL	

Travel will be funded separately under a travel authorization.

Article IX - Payment

For accomplishment and acceptance by ANE/TR/HR of the work set forth herein, the contractor shall be paid the firm fixed price of $.

Prior to commencing overseas travel to perform the scope of work contained herein, contractor will procure insurance coverage as provided by the Defense Base Act Insurance (DBA). Inquiries related to DBA insurance should be directed to:

Wright & Company Insurace Brokers
1400 Eye Street N.W.
Suite 1100
Washington, D.C. 20005
202-289-0200

One copy of the DBA insurance certificate should be forwarded to Contract Management, Central Operations Division, Special Assistant, Room 771, SA-14. Premium costs of DBA insurance is provided in the total of this purchase order.

The contractor will include the following statement in each voucher submitted for payment:

"I have not accepted and will not accept payment under any other A.I.D. financed consulting arrangement for any period for which I am claiming payment under this voucher."

All vouchers/invoices shall be submitted to M/FM/PAFD/LOC, Agency for International Development, Room 703, SA-2, Washington, D.C. 20523.

Article X - Work Schedule

Day 1 - 7	Work begins. Contractor reviews preliminary workplan. reads files, arranges appointments, prepares data collection instrument(s) and finalizes workplan.
Day 8 - 23	Contractor visits IDLI/Rome and Tunisia.
Day 29	Draft contractor report submitted to USAID for comment.
Day 35	Contract team leader edits, prints and presents final report to A.I.D.

Note: The specific dates for this evaluation have yet to be determined.

Article XI - Sources of Information

Interim evaluations
Previous assessments, reports
AMIDEAST files
USAID files
Asia Near East Bureau Evaluation Guidelines
Asia Near East Bureau Data, Collection and Monitoring Guidelines
AMIDEAST and IDLI progress reports

ANNEX B

ANNEX: B

List of Interviewees

1. Ms. Annie Abed, Director General of Legal Sevices, Central Bank of Tunisia - Tunis
2. Mr. Primo Misamauri Afeau, Participant DLC6E - Solomon Islands
3. Mr. Messaoud Aloui, Chief of Service - Litigation, Central Bank of Tunisia - Tunis
4. Ms. Helen Batchelor, Secretary, IDLI - Rome
5. Ms. Samira M. Badawi, Administrative Assistant/Finances, IDLI - Rome
6. Mr. Badreddine Barkia, Chief of Service of Legal Studies, Central Bank of Tunisia - Tunis
7. Mr. Noureddine Bejaoui, Dep. Director of Documentation and Statistics, Ministry of Equipment - Tunis
8. Ms. Amina Bello, Participant DLC6E - Nigeria
9. Mr. Gilles Blanchi, Senior PLC, IDLI - Rome
10. Mr. Tim Bork, AID/Africa/PD - Washington, DC
11. Mr. Mohamed Bouaouaja, Director General of Studies and Credit, Central Bank of Tunisia - Tunis
12. Ms. Mary Bosiu, Participant DLC6E - Lesotho
13. Mr. Don Brown, Vice President IFAD - Rome
14. Mr. Stefano Burchi, Legal Department FAO - Rome
15. Mr. George Carner, Mission Director, USAID - Tunis
16. Mr. Moncef Chaari, Legal Advisor, Agip/Africa - Tunis
17. Mr. Moncef Chaffar, Principal Chief of Service, Legal Department, Central Bank of Tunisia - Tunis
18. Mr. John Champagne, AID/ANE - Washington
19. Mr. Javade Chaudri, Jones, Day, Reavis & Pogue - Washington DC
20. Ms. Greta Cherchad, Training Officer, USAID - Tunis
21. Mr. Lawrence Christy, Legal Department FAO - Rome
22. Mr. Wagih Alexandre Cordahi, PLC, IDLI - Rome
23. Mr. Antonello Corrado, Advocate - Rome
24. Mr. Garber Davidson, AID/LAC/GC - Washington, DC
25. Mr. John Davies, Training Division FAO - Rome
26. Mr. Michele de Meo, Advocate - Rome
27. Ms. Nicolette DeWitt, Legal Advisor, World Bank - Washington, DC
28. Ms. Melika Djelassi, Dep. Director, Cooperation with Europe, Ministry of Planning - Tunis
29. Ms. Nabiha Doghri, Chief of Service, Multilateral Cooperation Ministry of Finance - Tunis
30. Dr. Abdelhafidh Ellouze, Advocate - Tunis
31. Mr. Ermias Amare, Participant DLC6E - Ethiopia
32. Mr. Ali Sibtain Fazli, Participant DLC6E - Pakistan
33. Mr. Pasquale Ferraro, Administration Manager IDLI - Rome

34. Dr. Saad S. El-Fishawy, Arent, Fox, Kintner - Washington, DC
35. Mr. Noureddine Ghannouchi, Chef du Service, Bureau of Bilateral Cooperation, Ministry of Planning - Tunis
36. Ms. Antonella Giammei, Secretary, IDLI - Rome
37. Mr. Girma Wolde Mariam, Participant DLC6E - Ethiopia
38. Mr. Louis Forget, VP Legal Counsel, World Bank - Washington, DC
39. Dr. Thomas Freeman, AID/ANE - Washington, DC
40. Mr. Kenneth Fries, AID/GC, Washington, DC
41. Mr. Tim Fry, General Counsel/AID - Washington, DC
42. Mr. Allen Furman, FAO Representative - Kingston, Jamaica
43. Ms. Flavia Grassi, Anglophone Admissions Officer, IDLI - Rome
44. Dr. John Grayzel, AID/S&T - Washington DC
45. Mr. L. Michael Hager, Director IDLI - Rome
46. Mr. Akhtar Hamid, Legal Advisor, World Bank - Washington, DC
47. Ms. Roberta Harding, Course Assistant, IDLI - Rome
48. Mr. Mohamed Ali Hassairi, Program Officer, USAID - Tunis
49. Ms. Nancy Hooff, Program Officer, USAID - Tunis
50. Ms. Cynthis Humplink, Participant - Tanzania
51. Mr. Gordon Jaynes, Whitman & Ransom - London
52. Ms. Golsom Jaziri-Ksontini, Principal Chief of Service, Central Bank of Tunisia - Tunis
53. Mr. Mohieddine Kallel, Division of Project Coordination, Ministry of Planning - Tunis
54. Ms. Kibebe Wolde Medhin, Alumna - Ethiopia
55. Ms. Silvia Langana, Logistics Coordinator, IDLI - Rome
56. Mr. George Laudato, Dep AA/AID/PPC - Washington, DC
57. Mr. George Lee, AID/PPC - Washington, DC
58. Ms. Anamaria Long, AID/ANE - Washington DC
59. Mr. William Loris, Senior PLC IDLI - Rome
60. Ms. Donatella Magnaldi, Receptionist, IDLI - Rome
61. Ms. Rita Marsilii, Executive Secretary, IDLI - Rome
62. Mr. Dayton Maxwell, AID/PPC - Washington, DC
63. Dr. Michael Miklaucic, AMIDEAST - Washington DC
64. Ms. Caroline Mong, Course Assistant, IDLI - Rome
65. Mr. Gerald Moore, General Counsel FAO - Rome
66. Mr. Dyress Mawindo, Participant DLC6E - Malawi
67. Ms. Agnes Muli, Participant DLC6E - Kenya
68. Mr. John Mullen, Dep. General Counsel/AID - Washington, DC
69. Mr. Thomas Nicastro, AID/PRE - Washington DC
70. Ms. Tiisetsang Ntsonyana, Participant DLC6E - Lesotho
71. Ms. Prisca Nyambe, Participant DLC6E - Zambia
72. Mr. Ali Ouerghi, Chief of Service, Div. of Conventions, Matters of Investment & Int'l Accords, Min of Finance - Tunis
73. Mr. Fred Perry, AID/PPC - Washington, DC
74. Ms. Maria Egizia Petroccione, Francophone Admissions Officer, IDLI - Rome
75. Ms. Eudora Quartey, Participant DLC6E - Ghana
76. Ms. Nadra Rais, Division of Cooperation, Ministry of Foreign Affairs - Tunis
77. Mr. Nejib Rekik, Legal Advisor, Tuniso-Kuwaiti Bank for Development - Tunis
78. Mr. Andres Rigo, Chief Counsel, Africa Div. World Bank - Washington, DC

79. Mr. Graham Rodmell, Commonwealth Development Corp. - London
80. Ms. Hillary Lewis Ruttley, Institute of Advanced Legal Studies - London
81. Ms. Monia Saadaoui, Chief of Service of the Division of External Finances, Central Bank of Tunisia - Tunis
82. Mr. Jeswald Salacuse, Dean Fletcher School of Law and Diplomacy, Tufts University - Medford, Mass
83. Dr. Salman M.A. Salman, Legal Advisor, World Bank - Washington, DC
84. Mr. Aissa Serhane, Chef du Service of Training, Central Bank of Tunisia - Tunis
85. Dr. Ibrahim Shihata, Vice President & General Counsel, World Bank - Washington, DC
86. Mr. Alessandro Silj - Consultant, Rome
87. Mr. Jonathan Silverstone, AID/ANE/GC - Washington, DC
88. Mr. David N. Smith, Vice Dean, Harvard Law School - Cambridge, Mass
89. Mr. Jonathan Sperling, Chief Program Officer, USAID - Tunis
90. Ms. Fiamma Spinelli, Evaluation Assistant, IDLI - Rome
91. Mr. Amilcar Fernandes Spencer-Lopes, Alumnus - Cape Verde
92. Mr. Russell Sunshine, Sunshine Associates - Falmouth, Va.
93. Mr. Bechir Tekaya, Chief, Department of Contracts, ETAP - Tunis
94. Mr. Arjun B. Thapa, Participant DLC6E - Nepal
95. Mr. Robert Vito, Chief Correspondent, CNN - Rome
96. Mr. Charles Vuylsteke, IFC - Washington, DC
97. Mr. Mark Ward, Regional Legal Advisor, USAID - Cairo
98. Dr. Yohannes Kassahun, PLC, IDLI - Rome
99. Mr. Zerabruk Aberra, Legal Advisor, World Bank - Washington, DC

ANNEX C

ANNEX: C

Methodology

The process used for writing this evaluation consists primarily of interviewing, observation and a review of existing files. The actual process took place in Washington, DC, Rome, Italy and Tunis, Tunisia. The evaluation process commenced on May 8, 1989 and the field exposure terminated in Tunis on the 30th of May 1989. The process consisted of the following:

Five work days were spent in Washington, DC reviewing the files of AID/ANE and the actual grantee AMIDEAST. Discussions were held with program personnel in both organizations concerning the mechanism and issues facing IDLI. Interviews were then conducted with persons who have had contact with IDLI who are in the Washington area. This included, former participants, visiting instructors, members of the Board of Directors, persons acquainted with IDLI and members of the General Counsel's staff in AID who have been familiar with the philosophy and activities of the Institute throughout the years. This was a familiarization process and therefore no systematic format was predetermined as far as who to interview was concerned; the intentionwas to interview as many people as possible prior to departure for the field.

When the focus changed to Rome, the methodology was designed to gain as much insight into as much of the IDLI program as possible in an eight day visit. Since a course, DLC6E, was in progress the evaluator had a chance to sit in on classes and to speak both formally and informally with a large number of the participants. Again files were reviewed, course handbooks were evaluated, training officer materials were perused and as much of the relevant written material in use at the Institute as possible was reviewed. The staff was consulted, both in informal sessions and scheduled interviews. The systems of admission, evaluation, finance, marketing, management, etc. were all reviewed. Regular staff functions were attended; during the visit a regular staff meeting and a program committee meeting were observed.

Formal interviews were held with participants in the DLC6E both to gain insight into the experience they were having and to attempt to draw on the experience of their fellow countrymen/women who had attended IDLI programs. Initially it was thought that all twenty seven participants would be interviewed. Because of time constraints, I was only able to interview fourteen. Some refused to speak with me saying they represented their governments and would have to get permission to be interviewed. In the end, I spoke with as many of the persons as time allowed. I did set as a priority speaking with those who were funded by the ANE grant or by a USAID. It also gave me a sample that included participants from virtually all countries. This

proved to be most instructive.

Meetings were also held with people outside of IDLI who had prior contact with the Institute and could provide insight into the various programs and aspects of the Institute that might be relevant to a general evaluation. In that respect people at FAO, IFAD and members of the Rome Bar were contacted and interviewed. In sum a wide range of persons were spoken with who provided a broad fund of information and data.

In Tunis, it was anticipated that past participants from the various Courses and Seminars would be contacted to provide information concerning the relevance of their IDLI training. Once again I attempted to see as many of the thirty six Tunisian participants who were available. The goal was accomplished. Twenty three persons were seen including at least one from every agency who had sent a participant except the Saudi-Tunisian Development Bank since we could not get through to make an appointment. Even though some persons were away and a few no longer worked in the agency given as their address and left no forwarding number, the interviewing process provided an adequate sample of all Tunisian participants. It provided the kind of across the board insight that was necessary. In that respect virtually all participants who were available enthusiastically welcomed the chance to talk and both the USAID program and training staff were most helpful and informative.

I was also able to speak with the Chef du Service that approves government workers for training with American funding and the chief of training at the Central Bank. As a case study many valuable insights were provided by people who have had experience in dealing with IDLI.

In sum, the methodology utilized for this evaluation is aimed at gaining as much insight as possible into the workings of IDLI. It is also set up to determine whether their mission is meeting the needs of a relevant group of persons and whether or not they have been successful in meeting the goals they have set.

ANNEX D

ANNEX: D

Tunisian Case Study - The Complications of Funding

Tunisia is an important case study to look at as many of the issues relating to funding could possibly be found in other countries with a strong link to IDLI. Thirty six individuals have attended IDLI courses. On June 4th when IBT11F commences there will be Tunisians in that course. An employee of Agip Africa will be attending IDLI for the fourth time (He has already been there for IBT3F, IBT4F & IBT9F). His organization covers all costs and therefore he poses no funding problem for the Institute. The other candidates (potentially two) have not yet resolved the funding issue. One has been approved by the Ministry of Planning authority and is awaiting final approval from USAID. He has a problem which will be discussed below. The third person is in the Banque Central and the Ministry of Planning official who approves training has refused to approve the candidate for a variety of reasons. In the meantime IDLI's position relating to candidates two and three is unclear if they are not able to resolve their funding problems locally. IDLI could potentially provide funding for both of the candidates. Let us now look at each of the cases individually.

Candidate two works for the Ministry of Finance which has recently been merged with the Ministry of Planning (It is actually now known as the Ministry of Finance & Planning.) He has already been to one IDLI course, IBT6F. As Chef du Service of the Division dealing with Convention, Matters of Investment & International Accords Seminar IBT11F is particularly relevant to him. When he received the announcement he placed his request in to the proper channels to attend the seminar and sent in his application to IDLI. All went according to plan; the proper authority in the Ministry of Planning approved him and his name was sent to USAID for funding out of the training budget. The mission's training officer received the request on May 24, 1989 approximately ten days before the commencement of the course. She approved the request and put it through channels. The comptroller refused to authorize the participation of the candidate because he had not received approval for training in a third country. This issue had already been resolved approximately three years ago when IDLI received a blanket waiver on a worldwide basis. However, this comptroller and her Tunisian assistant are both new to the Mission. They have both arrived since the last participant was funded by the Mission and they are unaware of the blanket waiver. There is apparently no written statement available in the files to prove to the comptroller that IDLI has the waiver. Memorial Day week-end started without the issue being resolved. The course starts less than one week from the date the Mission resumes work. At the end of the work day Friday, May 26, 1989, it was unclear how the issue would be resolved.

The situation of the third candidate is more unclear. He is an employee of the legal division of the Central Bank of Tunisia.

There have already been nine persons from the legal division that have attended Seminars (No one has attended a DLC as it is difficult to release them for such a long period.) The Seminars are very popular in the Bank and the materials are valued. The subject of Investment Conventions, Contracts of Investment and Joint Ventures is particularly important in Tunisia at this time. In fact, when the Central Bank first received the announcement of IBT11F, the head of the training section sent an immediate declaration of intention to the appropriate official in the Ministry of Planning indicating that the Bank intended to have two members of the bank legal staff apply for permission to attend the Seminar. The Bank received no response and about a month before the course was to commence they wrote again concerning their intention to have two people seek permission to attend. Again they received no response, but did determine that the official to whom they had written had stated that he would not approve a Bank staff member since too many of them had already attended IDLI programs.

In a meeting with the official during the evaluation visit, I raised the problem facing the Central Bank and explained to the official that IDLI seminars change and they are in fact relevant to activities that are taking place in Tunisia at this time. I further told him that Central Bank staff members find the courses useful and are particularly interested in the materials that are used as they share them with one another when they come back to Tunisia. The official explained that he was unable to act on a request that came in to him with no names and no justification for attendance. He said if the bank had made their request in the proper form, the outcome could have been different. At this time, USAID indicated they would not be able to approve either of the two candidates for funding. This information was communicated to the head of the training division of the Central Bank and it was assumed that the case, on the Tunisian side, was closed as without permission from the proper authority in the Ministry of Planning a person could not go abroad for training.

At a subsequent interview, in fact the next day, I was informed that the person who had refused to authorize the Central Bank staff member was the official who only dealt with bilateral aid from three countries, the United States being one of them. In retrospect it became clear that the Central Bank was only working through this one man in the Ministry of Planning because six of the nine legal staff members who had attended IDLI had been funded by USAID. Two were funded by the IDLI controlled Arab Fund monies and the ninth had gone out on her own and made a request through the Italians which was granted. Yet the bank official responsible for matters of training only makes requests through the person who works with USAID and has foregone all other possible funding possibilities by <u>only</u> seeking support from the American source. In subsequent interviews it has been made clear that the other obvious source, the Italian government poses funding problems as well.

It was noted by persons within the Ministry of Plan who have the responsibility of dealing with the bilateral aid funds, that the Italians are not happy with IDLI because they do not receive notices of the programs in a timely basis and secondly because they do not get proper feedback from either IDLI or participants. This parallels some of the other complaints that have emerged during the interview process. Unfortunately for the Tunisians the principal sources of funding are USAID and the Italian government. Attempts to reach the person within the Italian Embassy who made the comments failed and the comments from the Tunisian officials who related the feeling of the Italians had to be taken at face value. Our third candidate will now be informed that IDLI makes it clear that there are multiple possibilities for funding. In Tunisia USAID has been especially responsive and therefore the official looks to that source, but he now has to face the reality of difficulties with the Chef du Service in the Ministry of Planning who handles bilateral affairs with the United States.

The situation has yet to play itself out. In fact, the Banque Central is what IDLI apparently refers to as a targeted organization. When they are unsure of the number of participants in a Course or Seminar, they will contact their "target" organizations and ask them if they were planning to propose any candidates. They did this on May 8, 1989 when they sent a telex to the Banque Central and asked if the bank intended to present the candidature of the two persons the Bank had apparently indicated they were intending to send. The telex went on that if the response was in the affirmative the applications should be sent as soon as possible, but not later than the 15th of May as IDLI "would not be able to examine their candidacy" after that date. On the 22nd of May this evaluator was in Rome and two Tunisians had been accepted to IBT11F. They are the two persons referred to above. The names of the two Banque Central officials were not accepted because as of the 22nd thirty eight persons had been accepted for the Seminar. The admissions committee at this time meets daily to consider candidates and to deal with the completion of the seminar enrollment. On the 22nd, there were fourteen persons who had guaranteed funding from either their own employer or an outside (ad hoc) source. IDLI had not yet allocated their own internal sources to complete the enrollment in the seminar.

On the 23rd of May the head of training at the Banque Central received a telex from IDLI informing him that one of the two bank staff members had been accepted. He was informed that he should see USAID for possible funding. As we already have seen this would not have led anywhere since the Ministry of Planning official would not approve the person. USAID also indicated that it was too late for this second person to benefit from USAID training funds, and in any case, the Ministry of Planning official had already told them that he was not in favor of Banque Central employees because too many of them had already been to IDLI. IDLI asked the Banque Central to notify them within 48

hours concerning USAID's response because they have other people on their waiting list. The tone of the telex seems to indicate that unless the Banque Central can obtain money locally their candidate will be unable to attend. Ultimately the decision will rest with IDLI whether they will expend the internally held funds on this candidate. If they don't he will not attend the seminar. However, the evaluation has raised a number of possibilities for the director of training at the Banque Central; one of them is to cast his net in a much wider manner. Perhaps more Banque Central staff members will be at IDLI in the future with a much wider funding base.

ANNEX E

ANNEX E

IDLI STAFF DEVELOPMENT WORKSHOP

26-29 SEPTEMBER 1985

COURSE REPORT

Prepared by :
Sheena A. Crane

CONTENTS

	Page.
1. INTRODUCTION	3
2. WORKSHOP OBJECTIVES	3
3. PRE-COURSE ASSIGNMENT	3
4. WORKSHOP DEVELOPMENT AND DESIGN	4
5. WORKSHOP REVIEW	5
6. COURSE DE-BRIEF	10
7. RECOMMENDATIONS	10
8. CONCLUSIONS	11

1. INTRODUCTION

Following a request from Mr. Michael Hager to submit our views on the success of the first weekend workshop held for all staff at IDLI, this report sets out our findings and makes our recommendations on how to build on these initiatives.

A list of all attendees at the workshop is attached as Appendix I

2. WORKSHOP OBJECTIVES

The workshop was designed to achieve the following key objectives :

a. to develop abilities in :

* self management
* time management
* office management

b. to clarify key indicators of good and poor performance and relate these to individual job [illegible]

c. to identify and develop skills in relation to :

* motivating staff
* communication
* management style
* handling relationships
* leading teams
* building team working

d. to develop a consistent and coordinated approach to

* institute planning
* office planning and organisation

e. to identify stress related behaviour at work, agree its effect on performance and people and seek ways of avoiding it.

3. PRE-COURSE ASSIGNMENT

a. A copy of the pre-course assignment is attached as Appendix II. The assignment was completed by all IDLI attendees and was designed to :

1. identify the key issues affecting IDLI over the next few years

ii. clarify the areas of most relevance to participants in order to aid course design

iii. identify the areas in which staff felt they could make the most contribution to the success of IDLI.

b. On analysing the completed assignments, it was noted that additional questions had been added. These focussed more on personal and emotional issues rather than strategic or organisational ones.

c. In the light of these responses, it was decided that the workshop focus should concentrate on areas a, b and c of the Workshop Objectives listed above.

4. WORKSHOP DEVELOPMENT AND DESIGN

The development and design of the workshop was divided into three phases :

a. Initial discussions with Michael Hager by telephone

b. Meeting with Hilary [illegible] Buttlay

c. Visiting IDLI offices in Rome for two days prior to the workshop in order to :

* match up course objectives to individual expectations

* ensure tailoring of exercises and case studies to IDLI and individual needs

* agree with Michael Hager current key issues

The programme was thus designed to meet the combined needs of professional (training) staff and the administrative and support staff.

Appendix III is a detailed breakdown of each session of the workshop, describing :

* session objectives
* format
* key learning points

Three sessions were omitted as there was insufficient time to give them the detailed attention they required, these were :

* Managing Stress
* Counselling Skills
* Institute Improvement Plans

5. WORKSHOP REVIEW

In order to more easily describe our overall view of the strengths and weaknesses of the workshop, we have summarised our findings under the following headings :

a. Staff participation and involvement
b. Value of individual sessions
c. Course feed-back and reports

a. Staff participation and Involvement

It was evident from the outset that IDLI is a rather unique organisation where almost everyone wants to learn, participate, challenge ideas and be prepared to hear criticism.
Although the staff at IDLI represent several different nationalities and cultures, there is an amazing depth of understanding and maturity which is seldom found in other international organisations. This is due partly to its size and partly to the participative leadership style of Michael Hager.

However, Michael recognised that as the organisation develops and grows, this management style will be [illegible]

b. Value of individual sessions

(See Appendix III, Serial Nos. 1-9)

i. Workshop introduction

This session worked very well as an introduction to the course and helped to highlight the importance of working together as a team.

ii. Analysing IDLI's performance

This session worked reasonably well. The major weakness was the lack of experience within the group in dealing systematically with the identification of organisational strengths and weaknesses. The session would have been more appropriate as a management-only workshop session, centering round the Institute's future plans and objectives.

iii. Role Clarification

This session worked very well, and it became evident that there was a significant lack of clarity re :

(1) the main purpose of individual jobs

(2) their key areas of responsibility

(3) their major tasks

(4) their reporting and communication structure

(5) conflict of roles

However, by the end of the workshop many staff who had been rather 'complaining' in their pre-course assignment saw clearly that they had shared responsibilities in working together and contributing to 'getting it right'.

iv. Managing Self - Behavioural Styles

Everyone seemed to get a lot out of this session and it was interesting to note the different behavioural and communication styles identified within the group.

The session resulted in some useful and constructive points regarding the impact of management style on staff motivation and performance.

v. Managing Self - Time Management

This session was very successful as it focussed attention on the importance of organising individuals - their work and their time. The film 'Time to Think' supported the key learning points of prioritising tasks and differentiating between Urgent and Important tasks.

It also gave administrative and support staff an opportunity to express their views regarding the difficulty they had in managing their time if their manager or trainer failed to :

* keep them informed

or if he managed his work without any thought for their role or workload.

vi. Managing Self - Organising Others

As an extension of Session V, this provided an excellent opportunity to highlight the importance of organising yourself before organising others. The film 'The Unorganised Manager, Part I' was used as a group exercise to clarify the need for managers and staff to understand the effects of their working methods on colleagues. The session worked very well indeed.

vii. Managing Others - Delegation & Communication

This was one of the most successful sessions of the workshop. Delegation and communication were quickly identified as two of the key skills necessary for professional management and involvement of [illegible]

The exercise in delegation identified what a difficult skill it was to develop and gave a better understanding to all staff of its importance. This session was supported by Part II of the film 'The Unorganised Manager'.

viii. Managing Others - Motivation

It was interesting to note that by this stage of the programme (the afternoon of Day 2) everyone was stating their views in a more positive and supportive manner to each other. This session clearly identified that we are all motivated by similar behaviour and that the managers or trainers are responsible for :

* setting clear objectives
* building confidence in individuals
* providing opportunities for growth
* encouraging feedback
* recognising good & bad performance

This was another excellent session.

ix. Effective Team Building

By the time we addressed this topic, I felt that we needed to separate the Training team from the Administrative and Support team. This then became one of the most useful and revealing sessions of the workshop.

It identified key differences in the way in which the teams performed. We used a problem solving exercise entitled 'Meeting in Progress', supported by a film, and divided the group into three teams - two administrative teams and one team of trainers including Michael.

The exercise is designed for use by management teams who need to improve their team working and decision taking skills.

The two administrative teams performed very well, while the trainers team did not perform well to begin with. Several important issues emerged :

* each trainer felt, and sometimes insisted, that he had the correct answer

* the team did not share their successes or failures

* Michael often identified the correct answer, but did not, or was not able to, persuade his team he was correct

* some immature behaviour began to emerge between two team members

* there was a complete lack of consultation and constructive listening before decisions were taken

Following some inter-group discussion, Michael recognised the need for stronger leadership and towards the end of the exercise performance improved and the trainers began operating as a team again.

This exercise highlighted two very important points :

* the importance of leadership in problem solving within a team

* the need for managers to work together as a team in order to produce high performance results

You may be interested to know that this exercise has resulted in exactly the same responses within other successful growing organisations. It is particularly noticeable in organisations or companies with [illegible] managers who are exceedingly good at their jobs, [illegible] donnas" at times - (as trainers often do!) - and where the management team is 'youngish'.

c. Course Feedback and Reports

Feed-back at the end of the workshop was very good. However, I was concerned that everyone should go away from the workshop and think carefully about their evaluation of the course and what it achieved for them.

Appendix IV contains copies of all the workshop reports and is a clear indication of the success of the course.

The course objectives were almost 100% met, but due to time constraints and the need to encourage everyone to contribute throughout, it was not possible to 'follow through' every session fully.

6. COURSE DE-BRIEF

a. On Day 3, Michael Hager, Pasquale Ferraro, John Davies and myself met to review the weekend and discuss some of the issues of importance which had emerged. We agreed these issues to be :

i. Organisational restructuring

ii. International Status | Funding

iii. Michael's management role | leadership style

iv. Management role and responsibilities of the trainers

v. Development roles for Pasquale & Virginia

vi. Course follow up

vii. Staff appraisals

b. Michael and Pasquale agreed that there were a number of organisational changes which were urgently [illegible] Michael from some of the day-to-day operational tasks, thus freeing his time to devote to fund raising and leading the management team.

7. RECOMMENDATIONS

Having now had the opportunity to reflect on the workshop, and study the course evaluation feedback, I believe that the IDLI training and management team would benefit from :

a. Planning and General Management Skills Training, in particular :

i. setting the Institutes goals and objectives

ii. corporate and strategic planning, to include marketing development

iii. MbO (Management by Objectives) training

iv. Financial Planning and Control

b. Inter personal skills training, in particular :

i. leadership skills

ii. team-building training

iii. counselling and coaching skills, to include performance appraisal

I include the roles of Pasquale and Virginia in the management team.

The Institute's continued success is dependent upon the motivation and performance of all its staff. For this reason, I believe it is very important to organise an annual weekend workshop which is seen as an opportunity to get all the teams together to assess performance and build committment to the future.

Can I suggest that you decide upon a 'theme' for the next workshop - a selection of examples might include 'IDLI : Quest for Quality' ; 'IDLI : Growth and Success' ; 'IDLI : The Way Forward ; 'IDLI : A Team Success!' or even 'IDLI : Nous Sommes Arrives'!.

[illegible] its staff - thus gaining commitment to the future plans and achievements of the Institute.

The areas of training need which I believe now should be addressed at Supervisory Management and Administrative | Secretarial levels include :

a. Interviewing Skills for Selection and Recruitment

b. Performance Appraisal Skills

c. Team-working skills

d. Secretarial | Office Organisation Skills

e. Supervisory Management Skills

f. Marketing | Client Relations Skills

Much of this training can be carried out in-house throughout the year, with training packages that could easily be administered by your own trainers.

8. CONCLUSION

I would like to thank you for giving me the opportunity to work on this important assignment. I wish IDLI and all its staff every success in the future.

ANNEX F

ANNEX F

DRES. R. & L. SANER-YIU
MANAGEMENT CONSULTANCY INTERNATIONAL
3, rue Rossi
1201 Geneva / Switzerland
Tél. 022 / 31 92 95
Fax 022 / 21 79 70

Mr. L. Michael Hager
Director
International Development Law Institute
Via Paolo Frisi, 23
00197 Rome, Italy

Geneva, 30 November, 1988

Dear Michael:

Following up on Mr. Ferraro's telephone call on 28 October, 1988, I am sending you, as requested, a revised proposal for the Second Staff Training Workshop for your consideration.

In order to meet your budgetary constraints, we have redesigned our proposal and condensed our input from ten to five working days. We now propose to conduct group interviews with different hierarchical/functional groups, instead of the individual interviews proposed originally.

As I have mentioned to you during our previous correspondence, Lichia and I will be teaching in Taiwan from February to May, 1989. We could conduct the workshop during the following two dates: 1) 21 - 25 June, 1989; or 2) April, 1989 provided that our travel costs Taipei-Rome-Taipei would be covered by IDLI.

In addition to our teaching assignment in Taipei, we will use the opportunity to further develop the Pacific basinmarket for our consulting services.

Last but not least, I appologize for not responding more swiftly. We have been away in Cyprus and different regions of Western Europe conducting workshops on Team Building and International Negotiations. As a result, our correspondence has been slightly delayed.

Awaiting your response, I remain,

Sincerely,

(Dr. Raymond Saner)

Encl.: 1) Proposal
2) Programme Outline
3) Company Brochure

IDLI SECOND STAFF TRAINING WORKSHOP

Proposal submitted by Dres. Saner-Yiu
3,rue Rossi,1201 Geneva,Switzerland

30th November, 1988
version 2

INTRODUCTION

Based on the additional information provided and the course report of the First Staff Development Workshop, we have revised the programme design for the Second Staff Training Workshop. The programme will be finalised after completion of the pre-workshop interviews, survey questionnaires and consultations with the director.

GOALS

This workshop will provide the opportunity for:

A. Further development of IDLI's project management capabiltiy
B. Further integration of new staff members

OBJECTIVES

In order to fulfil the above stated goals, this workshop is designed to achieve the following objectives:

A. to review IDLI's project management teams' effectiveness;
B. to introduce IDLI's staff to general project management concepts and methods;
C. to improve IDLI's project teams's performance;
D. to develop effective stress management mechanisms on individual, work team and organisational level.

METHODS

The following methods will be used prior and during the workshop, namely, focus-group interviews, questionnaires, survey feedback, lectures, group work and discussions. Taking into account the different hierarchical levels, the pre-workshop group interview sessions will be conducted separately for the management team and the supportive staff.

PROGRAMME

The outline of the two-day programme is presented in Appendix 1.

WORKPLAN

Duration of this assignment will require 5 working days x 2 consultants. The breakdown of the work flow reads as follows:

Preparatory work and briefing	1 day
Pre-workshop data gathering (Focus-group interview and survey questionnaire) & analysis	1 day
Staff training workshop	2 days
Debriefing & report writing	1 day
Total:	5 days

EQUIPMENT

Required are: 2 overhead projectors
2 flip charts

COST

Consulting fee:

SFr.1000 x 5 working days x 2 consultants= SFr.10,000

Travel, room & board will be borne by IDLI.

PROPOSED DATE

1. 21 - 25 June, 1989

or

2. April, 1989

RLSY/30/11/88v.2

PROGRAMME OUTLINE
2nd Staff Training Workshop
International Law Development Institute

Day 1

I. ORGANIZATIONAL GROWTH: OPPORTUNITIES & CONCERNS

A. What is organizational growth
B. Likely organizational crisis induced by growth
C. Appropriate management practices for each phase of growth
D. What are IDLI's opportunities and concerns

II. STRESS MANAGEMENT

A. Stress as a function of organizational and individual factors
B. How to recognize the stress signals
C. Habitual ways of handling stress
D. Causes of stress and ways of managing it

III. INTRODUCTION TO PROJECT MANAAGEMENT

A. Skills and knowledge needed to be effective as a project manager
B. Competencies required of every team member
C. Common problems of project management

IV. TEAM EFFECTIVENESS

A. Feedback of Team Survey Questionnaire
B. Organization scripts
C. Where to go from here

V. PLANNING AND CONTROL

A. Project cycle
B. Project planning techniques
C. Handling changes of project plans
D. Methods of project monitoring and control

Day 2

VI. WORK ORGANIZATION

A. Matrix organization vs functional organization
B. Responsibility, authority and accountability
C. Power and influence

VII. TEAM MEMBERSHIP

A. Leadership
B. Team climate
C. Conflict resolution techniques

VIII. BUILDING PROJECT TEAM PERFORMANCE

A. Anlysis of performance problems
B. Coaching strategies
C. Counselling techniques
D. Creating a disciplined environment

IX. INCENTIVES AND PRESSURES TOWARD A NEW WAY OF MANAGING

A. Force field analysis
B. Plans of action

X. SUMMARY AND WORKSHOP EVALUATION

ANNEX G

PARTICIPANTS BEFORE PROGRAM cont.

3 weeks before:	-contact hostess -contact airport for permission for hostess to enter "luggage-area"
well before:	-plan arrivals/participants -coordinate installation of answering machine for "arrival-weekend" with PF
well before:	-arrange welcome/farewell dinners (book/menu/seating/ price with PF)
well before:	-arrange excursion plan (with cancellation feature) -arrange with (coach/guide/lunch/itinerary) -coordination/special trips with -find speaker (only for DLC)(Rome history, politics etc.)
well before:	-assist PF/ in preparation for reception (seminars) -book photographer for group photo (seminars)
just before:	-communicate arrival schedule to hostess -give welcome letter and Ritz depliant to hostess
just before:	-leave participants' package to Hotel Ritz
during arrival weekend:	-check weekend telexes and communicate to hostess -have emergency plan ready for MFA if participant arrive without visa

PARTICIPANTS

DURING PROGRAM

1) Sunday meeting with participants at Hotel Ritz

2) Sunday orientation at IDLI for particpants with PF (see financial/ administrative memo)

3) ~~Welcome dinner at Hotel Ritz~~

4) prepare/participate in logistical orientation (first day) with participants if required (coordinate with course manager + PF)

5) send "thanks" letters to funding agencies

6) assist PF/DE in preparation for reception (DLC)

7) take photos during reception

8) accompany Italian Government fellowship holder to MFA

9) -resolve problems that arise
   -return travel arrangements for Italian Government fellowship holders
   -return travel arrangements for others done by them on the GOI day (see 7)

10) farewell dinner

VISITING INSTRUCTORS

BEFORE PROGRAM

Coordination with Course Manager

1) V.I. list
2) V.I. correspondence
3) preparation of handbook
4) V.I. list/arrival schedule

Logistics Coordinator work with Logistics Assistant

1) Plan and prepare memo

   include this info:
   -airport/transport
   -accomodations
   -course site
   -course schedule
   -telephone number (course man.)
   -refer to PF for financial questions and to program assistant for locistical problems

2) Book Hotel Aranci/other if required

3) Book prepaid ticket when required

4) Plan and prepare arrival package

   include this info:
   - copy of V.I. own documents (see french DLC)
   - welcome letter (Course Manager/Logistics Coordinator)
   - When in Rome...
   - map
   - participants list
   - course schedule

VISITING INSTRUCTORS

DURING PROGRAM

1) course material supply (AG)

2) leave V.I. package at Hotel Aranci (seminars)/other (DLC)

3) return travel arrangements

4) plan and prepare new handbooks for DLC

5) evaluation forms
   -for seminar - last day
   -for DLC - after every V.I.

AFTER PROGRAM

1) coordinate with course manager or technical coordinator in preparing/distributing Course Report - within 60 days from end of course

   - participants
   - V.I.
   - Funding Agencies
   - Italian Government (PF)

ANNEX H

INTERNATIONAL DEVELOPMENT LAW INSTITUTE (IDLI)

"Development Lawyers Course (DLC5)"

March - May 28, 1988

SCHEDULE FOR THE FIRST THREE DAYS

Sunday 6 March

17:45
Ms. Silvia Laganà, Logistics Coordinator and Ms. Rita Mazzanti, Course Assistant, will meet participants in the hall of the Hotel Ritz and accompany tham to IDLI's training center for an orientation meeting with Mr. Pasquale Ferraro, Administration Manager and Ms. Deborah Martin, Admissions Officer, to discuss administrative arrangements, and to distribute per diem.

Monday 7 March

8:30
Participants meet at Hotel Ritz with Silvia Laganà of IDLI. She will assist the participants in making their way to IDLI (via Paolo Frisi 23).

9:00
- Course opening
- Welcome by IDLI Director L.M. Hager
- Introduction of participants/IDLI Legal Staff
- Course Manager Orientation by William T. Loris

10:30 - 10:45 Break

10:45 - 12:15
Participants Expectations Exercise. Participants will have an opportunity to state what they expect to get out of the Course.

12:15 - 13:45
Lunch Break

13:45 - 18:00
Individual interview of each of the participants will be held in accordance with a schedule to be distributed on Monday morning by Mr. Loris. Participants are free to take care of personal business except during the scheduled interview time. Interviews will be conducted by Mr. Hager, the IDLI Director and the three Program Legal Counsels Mr. William Loris, Dr. Abdelhafid Ellouze and Mr. Gilles Blanchi.

Tuesday 8 March

9:00 - 10:45
- Business Arrangements
- Settling In

Ms. Laganà and Ms. Mazzanti will be available at IDLI to assist participants in making any personal arrangements.

10:45 - 12:15
The Course Manager will describe the course in detail, distribute study materials and answer questions on the course objectives, content and schedule.

12:15 - 13:30
Lunch Break

13:45 - 15:15
A short introduction to Italy - Dr. Giacomo Luciani, Italian Foreign Affairs Institute.

15:30 - 15:30 Break

15:30 - 16:30
Ms. Laganà and Ms. Mazzanti will give the participants a "survival" Italian language lesson and answer questions on lodging arrangements.

16:30
IDLI Training Center: Refreshments with all the course participants and IDLI Staff.

Thursday 17 March

19:30
Reception at IDLI on occasion of IDLI's Sixth Annual Board Meeting. Attending will be the Development Lawyers Course Participants, IDLI Board Members and representatives of the diplomatic and development communities.

Sunday 20 March

09:00
Tour of Rome (information will be given on Sunday 6 March at the orientation meeting).

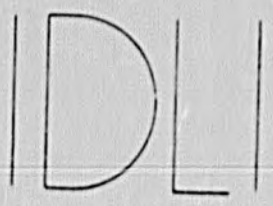
DLC5/hbsch

ANNEX I

ANNEX I

APPLICATION FORM

International Development Law Institute



DOSSIER D'INSCRIPTION

Institut International de Droit du Developpement

please type or print • *écrire à la machine ou en lettres maiuscules*

COURSE SEMINAR APPLIED FOR • *COURS SÉMINAIRE DEMANDÉ*

DATES:

Applications should be received by IDLI no lese than six weeks prior to the commencement of the course or seminar.
Les demandes d'inscription devraient être reçues par l'IDLI au plus tard six semaines avant le début du cours ou du séminaire.

Have you previously applied to or participated in an IDLI program? yes | no If so, please specify

Avez vous déia été candidat(e) ou participé à une session de formation de l'IDLI? oui | non *Si oui, précisez*

PERSONAL INFORMATION • *INFORMATIONS PERSONNELLES*

SURNAME
NOM

NAME
PRENOM

Date of birth • *Date de naissance*

Nationality • *Nationalité*

Sex • *Sexe*

Address for correspondence • *Adresse pour la correspondance*

TELEPHONE office • *bureau*

home • *domicile*

TELEX

Attention

It is imperative that IDLI have a telex contact for you
Il est impératif que l'IDLI puisse vous contacter par télex

Have you ever travelled outside your country? If so, briefly describe the location and purpose (tourism, business, training, other)
Avez vous voyagé à l'étranger? Si oui, prière de décrire brièvement le lieu et le motif de vos voyages (tourisme, affaires, étude/autre)

How did you first hear about IDLI? • *Comment avez vous appris l'existence de l'IDLI?*

PLEASE PROVIDE
PRIERE DE FOURNIR
2 PHOTOS

KNOWLEDGE OF LANGUAGES • *CONNAISSANCE LINGUISTIQUE*

Languages known *Langues connues*	excellent *excellent*	fair *moyen*	poor *faible*

ADMISSIONS
IDLI · via Paolo Frisi 23 · 00197 Roma, Italia · Telephones (06) 872008-872378 · Telex 622381 · Telefax (06) 870333

120

HIGHER EDUCATION • *ETUDES SUPERIEURES*

name of institution *nom de l'établissement*	degree major subject areas studied *diplômes matières principales*	years attended *années d'étude*	date of degree *date du diplôme*

PRESENT EMPLOYMENT • *EMPLOI ACTUEL*

Position/title • *Fonction/titre*

Dates of service • *Années d'emploi*

Employer organization • *Employeur*

Describe the main functions of the organization for which you work, and indicate briefly any major foreign or international institutions (public of private) with which your organization has regular contact:
Décrire les fonctions principales de l'organisation pour laquelle vous travaillez et indiquer brièvement les éventuelles institutions étrangères ou internationales (publiques ou privées) avec lesquelles votre employeur entretient un contact régulier:

Describe your current job responsibilities • *Décrire vos responsabilités actuelles*

For candidates applying to IDLI's two-week IBT seminars:
Pour les candidats aux séminaires IBT de deux semaines:

How does the topic of the seminar relate to your current job responsibilities? Please be specific
This question may be answered or continued on a separate sheet attached to the application form:
De quelle façon le thème du séminaire est lié à votre travail actuel? Soyez précis S.V.P.
Vous pourez répondre à cette question sur une feuille séparée, que vous joindrez au dossier:

Candidates applying to the three-month Development Lawyers Course should, in addition to answering the questions above, also provide a supportive essay, explaining why they wish to attend the Course, how it relates to their current work, and what they hope to derive from it. The essay should be attached to this application form.
Après avoir répondu aux questions ci-dessus indiquées, les candidats au cours de trois mois de "Pratique du Droit du Développement" sont priés de soumettre séparément un essai expliquant les raisons de leur candidature, de quelle façon le thème du cours est lié à leur travail et ce qu'ils souhaitent en tirer. L'essai devra être joint à ce dossier.

Summarize the contributions you believe your own professional experience could bring to the course seminar
En quoi votre expérience professionnelle pourra t elle être utile aux autres participants au cours séminaire?

Describe activities, publications, memberships or personal interests which you believe IDLI should consider in evaluating your application
Si vous pensez que d'autres activités, publications ou intérêts personnels peuvent influer sur le choix de votre candidature au moment de la sélection, décrivez-les

PAST EMPLOYMENT RECORD • *EXPERIENCE PROFESSIONNELLE PRECEDENTE*

employer organization *employeur*	dates of service *années d'emploi*	position/title *fonction/titre*	brief description of duties *description succinte des activités*

DECLARATION to be completed and signed by the candidate • *à compléter et signer par le candidat.*

I, the undersigned • *Je, soussigné*

confirm that the information contained in this application is, to the best of my knowledge, complete and accurate
confirme que les informations contenues dans ce dossier d'inscription sont complètes et exactes.

date ..... signature .....

FINANCIAL DECLARATION (IF APPLICABLE) • *DECLARATION FINANCIERE (LE CAS ECHEANT)*

Financial Sponsorship for the participation of • *Les frais de participation de*

(candidate's name) • *(nom du candidat)*

will be provided by • *seront pris en charge par*

(Sponsoring organization) • *(Organisation de financement)*

Invoicing Address • *Adresse pour la facturation*

Name of authorized official • *Nom du responsable*

Title of authorized official • *Titre du responsable*

Signature of official • *Signature du responsable*

Date

seal • *cachet*

Candidates whose financial sponsorship has not yet been confirmed should complete this section.
Les candidats dont le financement n'est pas encore confirmé sont priés de remplir cette section.

I have applied to the following organization(s) for financial sponsorship to meet the costs of my participation in this program.
Je déclare avoir présenté une demande de financement à l'organisation ou aux organisations suivantes pour la prise en charge de mes frais de participation.

organization *organisation*	official contacted/ date *responsable contacté/ date*	telex/ address *télex/ adresse*	response *réponse*	expected date of decision *date prévue pour la décision*

OFFICIAL NOMINATION • *NOMINATION OFFICIELLE*

(for public sector candidates only) *(seulement pour les candidats du secteur public)*

To be completed by an authorized official of the nominating agency. • *A compléter par un cadre autorisé de l'administration responsable de la nomination*

I certify:
that I have examined the information provided by the candidate and am satisfied as to its accuracy and completeness;
that the candidate will resume his or her responsabilities upon completion of the course/ seminar; and
that the candidate will continue to receive his or her salary while attending the IDLI course/ seminar.

Je certifie:
que j'ai pris connaissance des renseignements fournis par le candidat et atteste qu'ils sont exacts et complets;
que le candidat reprendra ses fonctions à l'issue du cours/ séminaire; et
que le canditat continuera à recevoir son salaire habituel pendant la durée du cours/ séminaire.

organization • *organisation:*

name of nominating official • *nom du responsable:*

position • *fonction:*

signature: date:

seal • *cachet*

Applications from civil service employees will not be considered without this Official Nomination
Les candidatures des fonctionnaires ne seront pas examinées sans cette Nomination Officielle

ADMISSIONS
IDLI · via Paolo Frisi 23 · 00197 Roma, Italia · Telephones 872008-872378 · Telex 622381

13

ADMISSIONS DEPARTMENT: STATISTICS

BREAKDOWN OF TOTALS: DEVELOPMENT LAWYERS COURSES AND INTERNATIONAL BUSINESS TRANSACTION SEMINARS

UPDATE: DECEMBER 1988
LAST PROGRAM: IBTIOE

APPLICATIONS

	applicants	(women)	ratio women/applicants	private practitioners
DLC ONLY	653	134	20,3%	34
IBT ONLY	863	217	15,35%	91
OVERALL/TOTAL	1516	351	17%	125

PARTICIPANTS

	participants	(women)	ratio women/ participants	private practitioners
DLC ONLY	230	59	25,65%	8
IBT ONLY	483	77	15,94%	34
OVERALL/TOTAL	713	136	19%	42

FELLOWSHIPS

	IDLI	(full)	(partial)	ad-hoc	(full)	(partial)	employer /self	(full)	(partial
DLC ONLY		93	42		74	15		24	6
IBT ONLY		195	68		125	5		95	57
OVERALL/TOTAL		288	110		199	20		119	63

PARTICIPANTS TO ROME BASED COURSES AND SEMINARS (JANUARY 1984 - DECEMBER 1988)

participants	(women)	ratio women/participants	private practitioners	countries	
1984					
23	3	13%	0	18	IBT1E
20	4	20%	0	11	IBT2F
19	3	16%	0	10	DLC1E
25	4	16%	0	17	IBT1F
20	3	15%	0	14	DLC1F
18	2	11%	2	13	IBT2E
125	19	15%	2	—	Sub Total
1985					
21	3	14%	0	14	IBT3E
26	4	15%	0	14	IBT4F
23	7	30%	0	13	DLC2E
22	3	14%	0	15	IBT3F
22	4	18%	0	16	DLC2F
23	3	13%	4	17	IBT4E
137	24	17%	4	—	Sub Total
1986					
22	5	23%	4	18	IBT5E
29	5	17%	0	18	IBT5F
23	8	35%	2	17	DLC3E
21	2	10%	1	11	IBT6F
25	6	24%	1	17	DLC3F
24	2	8%	7	17	IBT6E
144	28	20%	15	—	Sub Total
1987					
27	5	19%	3	19	IBT7E
20	3	15%	0	14	IBT8F
22	5	27%	3	15	DLC4E
31	7	23%	1	21	IBT7F
26	9	35%	0	19	DLC4F
25	6	24%	3	17	IBT8E
151	35	23%	10	—	Sub Total
1988					
25	5	20%	7	18	IBT9E
26	3	12%	2	15	IBT9F
25	6	24%	1	18	DLC5E
27	2	7%	0	17	IBT10F
25	8	32%	1	18	DLC5F
29	6	22%	0	21	IBT10E
156	30	19,5%	11	—	Sub Total
713	136	19%	42	91	GENERAL TOTAL

125

Update: December 1988
Last program: IBT10E

APPLICANTS TO ROME BASED COURSES AND SEMINARS (JANUARY 1984 - DECEMBER 1988)

applicants	(women)	ratio women/applicants	private practitioners	countries	
1984					
32	3	9%	0	21	IBT1E
25	5	19%	1	12	IBT2F
32	5	16%	2	18	DLC1E
32	4	13%	2	19	IBT1F
57	5	9%	3	19	DLC1F
49	8	16%	5	20	IBT2E
228	30	14%	13	—	Sub Total
1985					
31	7	23%	3	16	IBT3E
38	6	16%	0	17	IBT4F
56	15	27%	0	20	DLC2E
53	6	11%	2	23	IBT3F
75	15	20%	3	-	DLC2F
48	6	13%	6	22	IBT4E
301	55	18%	14	—	Sub Total
1986					
38	8	21%	5	24	IBT5E
42	6	14%	0	21	IBT5F
69	20	29%	5	24	DLC3E
37	2	5%	3	17	IBT6F
53	10	19%	0	24	DLC3F
42	6	14%	10	23	IBT6E
281	52	17%	23	—	Sub Total
1987					
35	5	14%	7	21	IBT7E
27	3	11%	2	16	IBT8F
77	23	30%	7	24	DLC4E
78	11	14%	3	29	IBT7F
93	14	15%	1	24	DLC4F
55	13	24%	15	25	IBT8E
365	69	18%	35	—	Sub Total
1988					
49	8	16%	17	25	IBT9E
43	3	14%	4	20	IBT9F
79	17	22%	11	28	DLC5E
46	6	13%	0	23	IBT10F
62	10	16%	2	25	DLC5F
62	17	27%	6	25	IBT10E
341	61	18%	40	—	Sub Total
[illegible]	351	[illegible]	125	—	TOTAL

126

FELLOWSHIPS

TDLI	(full)	(partial)	ad-hoc	(full)	(partial)	employer/self	(full)	(partial)	
1984									
	10	5		7	0		6	0	IBT1E
	15	0		5	0		0	0	IBT2F
	16	0		1	0		2	0	DLC1E
	4	7		5	0		11	3	IBT1F
	5	3		9	2		3	1	DLC1F
	5	3		2	0		8	3	IBT2E
	55	18		29	2		30	7	total
1985									
	6	4		1	0		10	4	IBT3E
	7	5		11	0		2	5	IBT4F
	6	10		4	2		3	8	DLC2E
	8	4		5	1		4	5	IBT3F
	5	11		6	5		3	0	DLC2F
	12	3		1	0		7	3	IBT4E
	44	37		28	8		29	25	total
1986									
	7	8		1	2		6	6	IBT5E
	9	0		17	0		3	0	IBT5F
	7	2		10	2		3	2	DLC3E
	7	0		13	0		2	0	IBT6F
	9	1		13	1		2	0	DLC3F
	8	0		5	0		1	0	IBT6E
	47	11		59	5		17	8	total
1987									
	9	0		14	0		4	0	IBT7E
	14	3		2	1		0	4	IBT8F
	12	3		6	3		1	2	DLC4E
	12	5		10	0		6	1	IBT7F
	13	0		13	0		0	0	DLC4F
	18	0		2	0		5	0	IBT8E
	78	11		47	4		16	7	total
1988									
	10	3		5	1		6	4	IBT9E
	12	0		12	0		3	0	IBT9F
	7	6		7	0		5	6	DLC5E
	10	6		7	0		5	0	IBT1[illegible]
	13	6		5	0		1	0	DLC5F
	12	12		0	0		7	6	IBT1[illegible]
	64	33		36	1		27	16	total
	288	110	-	199	20		119	63	TOTAL

Update beyond end of 1988 to include current cour.

STATISTICS	IBT-10F	DLC-5F	IBT-10E	IBT 11E	IBT-12F	DLC-6L
PARTICIPANTS	660	25 685	28 713	25 738	23 760	787
NEW COUNTRIES COUNTRIES	1 89 (LAOS)	1 80 (COLOMBIA)	1 91 (PAPUA NEW G)	2 96 BANGLADESH - SOLOM I BOLIVIA - FIJI - SIERRA L	1 97 (COMOROS)	97
WOMEN Partic	112	120	136	5 141	2 143	13 156
APPLICANTS	1346	1409	1516	12 1558	12 1600	124 1724

IDLI
PROJECTED FELLOWSHIPS
FOR YEAR 1989

DATE REVISED: JAN 30,1989

DONORS	TOTAL US$ AVAILABLE	IBT-11E	IBT-12F	DLC-6E	IBT-11F	DLC-6F	IBT-12E
NETHERLANDS (APPROX)	48,000	18,000 (3)	12,000 (2)	17,000 (1)	6,000 (1)	17,000 (1)	
MACARTHUR	102,452	33,000 (7)	12,000 (2) 8,000	17,000 (1)	12,000 (2) 6,000	17,000 (1)	12,000 (2)
SIDA (APPROX)	79,000	16,000 (3)	6,000 (1)	17,000 (1)	6,000 (1) 12,000 (2)	17,000 (1)	8,000 (1.5)
AVE	74,474	18,000 (3)	18,000 (3)	34,000 (2)	REMAINDER (1)		
ARAB FUND	13,033	5,000 (1)	5,000 (1)		REMAINDER (.5)		
FRANCE	NA		N/A (2)		N/A (2)	N/A (2)	
ITALY	NA		N/A (6)	N/A (5)	N/A (12)	N/A (5)	N/A (6)
TOTAL FELLOWSHIPS BY COURSE		90,000 (17)	53,000 (16)	85,000 (10)	31,507 (19.5)	51,000 (10)	20,000 (9.5)

IDI
PROJECTED FELLOWSHIPS
FOR YEAR 1989

DATE REVISED: MARCH 3, 1989

DONORS	TOTAL US$ AVAILABLE	IBT-11E	IBT-12F	DLC-6E	IBT-11F	DLC-6F	IBT-12E
NETHERLANDS (APPROX)	66,000	17,672 (3)	11,532 (2)	34,000 (2)	3,000 (.5)		
MACARTHUR	102,452	33,947 (7)	≈ 16,000 (3)	18,400 (1)	6,000 (1)	17,000 (1)	12,000 (2)
SIDA	68,700	14,731 (3)		24,000 (1.5)	6,000 (1)	17,000 (1)	5,000 (1)
AVE	74,474	16,813 (3)	11,542 (2)	34,000 (2)	12,000 (2)		
ARAB FUND	13,233	4,493 (1)	5,000 (1)		3,733 (.5)		
FRANCE	NA		N/A (2)		N/A (2)	N/A (2)	
ITALY	NA		N/A (4)	N/A (5)	N/A (12)	N/A (5)	N/A (8)
TOTAL FELLOWSHIPS BY COURSE		87,656 (17)	44,094 (14)	112,400 (11.5)	31,507 (19)	34,000 (9)	17,000 (11)

IDLI
PROJECTED FELLOWSHIPS
FOR YEAR 1989

DATE REVISED: MARCH 31, 1989

DONORS	TOTAL US$ AVAILABLE	IBT-11E	IBT-12F	DLC-6E	(PROJECTED) IBT-11F	(PROJECTED) DLC-6F	(PROJECTED) IBT-12E
NETHERLANDS (APPROX)	66,000	17,672 (3)	11,532 (2)	32,806 (2)	4,000 (.5)		
MACARTHUR	102,452	33,987 (7)	≈ 16,000 (3)	19,570 (1+)	6,000 (1)	17,000 (1)	10,000 (2)
SIDA	68,700	14,731 (3)		25,893 (1.5)	6,000 (1)	17,000 (1)	5,000 (1)
AHE	74,474	16,813 (3)	11,562 (2)	32,327 (2)	13,772 (2+)		
ARAB FUND	13,233	4,493 (1)	5,000 (1)		3,740 (.5)		
FRANCE	NA		N/A (2)		N/A (2)	N/A (2)	
ITALY	NA		N/A (4)	N/A (5)	N/A (12)	N/A (5)	N/A (3)
TOTAL FELLOWSHIPS BY COURSE		87,656 (17)	44,094 (14)	110,596 (11.5)	33,512 (19)	34,000 (9)	15,000 (11)

SPONSOR	TOT : 1989	IBT-11E	IBT-12F	DLC-6E	IBT-11F	DLC-6F	IBT-12E
USAID - ANE	$ 75'000	3	2	2	2 1		
ITALIA	(250'000)	0	1	5	12	[illegible]	[illegible]
NETHERLANDS	$ 70'000	3 + 1 [illegible]	2	2	3		—
MAC ARTHUR F.	$ 100 000	7	3	1	1	1	2
JAPAN							
ARAB FUND	$ 13,000	1	1	—	3100 USD 1/2	1	—
S.I.D.A.	$ 70'000	3		1	1	1	1 [illegible]
HEINZ F.							
I.B.A.							
FRANCE	$ 10'000	—	2	—	2	2	
TOTAL:		11 [illegible]	14	11	19	9	11 + T

1989 PUBLICATIONS PLANNING

FROM: ADMISSIONS OFFICE

MARCH 31	BROCHURE AND BULLETIN N°9	TO THE PRINTER
APRIL 28	POSTER AND TRAINING PROGRAM	TO THE PRINTER
MAY 15	ANNUAL REPORT	TO THE PRINTER
SEPTEMBER 29	BULLETIN N° 10	TO THE PRINTER

Bulletin N°9 should be back to IDLI and ready to be sent by:	April 28
Bulletin N° 10	October 31
All other publications	June 30

General Annoncement should be completed by the first week of July.

ANNEX J

LIST OF ANE SPONSORED PARTICIPANTS
from Sept 1986 - to May 1989

BURKINA FASO

Mr. Marc SONDA — (DLC-5F) 1987
Ministry of External Affairs

Mr. Abdouramane OUEDRAOGO — (IBT-9F) 1987
Ministry of Economic Promotion

Mr. Adama Jean TRAORE — (IBT-9F) 1987
Ministry of Economic Promotion

BURUNDI

Ms. Sabinbona SABINE — (IBT-8E) 1987
Ministry of Justice

CAPE VERDE

Mr. Manuel De Jesus COSTA — (DLC-4F) 1987
Cabinet of the Prime Minister

CENTRAL AFRICAN REPUBLIC

Mr. Luc AGENE — (DLC-4F) 1987
Ministry of Foreign Affairs

Mr. Gabriel NGUAMENE — (DLC-5F) 1987
Ministry of Planning

CHAD

Mr. Madjingaye KLAMADJIM — (IBT-9F) 1987
Ministry of Commerce and Industry

Mr. Nadjitangar YAMTEBAYE — (IBT-8F) 1987
Ministry of Commerce and Industry

COLOMBIA

Ms. Pia Ximena RODRIGUEZ RUIZ — (DLC-5F) 1987
Office of National & International Relations

CONGO

Mr. Bertin KABA — (IBT-9F) 1987
Ministry of Mines and Energy

Mr. Jean Prospère MIAMONA — (DLC-3F) 1986
Ministry of Cooperation and Foreign Affairs

Mr. Placide MILANDOU (IBT-9F) 1987
General Secretariat to the Industry

Mr. Jean Marie MOWELLE (IBT-8F) 1987
Ministry of External Affairs

Mr. Jorge PAZ DURINI (IBT-11E) 1989
Bustamante & Crespo

COMOROS

Mr. Inzouddine HODHOAER (IBT-12F) 1989
Ministry of Foreign Affairs

EGYPT

Mr. Mahmoud ABUL-EYOUN (IBT-9E) 1988
Ministry of Economy and
Foreign Trade

GHANA

Mr. Emmanuel Akwei ADDO (IBT-6E) 1986
Office of the Attorney General

Mr. Paul Maciste ASIMENU (IBT-6E) 1986
Bank for Housing and Construction

Mr. Samuel Glenn BADDOO (IBT-6E) 1986
Office of the Attorney General

Mr. Alex James BERNASKO (DLC-5E) 1987
Bank of Ghana

Ms. Eudora QUARTEY (DLC-6E) 1989
Ghana National Procurement
Agency

Ms. Mercy TETTEH (DLC-4E) 1987
Central Bank of Ghana

GUINEA

Mr. Alpha Ibrahim KEIRA (DLC-3F) 1986
Ministry of Planning and
International Cooperation

INDIA

Ms. Meena HABIBUDDIN (IBT-7E) 1987
Maruti Udyog Ltd.

Mr. Ratneshwar Pal KASHYAP (IBT-9E) 1987
Rajasthan State Industrial
Development & Investment Corp.

Mr. Tejinder Pal Singh NARANG (IBT-8E) 1987
Projects and Equipment Corporation
of India

Mr. Rajesh Kumar VACHHER (IBT-6E) 1986
B.S.T. Ltd.

IVORY COAST

1. Mr. Aboudri Etienne DOUGBO (DLC-3F) 1986
Ministry of Commerce

Mr. David Andoh NIAMKEY (IBT-7F) 1987
Ministry of Construction and
Urbanism

Mr. Amankassi Roger KOIZAN (DLC-4F) 1987
National Bank for Savings
and Credit

Ms. Monica Median ROSELL (DLC-5E) 1987
Association of Exporters

JORDAN

Mr. Al-Mutase ABDULDAIEM (IBT-10E) 1987
Jordan National Shiping Lines

Mr. Kamal GHARAIBEH (IBT-10E) 1987
Jordan National Shipping Lines

MALI

Mr. Boubakar Sidiki TRAORE (IBT-10F) 1987
Ministry of Transports

MAURITANIA

Mr. Babiye AHMED HADY (IBT-12F) 1989
Ministry of Equippement

MOROCCO

Mr. Abdelwaheb FARAJ (IBT-10F) 1987
Maroccan Company of Navigation

SIERRA LEONE

Ms. Hulda PRATT (IBT-11E) 1989
National Development Bank

SALVADOR

Mr. Alexander KRAVETZ (IBT-7F) 1987
Ministry of Foreign Commerce

SOMALIA

Mr. Ali Ahmed ALI FAQI (IBT-11E) 1989
Somali Development Bank

Ms. Saleman YUSUF (DLC-6E) 1989
State General Counsel Office

TUNISIA

Ms. Melika DJELASSI (DLC-5F) 1987
Ministry of Planning and Finances

Ms. Nadra RAIS (DLC-4F) 1987
Ministry of External Affairs

UGANDA

Mr. Ochepa Elanyu John ARUTU (DLC-4E) 1987
Law Development Centre (lecturer)

ZAIRE

Mr. Mwamba Vule TCHILOMBO (IBT-8F) 1987
SOFIDE

ZAMBIA

Mr. Charles KAJIMANGA (DLC-4E) 1987
Legal Services Corporation

ANNEX K

ANNEX 4

INTERNATIONAL DEVELOPMENT LAW INSTITUTE
ROME BASED COURSES AND SEMINARS
PARTICIPANTS BY REGION AND COUNTRY
through December 1988 (IBT-10E)

TOTAL NUMBER OF PARTICIPANTS = 713
TOTAL NUMBER OF COUNTRIES = 91

AFRICA (South of Sahara): 461

Angola	6
Benin	6
Botswana	1
Burkina	18
Burundi	7
Cameroun	19
Capo Verde	5
Central Africa Republic	10
Chad	20
Congo	21
Côte d'Ivoire	16
Djibouti	3
Ethiopia	17
Gabon	10
Gambia	3
Ghana	22
Guinea Bissau	2
Equatorial Guinea	1
Guinea	11
Kenya	14
Lesotho	5
Liberia	5
Madagascar	15
Malawi	6
Mali	14
Mauritius	5
Mauritania	3
Mozambique	12
Niger	16
Nigeria	21
Rwanda	11
Sao Tome & Principe	4

Senegal	14
Seychelles	2
Somalia	5
Sudan	14
Swaziland	3
Tanzania	30
Togo	11
Uganda	14
Zaire	26
Zambia	9
Zimbabwe	4

ASIA: 87

China	17
India	16
Indonesia	4
Japan	1
Laos	2
Nepal	10
Pakistan	9
Philippines	6
Sri Lanka	10
Thailand	3
Vietnam	9

PACIFIC: 2

Papua New Guinea	1
Western Samoa	1

MIDDLE EAST AND NORTH AFRICA: 99

Algeria	3
Egypt	12
Iraq	1
Jordan	10
Kuwait	2
Lebanon	1
Morocco	17
Saudi Arabia	9
Tunisia	32
Turkey	5
United Arab Emirates	3
Yemen Arab Republic	4

EUROPE: 12

France	2
Hungary	2
Italy	3
Poland	1
Switzerland	1
Yugoslavia	3

NORTH AMERICA: 4

United States	4

LATIN AMERICA AND CARRIBEAN: 48

Argentina	3
Bahamas	1
Brazil	6
Colombia	1
Costa Rica	2
Cuba	4
Dominican Republic	1
Ecuador	5
El Salvador	1
Haiti	1
Guatemala	1
Jamaica	4
Mexico	2
Panama	1
Paraguay	5
Peru	8

DEVELOPMENT LAWYERS COURSE: DLC/6E
Rome, March 5 - May 27 1989

PARTICIPANT'S PROFILE

NUMBER OF PARTICIPANTS: 27 (14 MEN/13 WOMEN)

ALUMNI: 2 (AMARE-GUANGUL)

COUNTRIES REPRESENTED:17

AFRICA	: 22
ASIA	: 3
LATIN AMERICA	: 1
PACIFIC	: 1

PARTICIPANTS AGE: -25: 1 25/30: 8 30/35: 8 35/40: 9 43: 1

STUDIES: LLB LAW: 20 SPECIALIZATION: 4 M.A LAW: 3

YEARS OF PROFESSIONAL EXPERIENCE: -5: 4 5/10: 13 +10: 9 ?: 1

LANGUAGE KNOWLEDGE: EXCELLENT ENGLISH: 26 FAIR: 1

TRAVEL EXPERIENCE: YES: 18 NO: 3 ?:6

WORK SECTOR:

PUBLIC ENTREPRISE	: 10
PRIVATE PRACTICIONERS	: 2
BANK	: 4
ATTORNEY GENERAL'S CHAMBERS	: 5
MINISTRY OF TRADE AND INDUSTRY	: 2
MINISTRY OF LAW AND JUSTICE	: 2
MINISTRY OF FOREIGN AFFAIRS	: 1
MINISTRY OF STATE AND FARM DEVELOPMENT	: 1

"Investment Treaties, Investment Contracts and Joint Ventures"
IBT 11-2

Seminar Profile

PARTICIPANTS: 24 WOMEN: 5 (21%)

COUNTRIES REPRESENTED: 19 NEW COUNTRIES: 5 BANGLADESH
BOLIVIA
FIJI
SIERRA LEONE
SOLOMON ISLANDS

GEOGRAFICAL DISTRIBUTION:

ASIA:	3
ARAB:	2
AFRICA:	11
CARRIBEAN:	1
LATIN AMERICA:	4
PACIFIC:	3

AGE:

-25	25-30	30-35	35-40	40-45	+45
1	2	13	3	-	2
(NELSON)					(BASSIN 51)

EDUCATION: LAW DEGREE: 19 ECONOMISTS: 5

SECTOR:
PUBLIC: 10
PARASTATAL: 2
BANKING: 5
PRIVATE: 6

ENGLISH KNOWLEDGE: 19 EXCELLENT 5 FAIR

TRAVEL: ONLY MR. NELSON (PAPUA NEW GUINEA) NEVER TRAVELLED BEFORE

MINISTRIES: 6 TRANSPORT, 1 FOREIGN RELATIONS,
2 STATE COUNSEL/A.G's CHAMBERS
PORT AUTHORITIES: 2
CORPORATIONS: INSURANCE/ 5
TRADING/ 3
TRANSPORT/ 4
SHIPPING AGENCIES: 2
BANKING: 3
PRIVATE: 1
UNIVERSITY: 1
DEVELOPMENT ASSISTANCE MISSION: 1

LANGUAGES: excellent: 15 (mother tongue) 11 (other)
good: 3
fair: 2

"International Transport of Goods:
Contracts and Insurance"
December 4-17, 1988
(IBT-10E)

SEMINAR PROFILE

PARTICIPANTS: 28 WOMEN: 8 (26%) ALUMNI: 2

COUNTRIES: 21 PARTICIPANTS/REGIONS:

ASIA:	5
ARAB:	7
AFRICA:	13
CARRIBEAN:	2
LATIN AMERICA:	2
PACIFIC:	1
NORTH (USA):	1

NEW COUNTRY: Papua New Guinea

FUNDING: 23 IDLI-funded (9 paying own travel)
7 Employer-funded
1 Other (unknown source)

PARTICIPANT PROFILE

AGE:

25-30	30-35	35-40	45+
5	13	4	10 (mostly 1940's)

EDUCATION: Legal background: 28
Other: 3 - China/Transport Cert.
Jordan/BA Busines
Seychelles/Marine+Aviation Cert.

SECTOR:

PUBLIC:	22
PARASTATAL:	5
BANKING:	3
PRIVATE:	1

YEARS OF PROFESSIONAL EXPERIENCE:

-5	5-10	10+
8	10	13

COURS DE PRATIQUE DU DROIT DU DEVELOPPEMENT: DLC/5F
Rome, 11 septembre - 3 décembre 1988

PROFIL DES PARTICIPANTS

Nombre de Participants: 25 dont 8 femmes

Alumni: 1 = M. Keita Nombre de Pays représentés: 18

Distribution Géographique: Afrique = 17 Amérique Latine = 4
Pays Arabes = 3 Asie = 1

Age des participants: -25= 1 (Mme Lopes Spencer)
25/30 = 6 30/35 = 10 35/40 = 4 40/45 = 3
+45= 1 (M. Rady)

Etudes Supérieures: Etudes de Droit = 12
Etudes Approfondies de Droit = 11
Sciences Politiques = 1 (Mme. Diallo)
Ecole Nationale d'Administration = 3

Années d'Expérience Professionnelle: -5= 6 5/10= 11 +10= 8

Connaissance Du Français: Excellent = 21 Moyen = 4

De plus, 20 participants sur 25 parlent l'Anglais moyennement;

Ministères Représentés:

Ministère des Affaires Etrangères: 9
Ministère du Plan: 4
Ministère des Finances: 2
Ministère Industrie et Commerce: 2
Banques: 2
Ministère de la Santé et des Affaires Sociales: 1
Ministère des Ressources Naturelles: 1
Présidence de la République: 1
Conseil Législatif: 1
Entreprises Publiques: 1
Secteur Privé: 1

Tous les participants ont déja effectué des voyages d'études, de travail ou pour tourisme à l'étranger.

PROFILE du SEMINAIRE

IBT-10F
"Transport International Maritime/Multimodal de Marchandises"
Rome, 5-18 juin 1988

PARTICIPANTS: 27 **WOMEN:** 2 **ALUMNI:** 2 M. MANGA (CAMEROUN)
M. NDIAYE (SENEGAL)

COUNTRIES REPRESENTED: 17 **REGIONS/SUBREGIONS:** AFRICA: 21
ARAB C.: 3
ASIA: 2
MIDLE EAST: 1

NEW COUNTRIES: 1 (LAOS)

AGE SET: 25/30: 5 30/35: 12 35/40: 7 40/45: 3

EDUCATION: LAW DEGREE: 22 FURTHER LEGAL STUDIES: 10 ECONOMISTS: 5

YEARS OF PROFESSIONAL EXPERIENCE: -5: 8 5/10: 14 +10: 5

SECTOR SET:
MINISTERES TRANSPORTS: 8
COMPAGNIES MARITIMES OU D'ASSURANCE: 11
SOCIETES/OFFICES/CHAMBRES COMM.INDUSTR: 4
MINISTERES INDUSTRIE: 2
MINISTERE DES FINANCES: 1
BANQUES CENTRALES: 1

PRIOR FOREIGN EXPERIENCE: yes: 25 not: 2

KNOWLEDGE OF THE LANGUAGE: Exc: 25 Fair: 3 (Français)
Fair: 15 Poor: 7 (English)

Development Lawyers Course
March 6–May 28, 1988
(DLC–5E)

SEMINAR PROFILE

PARTICIPANTS: 25 WOMEN: 6 (24%)

Of this group, 3 had been admitted to 1987 DLC–4E, but could not attend due to lack of funds.

COUNTRIES: 18 PARTICIPANTS/REGIONS:

ASIA:	4
ARAB:	2
AFRICA:	16
CARRIBEAN:	1
LATIN AMERICA:	1
PACIFIC:	1

NEW COUNTRY: Western Samoa

PARTICIPANT PROFILE

AGE:

-25	25-30	30-35	35-40	40-45
1	10	8	1	5

EDUCATION: 24 candidates are holders of Law Degrees.

YEARS OF PROFESSIONAL EXPERIENCE:

-5	5-10	10+
1	17	7

SECTOR:

PUBLIC:	16
PARASTATAL:	3
BANKING:	5
PRIVATE	1

MINISTRIES: 5 JUSTICE. 1 FINANCE. 1 WATER RESOURCES. 1 CONSTRUCTION.

LANGUAGES: as to English language proficiency, 20 claim "excellent", 1 claims "very good", 4 claim "fair" (3 modestly). (1 speaks excellent French and 1 Russian).

TRAVEL: 5 candidates have never travelled outside their home countries (Nigeria, Tanzania (2), Cameroun, Lesotho and India.

IBT-9F

SEMINAR / PROFILE

PARTICIPANTS: 26 WOMEN: 3 ALUMNI: 5

COUNTRIES REPRESENTED: 15 REGIONS /SUBREGIONS: ARAB C.: 5
AFRICA: 20
CARRIBEANS: 1
LATIN AMERICA: 1

PARTICIPANTS / PROFILE

AGE SET: 25-30 3 30-35 6 35-40 11 +40 6

EDUCATION: LAW DEGREE: 13 FURTHER LEGAL STUDIES: 8

YEARS OF PROFESSIONAL EXPERIENCE: -5 6 5-10 14 +10 7

SECTOR SET: PUBLIC: 19 PARASTATAL: 2 BANKING: 4 PRIVATE: 2

MINISTRIES: COMM/INDUS: 7 CON.DEV/PLAN: 6 FINANCE: 2
ENERGY/PETROLE: 4

PRIOR FOREIGN EXPERIENCE: STUDY: 12 WORK: 8
TOURISM: 7 IDLI: 5 NONE: 1

COMMAISSANCE DU FRANCAIS: EXCELLENT: 26 MOYEN: 1

KNOWLEDGE OF ENGLISH STATED: EXCELLENT: 2 FAIR: 17 POOR: 8

ANNEX L

ANNEX L

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

BALANCE SHEET AT DECEMBER 31,
(in United States dollars)

	1988	1987
A S S E T S		
CURRENT ASSETS		
Cash	745 338	727 634
Accounts receivable - operations	627 503	539 441
Miscellaneous receivables	2 461	3 933
Total current assets	1 375 302	1 271 008
Fixed assets, net of depreciation of US$ 60,167 (1987: US$ 43,085)	43 935	21 178
Investments:		
Donor endowment funds	595 892	821 748
General endowment fund	717 645	266 374
Deposits	20 878	19 247
TOTAL ASSETS	2 753 652	2 399 555
LIABILITIES AND FUND BALANCES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	88 119	103 172
Deferred revenue	190 686	150 894
Total current liabilities	278 805	254 066
Provision for staff leaving indemnity and severance pay	70 952	63 214
TOTAL LIABILITIES	349 757	317 280
FUND BALANCES		
Unrestricted	1 820 970	1 499 350
Restricted	582 925	582 925
TOTAL FUND BALANCES	2 403 895	2 082 275
TOTAL LIABILITIES AND FUND BALANCES	2 753 652	2 399 555

The accompanying notes 1 to 10 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF SUPPORT, REVENUE, EXPENSES AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1988							1987
	Operating funds			Donor endowment funds	General endowment fund	Operational reserve	Total all funds	Total all funds
	Unrestricted	Restricted	Total					
Support and revenue								
Grants	941 616	342 888	1 284 504	-	-	-	1 284 504	1 212 525
Tuition	240 004	352 530	592 534	-	-	-	592 534	584 858
Workshops	35 061	59 574	94 635	-	-	-	94 635	75 558
Donor endowment funds income	28 438	-	28 438	-	-	-	28 438	43 457
General endowment fund income	18 175	-	18 175	-	-	-	18 175	16 374
Other income	48 906	-	48 906	-	-	-	48 906	79 312
Total support and revenue	1 312 200	754 992	2 067 192	-	-	-	2 067 192	2 012 084
Expenses								
Program services	317 806	366 030	683 836	-	-	-	683 836	695 432
General administration and fund raising	629 723	-	629 723	-	-	-	629 723	554 373
Other expenses	10 850	-	10 850				10 850	-
	958 379	366 030	1 324 409	-	-	-	1 324 409	1 249 805
Travel and per diems - participants	-	355 922	355 922	-	-	-	355 922	192 053
Workshops	-	59 574	59 574	-	-	-	59 574	48 339
Total expenses	958 379	1 526	1 739 905	-	-	-	1 739 905	1 490 197
Excess of support and revenue over expenses	353 821	(26 534)	327 287	-	-	-	327 287	521 887
Prior year investment income reclassified as restricted	(32 201)	26 534	(5 667)	-	-	-	(5 667)	-
Fund balances at the beginning of the year	849 350	-	849 350	582 925	450 000	200 000	2 082 275	1 560 388
Total fund balances before transfers to reserves	1 170 970	-	1 170 970	582 925	450 000	200 000	2 403 895	2 082 275
Transferred to general endowment fund	(250 000)	-	(250 000)	-	250 000	-	-	-
Transferred to Operational Reserve	(100 000)	-	(100 000)	-	-	100 000	-	-
Fund balances at the end of the year	820 970	-	820 970	582 925	700 000	300 000	2 403 895	2 082 275

The accompanying notes 1 to 10 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF CHANGES IN FINANCIAL POSITION FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1988	1987
Sources of cash:		
Excess of support and revenue over expenses	327 287	413 406
Charges (credits) not requiring cash in the current period:		
Depreciation	20 842	12 853
Management fees - endowment funds	2 232	-
Increase in market value of general endowment fund	(18 175)	(16 374)
Increase in market value of donor endowment funds	(28 438)	(43 457)
Cash provided from operations	303 748	366 428
Amounts transferred from donor endowment fund	26 534	-
Decrease in accounts receivable - operations	-	123 440
Sale of fixed assets	515	-
Decrease in miscellaneous receivables	1 472	9 345
Increase in accounts payable and accrued expenses	-	26 424
Increase in deferred revenue	39 792	144 680
Increase in provision for staff leaving indemnity and severance pay	7 738	28 728
	379 799	699 045
Uses of cash:		
Increase in market value of donor endowment funds deferred to future years	13 234	-
Purchase of fixed assets	44 115	4 451
Increase in deposits	1 631	2 593
Investment of amounts transferred to general endowment fund	200 000	200 000
Increase in accounts receivable - operations	88 062	-
Decrease in accounts payable	15 053	-
	362 095	207 044
Increase in cash	17 704	492 001

The accompanying notes 1 to 10 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF CONTRIBUTION AND SPONSORSHIP INCOME FOR THE YEAR ENDED DECEMBER 31,

	Total grants 1988		Restricted funds 1988			Unrestricted funds 1988	Total grants 1988	Total grants 1987
		Currency as indicated	Workshops US$	Fellowships and other US$	Total restricted US$	US$	US$	US$
Grantors								
Arab Fund for Economic and Social Development		-	-	-	-	-	-	108 481*
Canadian International Development Agency	CN$	165 000	-	-	-	125 443	125 443	114 560
Exxon Corporation	US$	5 000	-	-	-	5 000	5 000	-
Government of Australia	AUS$	45 000	-	-	-	32 000	32 000	-
Government of France	FF	126 500	-	21 400	21 400	-	21 400	-
Government of Italy	Lit	1 119 997 000	-	204 672	204 672	613 718	818 390	549 450
Government of Japan	US$	47 500	-	47 500	47 500	-	47 500	-
Government of the Netherlands	DFL	170 000	-	65 442	65 442	14 585	80 027	91 041
John D & Catherine T MacArthur Foundation	US$	122 548	25 000	97 548	122 548	-	122 548	-
OPEC Fund for International Development	US$	9 555	-	9 555	9 555	-	9 555	63 256
Swedish International Development Authority	SEK	620 000	-	92 194	92 194	12 823	105 017	51 182
USAID/Asia and Near East Bureau	US$	270 784	-	142 737	142 737	128 047	270 784	340 814
USAID/Private Enterprise Bureau	US$	14 370	-	14 370	14 370	-	14 370	111 363
World Bank	US$	10 000	-	-	-	10 000	10 000	10 000
Program sponsors								
Aix-en-Provence University			850	-	850	-	850	-
Cairo Arbitration Centre			7 806	-	7 806	-	7 806	-
Chamber of Commerce and EPT of Latina			5 433	-	5 433	-	5 433	-
Istituto per il Commercio Estero			1 546	-	1 546	-	1 546	2 347
ICD			1 500	-	1 500	-	1 500	-
Indec			-	-	-	-	-	1 472
USAID/Jakarta			52 000	-	52 000	-	52 000	-
USAID/Pakistan			-	-	-	-	-	27 430
USAID/Poi-Bangkok			-	-	-	-	-	1 667
World Tourism Organization			500	-	500	-	500	1 000
Total income from grantors and program sponsors			94 635	695 418	790 053	941 616	1 731 669	1 474 083
Income in respect of workshops reclassified as unrestricted			(35 061)	-	(35 061)	35 061	-	-
			59 574	695 418	754 992	976 677	1 731 669	1 474 083

* Donor endowment fund

The accompanying notes 1 to 10 are an integral part of these financial statements.

159

Bilancio di verifica di INTERNATIONAL DEVELOPMENT LAW INSTITUTE al 301288 f

10.10.10- CREDITO ITALIANO LIRE ROMA	163.320.87	
10.10.15- RIGGS NATIONAL BANK US$ WASH	45.678.88	
10.10.16- CREDIT COMMERCIAL US$ ROME	530.957.93	
10.10.17- UBK - DONOR ENDOWMENT FUNDS	595.891.80	
10.10.18- UBK - GENERAL ENDOWMENT FUNDS	717.644.98	
10.10.30- PETTY CASH IDLI ROME	5.180.84	
TOTALE mastro 1010	2,058,875.30	0.0
10.20.10- ACCTS RECEIVABLE OPERATIONS 85	31,450.00	
10.20.12- ACCTS RECEIVABLE OPERATIONS 87	189,720.00	
10.20.30- ACCTS RECEIVABLE IBT-9F	2,000.00	
10.20.31- ACCTS RECEIVABLE DLC-5E	0.00	
10.20.32- ACCTS RECEIVABLE IBT-10F	2.600.00	
10.20.33- ACCTS RECEIVABLE DLC-5F	47,625.00	
10.20.34- ACCTS RECEIVABLE IBT-10E	13.590.00	
10.20.93- ACCRUED ACCTS REC. - GOI 88	206,736.00	
10.20.95- ACCTS RECEIVABLE - GON 88	14,390.00	
10.20.97- ACCRUED ACCTS REC. - USAID / ANE	49,697.00	
TOTALE mastro 1020	557 806.00	0.0
10.21.15- ACCTS REC. - TW / SI	62,823.00	
10.21.20- ACCTS REC. - OTHER	1.512.00	
10.21.22- ACCRUED ACCTS REC. - OTHER	5,360.00	
TOTALE mastro 1021	69.695.00	0.0
10.30.10- DEPOSITS	20.878.00	
TOTALE mastro 1030	20.878.00	0.0
10.40.10- FIXED ASSETS	104.210.48	
10.40.50- ACCUMULATED DEPRECIATION		-60,275.[illegible]
TOTALE mastro 1040	104,210.48	-60,275.[illegible]
10.50.10- PREPAID EXPENSES	287.28	
TOTALE mastro 1050	287.28	0.[illegible]
TOTALE GRUPPO 10	2.811,754.06	-60,275.[illegible]
20.00.10- PROF. FEES PAYABLE - USAID		-37,813.[illegible]
20.00.20- ACCOUNTS PAYABLE		-33,099.[illegible]
20.00.30- ACCRUED EXPENSES		-15,424.[illegible]
TOTALE mastro 2000	0.00	-86,336.[illegible]
20.10.29- ADVANCE PARTICIPANTS IBT-9E	0.00	
20.10.30- ADVANCE PARTICIPANTS IBT-9F	2.173.35	
20.10.31- ADVANCE PARTICIPANTS DLC-5E		-0.[illegible]
20.10.32- ADVANCE PARTICIPANTS IBT-10F		-0.[illegible]
20.10.33- ADVANCE PARTICIPANTS DLC-5F		-0.[illegible]
20.10.34- ADVANCE PARTICIPANTS IBT-10E	0.00	

BEST AVAILABLE COPY

156

TOTALE mastro 2010	2.173.35	-0.
20.20.10- DEFERRED INCOME		-190.685.
TOTALE mastro 2020	0.00	-190.685.
20.30.10- EXCESS CASH RECEIVED		-1.782.
TOTALE mastro 2030	0.00	-1.782.
20.40.10- LEAVING INDEMNITY ACCRUAL		-70.952.
TOTALE mastro 2040	0.00	-70.952.
20.50.10- RESTR. GRANT FELL. - SIDA		-92.194.
20.50.15- FELLOWSHIPS UNDER SIDA GRANT	92,194.00	
TOTALE mastro 2050	92,194.00	-92.194.
20.60.10- RESTR. GRANT FELL. - JAPAN		-47.500.
20.60.15- FELLOWSHIPS UNDER JAPAN GRANT	47,500.00	
TOTALE mastro 2060	47,500.00	-47.500.
20.70.10- RESTR. GRANT FELL. - GON		-65.442.
20.70.15- FELLOWSHIPS UNDER GON GRANT	65,442.00	
TOTALE mastro 2070	65.442.00	-65,442.
20.84.10- RESTR. GRANT FELL. - MACARTHUR		-97,548.
20.84.15- FELLOWSHIPS UNDER MACARTHUR GRT	97,548.00	
TOTALE mastro 2084	97,548.00	-97,548.
20.86.15- RESTR. GRANT FELL. - ARAB FUND		-26,534
20.86.20- FELLOWSHIPS UNDER ARAB FUND GRT	26,534.00	
TOTALE mastro 2086	26,534.00	-26,534
TOTALE GRUPPO 20	331,391.35	-678.974.
30.00.10- KUWAIT ENDOWMENT FUND BALANCE		-407,442.
30.00.20- ARAB ENDOWMENT FUND BALANCE		-175.483.
TOTALE mastro 3000	0.00	-582,925.
30.10.10- UNRESTRICTED FUND BALANCE		-820,970.
30.10.20- OPERATIONAL RESERVE		-300,000.
30.10.30- GENERAL ENDOWMENT FUND RESERVE		-700,000.
TOTALE mastro 3010	0.00	-1.820.970.
TOTALE GRUPPO 30	0.00	-2,403,896

BEST AVAILABLE COPY

40.00.10- GRANT REVENUE - CIDA		-125,443
40.00.20- GRANT REVENUE - ITALY		-613,718
40.00.30- GRANT REVENUE - NETHERLANDS		-14,585
40.00.40- GRANT REVENUE - SIDA		-12,823
40.00.50- GRANT REVENUE - AUSTRALIA		-31,999
40.00.60- GRANT REVENUE - USAID / ANE		-128,047
40.00.70- GRANT REVENUE - WORLD BANK		-10,000
40.00.80- GRANT REVENUE - EXXON		-5,000
TOTALE mastro 4000	0.00	-941,613
40.10.10- EARNINGS - KUWAIT ENDOW. FUND		-28,437
40.10.20- EARNINGS - ARAB ENDOW. FUND		-7,567
40.10.22- DEFERRED - ARAB FUND EARNINGS	7,567.52	
40.10.30- EARNINGS - GENERAL ENDOW. FUND		-18,174
TOTALE mastro 4010	7,567.52	-34,180
40.20.00- TUITION REVENUE - AD HOC		-240,004
40.20.20- TUITION REVENUE - ITALY		-124,630
40.20.30- TUITION REVENUE - NETHERLANDS		-29,000
40.20.40- TUITION REVENUE - SIDA		-44,000
40.20.50- TUITION REVENUE - JAPAN		-21,000
40.20.60- TUITION REVENUE - USAID		-72,100
40.20.70- TUITION REVENUE - FRANCE		-17,600
40.20.80- TUITION REVENUE - MACARTHUR		-40,200
40.20.85- TUITION REVENUE - ARAB FUND		-13,500
40.20.90- TUITION REVENUE - OPEC		-4,000
TOTALE mastro 4020	0.00	-606,034
40.30.20- MAINT./TRAVEL - ITALY		-80,042
40.30.30- MAINT./TRAVEL - NETHERLANDS		-36,442
40.30.40- MAINT./TRAVEL - SIDA		-48,194
40.30.50- MAINT./TRAVEL - JAPAN		-26,500
40.30.60- MAINT./TRAVEL - USAID		-85,007
40.30.70- MAINT./TRAVEL - FRANCE		-3,800
40.30.80- MAINT./TRAVEL - MACARTHUR		-37,348
40.30.85- MAINT./TRAVEL - ARAB FUND		-13,034
40.30.90- MAINT./TRAVEL - OPEC		-5,555
TOTALE mastro 4030	0.00	-355,921
40.40.10- INTEREST INCOME		-48,905
TOTALE mastro 4040	0.00	-48,905
TOTALE GRUPPO 40	7,567.52	-2,006,65
50.00.10- SALARIES - LOCAL STAFF	232,734.50	
50.00.20- FEES - INTERNATIONAL STAFF	104,609.00	
50.00.30- PERSONAL BENEFIT ALLOWANCES	60,168.05	
50.00.40- LEAVING INDEMNITY	14,382.08	
50.00.50- SOCIAL BENEFITS - LOCAL STAFF	81,447.74	

BEST AVAILABLE COPY

50.00.60- PAYROLL TAX WITHHELD	77,822.06	
50.00.70- PROF. SALARIES PAID TO USAID	136,602.80	
50.00.80- BENEFITS PAID TO USAID	44,453.16	
TOTALE mastro 5000	752,219.39	0
50.01.02- G & A INSURANCE	7,501.14	
50.01.29- IBT-9E INSURANCE	672.00	
50.01.30- IBT-9F INSURANCE	728.00	
50.01.31- DLC-5E INSURANCE	2,100.00	
50.01.32- IBT-10F INSURANCE	756.00	
50.01.33- DLC-5F INSURANCE	2,100.00	
50.01.34- IBT-10E INSURANCE	784.00	
TOTALE mastro 5001	14,641.14	0
50.02.02- G & A PROFESSIONAL SERVICES	29,655.16	
50.02.29- IBT-9E PROFESSIONAL SERVICES	225.77	
50.02.30- IBT-9F PROFESSIONAL SERVICES	253.94	
50.02.31- DLC-5E PROFESSIONAL SERVICES	154.22	
50.02.32- IBT-10F PROFESSIONAL SERVICES	229.82	
50.02.33- DLC-5F PROFESSIONAL SERVICES	210.74	
50.02.34- IBT-10E PROFESSIONAL SERVICES	185.00	
TOTALE mastro 5002	30,914.65	0
50.03.02- G & A OFFICE EXPENSES	46,588.56	
50.03.29- IBT-9E OFFICE EXPENSES	749.36	
50.03.31- DLC-5E OFFICE EXPENSES	226.58	
50.03.32- IBT-10F OFFICE EXPENSES	3.51	
50.03.33- DLC-5F OFFICE EXPENSES	184.97	
50.03.34- IBT-10E OFFICE EXPENSES	132.30	
TOTALE mastro 5003	47,885.28	0
50.04.02- RENT AND UTILITIES	106,659.22	
TOTALE mastro 5004	106,659.22	0
50.05.02- MAINTENANCE AND REPAIRS	43,650.35	
TOTALE mastro 5005	43,650.35	0
50.06.02- G & A COMMUNICATIONS	40,659.84	
TOTALE mastro 5006	40,659.84	0
50.07.02- G & A POSTAGE / COURIER	31,193.39	
TOTALE mastro 5007	31,193.39	0
50.08.02- G & A PRINTING / REPRODUCTION	47,062.17	
50.08.31- DLC-5E PRINTING / REPRODUCTION	48.78	
50.08.33- DLC-5F PRINTING / REPRODUCTION	148.75	
TOTALE mastro 5008	47,259.70	0

50.09.02- G & A PUBLICATIONS	788.64	
50.09.03- LIBRARY PUBLICATIONS	14,165.77	
50.09.29- IBT-9E PUBLICATIONS	44.95	
50.09.31- DLC-5E PUBLICATIONS	732.80	
50.09.33- DLC-5F PUBLICATIONS	24.00	
TOTALE mastro 5009	15,756.16	0
50.10.02- G&A/FUNDRAISING TRAVEL EXPENSES	34,770.52	
50.10.03- STAFF TRAVEL - PROGRAMS	11,269.43	
50.10.29- IBT-9E TRAVEL EXPENSES	6,844.30	
50.10.30- IBT-9F TRAVEL EXPENSES	3,881.08	
50.10.31- DLC-5E TRAVEL EXPENSES	9,667.90	
50.10.32- IBT-10F TRAVEL EXPENSES	4,558.99	
50.10.33- DLC-5F TRAVEL EXPENSES	8,935.82	
50.10.34- IBT-10E TRAVEL EXPENSES	5,767.58	
TOTALE mastro 5010	85,695.62	0
50.11.02- G&A/FUNDRAISING SOCIAL ACTIVITY	7,578.45	
50.11.29- IBT-9E SOCIAL ACTIVITY	1,008.82	
50.11.30- IBT-9F SOCIAL ACTIVITY	872.92	
50.11.31- DLC-5E SOCIAL ACTIVITY	1,015.01	
50.11.32- IBT-10F SOCIAL ACTIVITY	856.88	
50.11.33- DLC-5F SOCIAL ACTIVITY	1,191.58	
50.11.34- IBT-10E SOCIAL ACTIVITY	1,141.64	
TOTALE mastro 5011	13,665.30	0
50.12.00- STAFF DEVELOPMENT - G & A	8,190.61	
50.12.02- STAFF DEVELOPMENT - PROGRAMS	995.00	
TOTALE mastro 5012	9,185.61	0
50.13.02- OTHER EXPENSES	3,730.07	
TOTALE mastro 5013	3,730.07	0
50.14.29- IBT-9E V.INSTR. HON. & PER DIEM	13,313.51	
50.14.30- IBT-9F V.INSTR. HON. & PER DIEM	4,540.19	
50.14.31- DLC-5E V.INSTR. HON. & PER DIEM	10,286.77	
50.14.32- IBT-10F V.INSTR. HON & PER DIEM	4,655.15	
50.14.33- DLC-5F V.INSTR. HON & PER DIEM	12,055.13	
50.14.34- IBT-10E V.INSTR. HON & PER DIEM	3,054.69	
TOTALE mastro 5014	47,905.44	0
50.15.00- PARTICIPANT MAINT. / TRAVEL	355,922.00	
TOTALE mastro 5015	355,922.00	0
50.50.00- BANK CHARGES	1,695.29	
TOTALE mastro 5050	1,695.29	0

50.80.00- DEPRECIATION EXPENSES	20,842.24	
TOTALE mastro 5060	20,842.24	0.0
50.70.00- EXCHANGE DIFFERENCES	10,850.11	
TOTALE mastro 5070	10,850.11	0.0
TOTALE GRUPPO 50	1,680,330.80	0.0
60.10.00- SI FEES / REIMBURSEMENTS		-4,395.0
TOTALE mastro 6010	0.00	-4,395.0
60.20.00- SPIA CLS JAKARTA (ROME)		-52,000.0
60.20.03- SPIA - TRAVEL	13,534.58	
60.20.07- SPIA - V.I. FEES	19,637.00	
60.20.10- SPIA - SOCIAL ACTIVITY	68.35	
60.20.13- SPIA - MATERIALS	510.64	
60.20.17- SPIA - REPRODUCTION	150.00	
60.20.20- SPIA - POSTAGE / SHIPPING	610.00	
60.20.23- SPIA - COMMUNICATIONS	2,739.23	
TOTALE mastro 6020	37,249.80	-52,000.0
60.30.00- TW7E (CAIRO) GRANT		-32,807.0
60.30.03- TW7E - TRAVEL	10,371.10	
60.30.07- TW7E - V.I. FEES	4,800.00	
60.30.13- TW7E - MATERIALS	1,520.94	
60.30.17- TW7E - REPRODUCTION	200.00	
TOTALE mastro 6030	16,892.04	-32,807.0
60.40.00- TW - SERMONETA 1988 GRANTS		-5,432.
60.40.03- TW - SERMONETA - TRAVEL	1,840.00	
60.40.07- TW - SERMONETA - V.I. FEES	768.75	
60.40.10- TW - SERMONETA - SOCIAL ACTIVITY	2,824.00	
TOTALE mastro 6040	5,432.75	-5,43
TOTALE GRUPPO 60	59,574.59	-94,635.0
90.90.90- OPENING BALANCE	353,821.00	
TOTALE mastro 9090	353,821.00	0.0
TOTALE GRUPPO 90	353,821.00	0.0
TOTALE Generale	5,244,439.32	-5,244,439.32

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

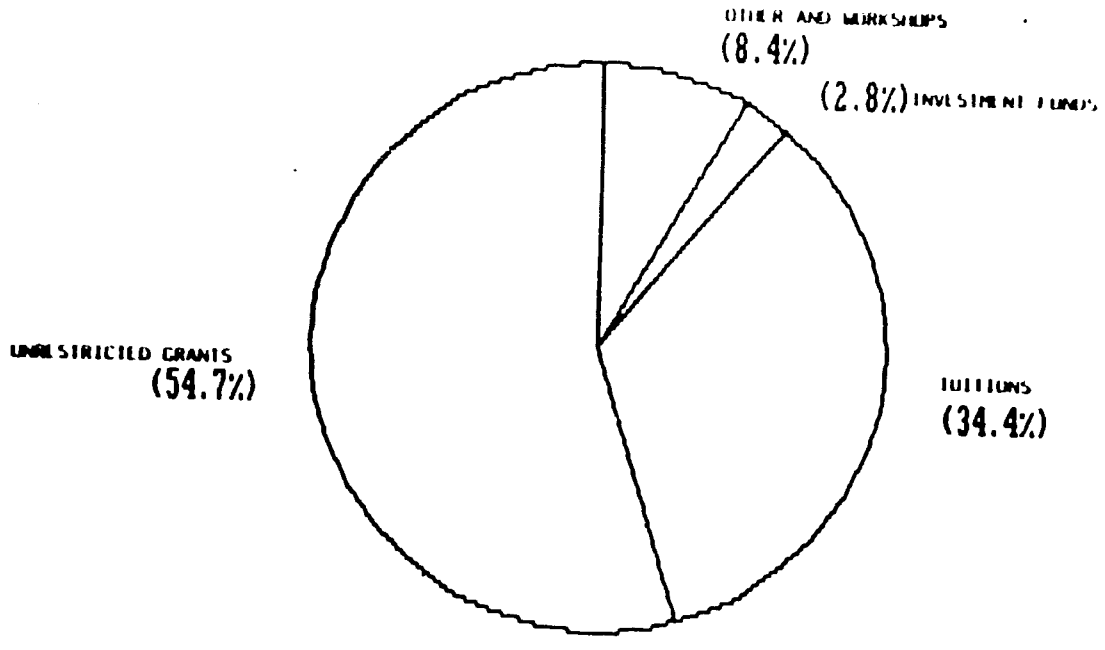
DISTRIBUTION OF INCOME FOR YEAR 1988
IN U.S. DOLLARS

DATE: MAY 15, 1989

SOURCES OF INCOME	AMOUNTS	%
GRANTS (UNRESTR.)	941,616	54.6%
TUITIONS	592,534	34.4%
INVESTMENT FUNDS	46,613	2.7%
OTHER & WORKSHOPS	143,541	8.3%
TOTAL:	1,724,304	100.0%

* EXPENSES = 1,383,983

DISTRIBUTION OF INCOME
FOR YEAR 1988



INTERNATIONAL DEVELOPMENT LAW INSTITUTE

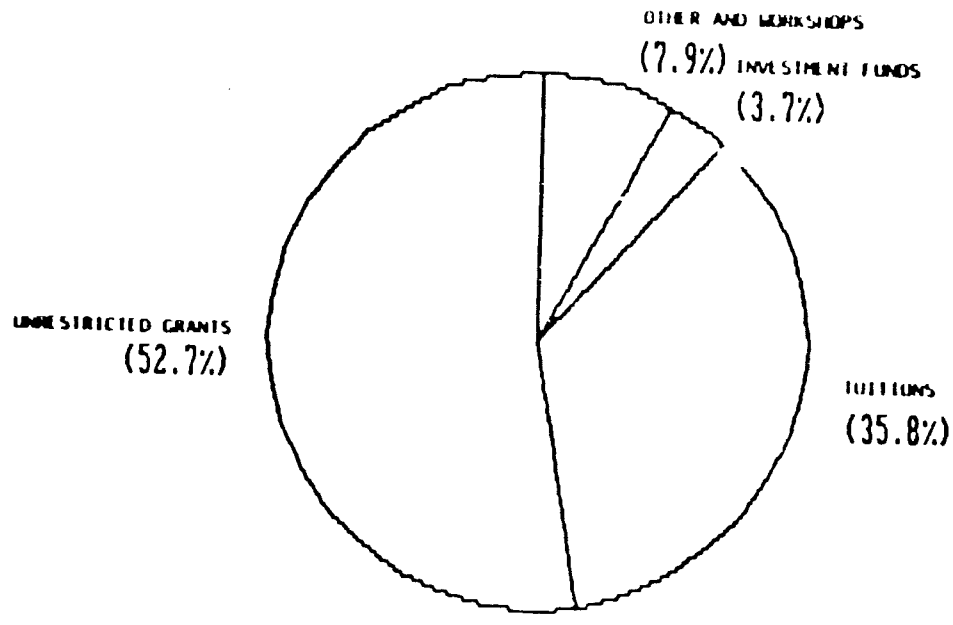
FORECASTED DISTRIBUTION OF INCOME
FOR YEAR 1989 IN U.S. DOLLARS

DATE: MAY 15, 1989

SOURCES OF INCOME	AMOUNTS	%
GRANTS (UNRESTR.)	1,000,000	52.6%
TUITIONS	680,000	35.8%
INVESTMENT FUNDS	70,000	3.7%
OTHER & WORKSHOPS	150,000	7.9%
TOTAL:	1,900,000	100.0%

* EXPENSES = 1,400,000

FORECASTED DISTRIBUTION OF INCOME
FOR YEAR 1989



INTERNATIONAL DEVELOPMENT LAW INSTITUTE

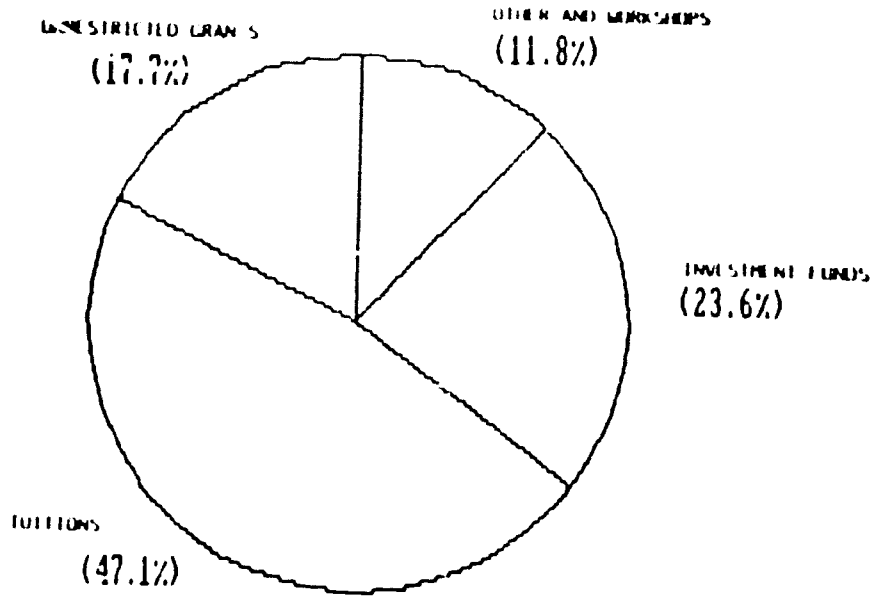
PROJECTED DISTRIBUTION OF INCOME
FOR YEAR 1995 IN U.S. DOLLARS

DATE: MAY 15, 1989

SOURCES OF INCOME	AMOUNTS	%
GRANTS (UNRESTR.)	300,000	17.6%
TUITIONS	800,000	47.1%
INVESTMENT FUNDS	400,000	23.5%
OTHER & WORKSHOPS	200,000	11.8%
TOTAL:	1,700,000	100.0%

* EXPENSES = 1,600,000

PROJECTED DISTRIBUTION OF INCOME
FOR YEAR 1995



THREE YEAR BUDGET
January 1, 1989 - December 31, 1991

(in US$ Thousands)

	Year 1989	Year 1990	Year 1991	Total 3 Years
GENERAL & ADMINISTRATIVE				
Salaries and Benefits	367	396	428	1,191
Professional Services	35	38	41	114
Equipment, Materials, Printing	78	84	91	253
Office Rent, Insurance, Maintenance	84	91	98	273
Communications, Postage, Courier	35	38	41	114
Travel	32	35	38	105
Staff Development	18	19	21	58
Depreciation Expenses and Other	24	26	28	78
Subtotal	673	727	786	2,186
Contingency 10%	67	72	78	218
Total G & A	740	799	864	2,404
REGULAR PROGRAM				
Salaries and Benefits	549	593	640	1,782
Instructors (honorarium and per diem)	54	58	63	175
Materials and Printing	52	56	60	168
Training Center Rent and Maintenance	56	60	65	181
Communications, Postage, Courier	52	56	60	168
Library	12	13	14	39
Travel (Staff and Instructors)	54	58	63	175
Participant Insurance, Other Expenses	26	28	30	84
Subtotal	855	922	995	2,772
Contingency 10%	85	92	99	277
Total Program	940	1,014	1,094	3,049
TOTAL IDLI BUDGET	1,680	1,813	1,958	5,453

ANNEX M

RNATIONAL DEVELOPMENT LAW INSTITUTE

ME, EXPENSES AND SURPLUSES
YEARS 1985 TO 1988
.S. DOLLARS
: MAY 15, 1989

	1985	1986	1987	1988
INCOME	$1,086,734	$1,525,171	$1,711,550	$1,711,270
NSE	$810,605	$1,081,710	$1,298,144	$1,383,983
LUS	$276,129	$443,461	$413,406	$327,287

ANNEX 4

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

BALANCE SHEET AT DECEMBER 31,
(in United States dollars)

	1987	1986
A S S E T S		
CURRENT ASSETS		
Cash	727 634	235 633
Accounts receivable - operations	539 441	662 881
Miscellaneous receivables	3 933	13 278
Total current assets	1 271 008	911 792
Fixed assets, net of depreciation	21 178	29 580
Investments:		
Endowment funds	821 748	669 810
Trust fund	266 374	50 000
Deposits	19 247	16 654
TOTAL ASSETS	2 399 555	1 677 836
LIABILITIES AND FUND BALANCES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	103 172	76 748
Deferred revenue	150 894	6 214
Total current liabilities	254 066	82 962
Provision for staff leaving indemnity and severance pay	63 214	34 486
TOTAL LIABILITIES	317 280	117 448
FUND BALANCES		
Unrestricted	1 499 350	1 085 944
Restricted	582 925	474 444
TOTAL FUND BALANCES	2 082 275	1 560 388
TOTAL LIABILITIES AND FUND BALANCES	2 399 555	1 677 836

The accompanying notes 1 to 10 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF SUPPORT, REVENUE, EXPENSES AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1987							1986
	Operating funds							
	Unrestricted	Restricted	Total	Endowment funds	Trust fund	Operational reserve	Total all funds	Total all funds
Support and revenue								
Grants	911 991	192 053	1 104 044	108 481	-	-	1 212 525	849 184
Tuition	398 858	186 000	584 858	-	-	-	584 858	526 371
Workshops	27 219	48 339	75 558	-	-	-	75 558	59 041
Endowment funds income	43 457	-	43 457	-	-	-	43 457	82 757
Trust fund income	16 374	-	16 374	-	-	-	16 374	-
Other income	79 312	-	79 312	-	-	-	79 312	132 976
Total support and revenue	1 477 211	426 392	1 903 603	108 481	-	-	2 012 084	1 650 329
Expenses								
Program services	509 432	186 000	695 432	-	-	-	695 432	600 006
General administration and fund raising	554 373	-	554 373	-	-	-	554 373	439 592
	1 063 805	186 000	1 249 805	-	-	-	1 249 805	1 039 598
Travel and per diems - participants	-	192 053	192 053	-	-	-	192 053	125 158
Workshops	-	48 339	48 339	-	-	-	48 339	42 112
Total expenses	1 063 805	426 392	1 490 197	-	-	-	1 490 197	1 206 868
Excess of support and revenue over expenses	413 406	-	413 406	108 481	-	-	521 887	443 461
Fund balances at the beginning of the year	1 035 944	-	1 035 944	474 444	50 000	-	1 560 388	1 116 927
Total fund balances before transfers to trust fund and reserves	1 449 350	-	1 449 350	582 925	50 000	-	2 082 275	1 560 388
Transferred to Trust Fund	(400 000)	-	(400 000)	-	400 000	-	-	-
Transferred to Operational Reserve	(200 000)	-	(200 000)	-	-	200 000	-	-
Fund balances at the end of the year	849 350	-	849 350	582 925	450 000	200 000	2 082 275	1 560 388

The accompanying notes 1 to 10 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF CHANGES IN FINANCIAL POSITION FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1987	1986
Sources of cash:		
Excess of support and revenue over expenses	413 406	443 461
Charges (credits) not requiring cash in the current period:		
Depreciation	12 853	12 199
Increase in market value of trust fund	(16 374)	-
Increase in market value of endowment funds	(43 457)	(82 757)
Cash provided from operations	366 428	372 903
Decrease in accounts receivable - operations	123 440	-
Decrease in miscellaneous receivables	9 345	-
Increase in accounts payable and accrued expenses	26 424	42 302
Increase in deferred revenue	144 680	3 214
Increase in provision for staff leaving indemnity and severance pay	28 728	21 325
	699 045	439 744
Uses of cash:		
Purchase of fixed assets	4 451	7 956
Increase in deposits	2 593	3 245
Investment of amounts transferred to trust fund	200 000	50 000
Increase in accounts receivable - operations	-	397 086
Increase in miscellaneous receivables	-	4 420
	207 044	462 707
Increase/(decrease) in cash	492 001	(22 963)

The accompanying notes 1 to 10 are an integral part of these financial statements.

ENATIONAL DEVELOPMENT LAW INSTITUTE

EMENT OF CONTRIBUTION AND SPONSORSHIP INCOME FOR THE YEAR ENDED DECEMBER 31,

		Total grants 1987	Restricted funds 1987			Unrestricted funds 1987	Total grants 1987	Total grants 1986
			Workshops	Fellowships and other	Total restricted			
		Currency as indicated	US$	US$	US$	US$	US$	US$
tors								
Fund for Economic and al Development	KD	30 000	-	108 481 *	108 481	-	108 481	-
dian International Development Agency	CN$	150 000	-	-	-	114 560	114 560	86 894
rnment of Italy	Lit	700 000 000			-	549 450	549 450	400 000
rnment of Netherlands	DFL	182 000	-	70 295	70 295	20 746	91 041	45 479
Fund for International Development	US$	63 256	-	63 256	63 256	-	63 256	9 142
lish International Development Authority	SEK	500 000	-	41 870	41 870	9 312	51 182	55 420
World Bank	US$	10 000	-	-	-	10 000	10 000	10 000
id/Asia and Near East Bureau	US$	340 814	-	132 891	132 891	207 923	340 814	248 012
id/Private Enterprise Bureau	US$	111 383	41 642	69 741	111 383	-	111 383	101 63[illegible]
eral Electric Foundation, Inc		-	-	-	-	-	-	10 000
n D & Catherine T MacArthur Foundation		-	-	-	-	-	-	18 000
Asia Foundation		-	-	-	-	-	-	12 000
gram sponsors								
ituto per il Commercio Estero	Lit	3 000 000	2 347	-	2 347	-	2 347	442
dec	US$	1 472	1 472	-	1 472	-	1 472	-
id/Pakistan	US$	27 430	27 430	-	27 430	-	27 430	-
id/Pei-Bangkok	US$	1 667	1 667	-	1 667	-	1 667	2 605
ld Tourism Organization	US$	1 000	1 000	-	1 000	-	1 000	-
opean Community/International de Centre		-	-	-	-	-	-	18 000
svi		-	-	-	-	-	-	2 490
			75 558	486 534	562 092	911 991	1 474 083	1 020 125
ome in respect of workshops reclassified unrestricted			(27 219)	-	(27 219)	27 219	-	-
al income from grantors and program sponsors			48 339	486 534	534 873	939 210	1 474 083	1 020 12[illegible]
ndowment fund								

[illegible] notes 1 to 10 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

BALANCE SHEET AT DECEMBER 31,
(in United States dollars)

	1986 US$	1985 US$
A S S E T S		
CURRENT ASSETS		
Cash	235 633	258 596
Accounts receivable - operations	662 881	265 795
Miscellaneous receivables	13 278	8 858
Total current assets	911 792	533 249
Fixed assets, net of depreciation	29 580	33 823
Investments:		
Endowment funds	669 810	587 053
Trust fund	50 000	-
Deposits	16 654	13 409
TOTAL ASSETS	1 677 836	1 167 534
LIABILITIES AND FUND BALANCES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	76 748	34 446
Deferred revenue - restricted	6 214	3 000
Total current liabilities	82 962	37 446
Provision for staff leaving indemnity and severance pay	34 486	13 161
TOTAL LIABILITIES	117 448	50 607
FUND BALANCES		
Unrestricted	1 035 944	642 483
Restricted	524 444	474 444
TOTAL FUND BALANCES	1 560 388	1 116 927
TOTAL LIABILITIES AND FUND BALANCES	1 677 836	1 167 534

The accompanying notes 1 to 8 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF SUPPORT, REVENUE, EXPENSES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1986						1985
	Operating funds						
	Unrestricted US$	Restricted US$	Total US$	Endowment funds US$	Trust fund US$	Total all funds US$	Total all funds US$
Support and revenue							
Grants	706 568	142 616	849 184	-	-	849 184	564 745
Tuition	414 471	111 900	526 371	-	-	526 371	479 459
Endowment income	82 757	-	82 757	-	-	82 757	81 846
Other income	132 976	-	132 976	-	-	132 976	30 712
Workshops	16 929	42 112	59 041	-	-	59 041	-
Total support and revenue	1 353 701	296 628	1 650 329	-	-	1 650 329	1 156 762
Expenses							
Program services	470 648	129 358	600 006	-	-	600 006	449 202
General administration and fund raising	439 592	-	439 592	-	-	439 592	361 403
	910 240	129 358	1 039 598	-	-	1 039 598	810 605
Travel and per diems-participants	-	125 158	125 158	-	-	125 158	70 028
Workshops	-	42 112	42 112	-	-	42 112	-
Total expenses	910 240	296 628	1 206 868	-	-	1 206 868	880 633
Excess of support and revenue over expenses	443 461	-	443 461	-	-	443 461	276 129
Transfer to Trust Fund	(50 000)	-	(50 000)	-	50 000	-	-
Fund balances at the beginning of the year	642 483	-	642 483	474 444	-	1 116 927	840 798
Fund balances at the end of the year	1 035 944	-	1 035 944	474 444	50 000	1 560 388	1 116 927

The accompanying notes 1 to 8 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF CHANGES IN FINANCIAL POSITION FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1986 US$	1985 US$
Sources of cash:		
Excess of support and revenue over expenses	443 461	276 129
Charges (credits) not requiring cash in the current period:		
Depreciation	12 199	10 607
Increase in market value of endowment funds	(82 757)	(81 846)
Cash provided from operations	372 903	204 890
(Increase) Decrease in deposits	(3 245)	11
Increase in accounts payable and accrued expenses	42 302	3 474
Increase in deferred revenue	3 214	1 958
Increase in provision for staff leaving indemnity and severance pay	21 325	8 749
	436 499	219 082
Uses of cash:		
Purchase of fixed assets	7 956	14 830
Establishment of Trust Fund	50 000	-
Increase in accounts receivable - operations	397 086	42 369
Increase in miscellaneous receivables	4 420	592
	459 462	57 791
(Decrease)/Increase in cash	(22 963)	161 291

The accompanying notes 1 to 8 are an integral part of these financial statements.

INATIONAL DEVELOPMENT LAW INSTITUTE

MENT OF CONTRIBUTION AND SPONSORSHIP INCOME

ors		Total grants 1986 Currency as indicated	Restricted funds 1986 Workshops US$	Fellowships and other US$	Total restricted US$	Unrestricted funds 1986 US$	Total grants 1986 US$	Total grants 1985 US$
Gulf Programme for United Nations opment Organizations		-	-	-	-	-	-	100 000
ian International Development Agency	C$	125 000	-	-	-	86 894	86 894	72 150
al Electric Foundation, Inc	US$	10 000	-	10 000	10 000	-	10 000	-
nment of Italy	Lit	600 000 000	-	-	-	400 000	400 000	332 410
nment of the Netherlands	DFl.	112 530	-	30 567	30 567	14 912	45 479	35 167
D and Catherine T MacArthur Foundation	US$	18 000	18 000	-	18 000	-	18 000	-
Fund for International Development	US$	9 142	-	9 142	9 142	-	9 142	74 858
sh International Development Authority	SKr	400 000	-	47 772	47 772	7 648	55 420	76 418
orld Bank	US$	10 000	-	-	-	10 000	10 000	-
sia Foundation, with a grant by Strauss & Co	US$	12 000	12 000	-	12 000	-	12 000	-
/Asia and Near East Bureau	US$	248 012	-	60 898	60 898	187 114	248 012	-
/Private Enterprise Bureau	US$	101 635	5 498	96 137	101 635	-	101 635	18 042
am sponsors								
uto Italiano per le Tecnologie Sviluppo	Lit	3 500 000	2 496	-	2 496	-	2 496	-
uto Nazionale per il Commercio Estero	Lit	600 000	442	-	442	-	442	-
uropean Community in conjunction with nternational Trade Centre	ECU	17 458	18 000	-	18 000	-	18 000	-
/Mission in Bangkok, Thailand	US$	2 605	2 605	-	2 605	-	2 605	-
			59 041	254 516	313 557	706 568	1 020 125	709 045
e in respect of workshops reclassified restricted			(16 929)	-	(16 929)	16 929	-	-
income from grantors and program sponsors			42 112	254 516	296 628	723 497	1 020 125	709 045

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

BALANCE SHEET AT DECEMBER 31,
(in United States dollars)

	1985 $	1984 $
A S S E T S		
CURRENT ASSETS		
Cash	258 596	97 305
Accounts receivable - operations	265 795	223 426
Miscellaneous receivables	8 858	8 266
Total current assets	533 249	328 997
Fixed assets, net of depreciation	33 823	29 600
Endowment funds	587 053	505 207
Deposits	13 409	13 420
TOTAL ASSETS	1 167 534	877 224
LIABILITIES AND FUND BALANCES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	34 446	30 972
Deferred revenue	3 000	1 042
Total current liabilities	37 446	32 014
Leaving indemnity fund	13 161	4 412
TOTAL LIABILITIES	50 607	36 426
FUND BALANCES		
Unrestricted	642 483	366 354
Restricted	474 444	474 444
TOTAL FUND BALANCES	1 116 927	840 798
TOTAL LIABILITIES AND FUND BALANCES	1 167 534	877 224

The accompanying notes 1 to 6 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF SUPPORT, REVENUE, EXPENSES, CAPITAL ADDITIONS, AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1985					1984
	OPERATING FUNDS					
	Unrestricted	Restricted	Total	Endowment funds	Total all funds	Total all funds
	$	$	$	$	$	$
Support and revenue						
Grants	428 340	136 405	564 745	-	564 745	575 633
Tuition	335 159	144 300	479 459	-	479 459	383 723
Endowment and other income	112 558	-	112 558	-	112 558	34 978
Total support and revenue	876 057	280 705	1 156 762	-	1 156 762	994 334
Expenses						
Program services	238 525	210 677	449 202	-	449 202	406 913
General administration and fund raising	361 403	-	361 403	-	361 401	321 759
Travel and per diems-participants	-	70 028	70 028	-	70 028	33 325
Total expenses	599 928	280 705	880 633	-	880 633	761 997
Excess of support and revenue over expenses, before capital additions	276 129	-	276 129	-	276 129	232 337
Capital additions						
Endowment funds received	-	-	-	-	-	474 444
Excess of support and revenue over expenses, after capital additions	276 129	-	276 129	-	276 129	706 781
Fund balances at the beginning of the year	366 354	-	366 354	474 444	840 798	134 017
Fund balances at the end of the year	642 483	-	642 483	474 444	1 116 927	840 798

The accompanying notes 1 to 6 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF CHANGES IN FINANCIAL POSITION FOR THE YEAR ENDED DECEMBER 31,
(in United States dollars)

	1985 $	1984 $
Sources of cash:		
Excess of support and revenue over expenses	276 129	232 337
Charges (credits) not requiring cash in the current period:		
Depreciation	10 607	7 641
Increase in market value of endowment funds	(81 846)	(30 763)
Cash provided from operations	204 890	209 215
Endowment funds received	-	474 444
Decrease (increase) in deposits	11	(13 420)
Increase in accounts payable and accrued expenses	3 474	2 608
Increase (decrease) in deferred revenue	1 958	(115 802)
Increase in leaving indemnity fund	8 749	3 979
	219 082	561 024
Uses of cash:		
Purchase of fixed assets	14 830	34 559
Increase in endowment funds	-	474 444
Increase in accounts receivable - operations	42 369	183 433
Increase in miscellaneous receivables	592	2 330
	57 791	694 766
Increase/(Decrease) in cash	161 291	(133 742)

The accompanying notes 1 to 6 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

BALANCE SHEET AT DECEMBER 31, 1984
(in United States dollars)

A S S E T S	
CURRENT ASSETS	
Cash	128 068
Accounts receivable - operations	223 426
Miscellaneous receivables	8 266
Total current assets	359 760
Fixed assets, net of depreciation	29 600
Investments and endowment fund cash	474 444
Deposits	13 420
TOTAL ASSETS	$ 877 224
LIABILITIES AND FUND BALANCES	
CURRENT LIABILITIES	
Accounts payable and accrued expenses	30 972
Deferred revenue	1 042
Total current liabilities	32 014
Leaving indemnity fund	4 412
TOTAL LIABILITIES	36 426
FUND BALANCES	
Unrestricted	366 354
Restricted - endowment funds	474 444
TOTAL FUND BALANCES	840 798
TOTAL LIABILITIES AND FUND BALANCES	$ 877 224

The accompanying notes 1 to 6 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF SUPPORT, REVENUE, EXPENSES, CAPITAL ADDITIONS, AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED DECEMBER 31, 1984
(in United States dollars)

	OPERATING FUNDS				
	Unrestricted	Restricted	Total	Endowment Funds	Total* All Funds
Support and revenue					
Grants	501 823	40 485	542 308	-	542 308
Tuition	283 853	99 870	383 723	-	383 723
Endowment and other investment income	34 978	-	34 978	-	34 978
Total support and revenue	820 654	140 355	961 009	-	961 009
Expenses					
Program services	266 558	140 355	406 913	-	406 913
General administration	282 028	-	282 028	-	282 028
Fund raising	39 731	-	39 731	-	39 731
Total expenses	588 317	140 355	728 672	-	728 672
Excess of support and revenue over expenses, before capital additions	232 337	-	232 337	-	232 337
Capital additions					
Endowment funds received	-	-	-	474 444	474 444
Excess of support and revenue over expenses, after capital additions	232 337	-	232 337	474 444	706 781
Fund balances at the beginning of the year	134 017	-	134 017	-	134 017
Fund balances at the end of the year	366 354	-	366 354	474 444	840 798

The accompanying notes 1 to 6 are an integral part of these financial statements.

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

STATEMENT OF CHANGES IN FINANCIAL POSITION FOR THE YEAR ENDED DECEMBER 31, 1984
(in United States dollars)

Sources of cash:	
Excess of support and revenue over expenses	232 337
Charges not requiring cash in the current period:	
Depreciation	7 641
Cash provided from operations	239 978
Endowments	474 444
Increase in accounts payable and accrued expenses	2 608
Increase in leaving indemnity fund	3 979
	721 009
Uses of cash:	
Purchase of fixed assets	34 559
Increase in investments and endowment fund cash	491 544
Increase in accounts receivable	183 433
Decrease in deferred revenue	115 802
Increase in other receivables	2 330
Increase in deposits	13 420
	841 088
Decrease in cash	120 079

The accompanying notes 1 to 6 are an integral part of these financial statements.

ANNEX N

ANNEX N

Estimate of Pro Bono Services for IDLI 1988 Programs *

IBT-9E:		Totals
Mr. Quashie Idun	- Round trip ticket from Geneva, per diem and honorarium (WIPO)	$ 1,620
Mr. De Luigi	- Honorarium (Technipetrol)	$ 250
	IBT-9E TOTAL	$ 1,870

IBT-9F:		
Mr. Lakhdari	- Round trip ticket from Paris and per diem (Attorney at Law)	$ 1,230
	IBT-9F TOTAL	$ 1,230

DLC-5E:		
Mr. Al-Hashem	- Round trip ticket from Kuwait, per diem and honorarium (Kuwait Fund)	$ 3,490
Mr. Bender	- Round trip ticket from New York, per diem and honorarium (White & Case)	$ 2,990
Mr. Chaimberlain	- Round trip ticket from Luxembourg, per diem, and honorarium (European Investment Bank)	$ 2,450
Mr. Chaudhri	- Honorarium (Jones, Day, Reavis & Pogue)	$ 750
Mr. Davies	- Honorarium (Fox and Gibbons)	$ 1,000
Mr. Carter	- Honorarium (USAID)	$ 750
Mr. Jaynes	- Honorarium (White and Case)	$ 750
Mr. Folkesson	- Round trip ticket from Sweden, per diem and honorarium (SIDA)	$ 2,090
Mr. Forget	- Round trip ticket from Washington, per diem and honorarium (World Bank)	$ 2,270
Mr. Foster	- Round trip ticket from Montreal, per diem and honorarium (CIDA)	$ 3,350
Mr. Hurlock	- Round trip ticket from New York, per diem and honorarium (White & Case)	$ 2,990
Mr. Maddrey	- Round trip ticket from New York, per diem and honorarium (White & Case)	$ 2,990

Mr. Patricksson	- Round trip ticket from Norway, per diem and honorarium (Norwegian Gov't)	$ 2,450
	DLC-5E TOTAL	$ 28,320

IBT-10F: None

DLC-5F:		Totals
Mr. Audren	- Round trip ticket from Paris, per diem and honorarium (Caisse Centrale de Coop. Economique)	$ 1,370
Mr. Balboni	- Honorarium (Min. of Foreign Affairs Italy)	$ 250
Mr. Bakouka	- Honorarium (African Development Bank)	$ 1,250
Ms. DeWitt	- Round trip ticket from Washington, per diem and honorarium (World Bank)	$ 3,710
Mr. Fries	- Round trip ticket from Washington, per diem and honorarium (USAID)	$ 2,630
Mr. Fuwa	- Round trip ticket from Paris, per diem and honorarium (OECD)	$ 1,730
Mr. Haeberli	- Round trip ticket from Switzerland, per diem honorarium. (Swiss Gov't)	$ 1,730
Mr. Herlin	- Round trip ticket from Luxembourg, per diem and honorarium (European Investment Bank)	$ 2,810
Mr. Levesque	- Round trip ticket from Montreal, per diem and honorarium (CIDA)	$ 2,630
Mr. Tincani	- Round trip ticket from Brussells, per diem and honorarium (EEC)	$ 1,730
	DLC-5F TOTAL	$ 19,840

IBT-10E:

Mr. Sasegban	- Honorarium (Nigerian Maritime Law Association)	$ 250
Mr. Katz	- Round trip ticket from Geneva, per diem and honorarium (UNCITRAL)	$ 1,370

Mr. Coppenrath	- Honorarium (Attorney at Law)	$ 2,500
	IBT-IOE TOTAL	$ 4,120

GRAND TOTAL OF PRO BONO SERVICES FOR 1988 PROGRAMS: $ 55,380

* Note: All travel has been estimated at the following rates:

Europe	- $ 900
United States	- $ 1,800
Africa and Middle East	- $ 2,300
Asia	- $ 2,300

Honorarium and Per Diem figures are real

ANNEX Q

.TIONAL DEVELOPMENT LAW INSTITUTE
UTIONS 1989 IN USD (COMMITTED FUNDS)
VISED: MAY 15, 1989
.TERNAL USE ONLY)

•	DATE REC'D	TOT. LOCAL CURRENCY	AMOUNT IN USD	FELLOWSHIPS	WORKSHOPS	TOTAL RESTRICTED	TOTAL UNRESTRICTED
IA	JAN 1989	AUS$ 50,000	42,905	0	0	0	42,905
	28/02/89	CAN$ 165,000	137,491	0	0	0	137,491
	•	US$ 5,000	5,000	0	0	0	5,000
	•	6 FELLOWS	YR END	YR END	0	YR END	0
	•	950.000.000 CA.	700,000	0	0	0	700,000
	•	34 FELLOWS	YR END	YR END	0	YR END	0
UR FOUNDATION	1988	US$ 127,452	127,452	102,452	25,000	127,452	0
ANDS	14/02/89	DFL 170,000	80,066	66,000	0	66,000	14,066
	15/05/89	US$ 30,000	30,000				30,000
	16/02/89	SEK 500,000	78,978	68,678	0	68,678	10,300
LAND	1988	US$ 50,000	50,000	0	0	0	50,000
ANE	•	US$ 103,391	103,391	74,474	0	74,474	28,917
			1,355,283	311,604	25,000	336,604	1,018,679

ET RECEIVED BY IDLI

ANNEX O

-NATIONAL DEVELOPMENT LAW INSTITUTE
; COMMITMENTS BY CATEGORY
:: 1989 - 1991 (IN US DOLLARS)
REVISED: MAY 15, 1989

S	1989 IDLI BUDGET	1989 SPECIAL PROGRAMS	1989 FELLOWSHIPS	1990 IDLI BUDGET	1990 SPECIAL PROGRAMS	1990 FELLOWSHIPS	1991 IDLI BUDGET	1991 SPECIAL PROGRAMS	1991 FELLOWSHIPS
ALIAN INT'L DEV. ASS. BUREAU	$42,905								
IAN INT'L DEV. AGENCY	$140,000			$140,000					
CORPORATION	$5,000								
OF FRANCE			6 FELLOWS *						
OF ITALY	$700,000		34 FELLOWS *						
OF NETHERLANDS	$14,000		$66,000						
OF SWITZERLAND	$50,000								
C.T. MACARTHUR FOUNDATION		$25,000	$102,452						
GIAN AGENCY FOR INT'L DEV.	$30,000								
SH INT'L DEV. AUTHORITY	$10,300		$68,700						
ASIA & NEAR EAST BUREAU	$28,917		$74,474						
S:	$1,021,122	$25,000	$311,626	$140,000	$0	$0	$0	$0	$0

MBER OF FELLOWSHIPS COMMITTED FOR 1989

ANNEX P

ATIONAL DEVELOPMENT LAW INSTITUTE
, AMOUNTS, AND FORMS OF ASSISTANCE
1982 - 1988
DOLLARS
(revised: May 15, 1989)

	FOR YEARS 1982 - 1988	IDLI BUDGET	SPECIAL PROGRAMS	FELLOWSHIPS	TOTAL AMOUNTS RECEIVED	DONOR ENDOWMENT FUNDS	% OF TOTAL
JND FOR EC. AND SOC. DEV.	ENDOW.1964/87					175,483	2.68%
JLF PROGRAMME (ASFUND)	1985	53,250		46,750	100,000		1.53%
JND. (LEVI STRAUSS CO.)	1986		12,000		12,000		.18%
LIAN INT'L DEV. ASS. BUREAU	1988	32,000			32,000		.49%
AN INT'L DEV. AGENCY	1983 - 1988	482,600		26,500	509,100		7.77%
CORPORATION	1988	5,000			5,000		.08%
. ELECTRIC FOUNDATION	1986	10,000			10,000		.15%
OF FRANCE	1988			21,400	21,400		.33%
OF ITALY	1984 - 1988	2,216,305			2,216,305		33.84%
OF JAPAN	1988			47,500	47,500		.73%
OF NETHERLANDS	1984 - 1988	109,065		189,847	298,912		4.56%
ATIONAL DEV. RESEARCH CENTRE	1983	11,000			11,000		.17%
.T. MACARTHUR FOUNDATION	1986 & 1988		43,000	97,548	140,548		2.15%
FUND FOR ARAB ECONOMIC DEV.	ENDOW.1983/84	102,886			102,886	407,443	7.79%
JND FOR INT'L DEV.	1983 - 1987			359,000	359,000		5.48%
INT'L DEV. AUTHORITY	1985 - 1988	39,828		258,255	298,083		4.55%
GENCY FOR INTERNATIONAL DEV.	1982 - 1988	1,160,869	47,140	530,406	1,738,415		26.54%
BANK	1984 - 1988	65,000			65,000		.99%
:		4,287,803	102,140	1,577,206	5,967,149	582,926	100.00%

TANTIAL FELLOWSHIP SUPPORT 1983 - 1988

ANNEX P

ANNEX Q

RAPPORT DE STAGE

Séminaire: Pratique du Droit international de Développement - 11 septembre - 5 décembre 1988
ROME

Pendant trois mois, j'ai pu prendre part à Rome, grâce au financement de l'USAID, au séminaire sur la Pratique du droit de Développement à l'Institut International de Droit de Développement (IDLI).

Le séminaire avait pour objectif, si ce n'est de former les cadres des pays en voie de développement, tout au moins systématiser leur technique dans leurs rapports professionnels avec leurs partenaires des pays développés ou des institutions internationales de développement. L'essentiel des aspects du travail quotidien du juriste à l'avant plan des problèmes de financement public ont été ainsi étudiés dans le but d'accroître leur performance dans tous ces domaines.

Pour ce faire, l'accent a été mis sur certains enseignements pratiques tels que le planning, la technique de négociations, la technique de la rédaction en droit économique. Dans le même ordre, ont été passés en revue mais de manière plus approfondie, les éléments de la coopération bilatérale et multilatérale avec les principaux bailleurs de fonds: Japon, Italie, Canada, Suisse, France, Etats-Unis, F.A.O, C.E.E., PNUD, B.E.I., B.A.D/F.A.D., B.I.R.D.,....

La pratique de la coopération faisant appel à plusieurs modes d'intervention, la formation a, en conséquence, porté également sur les financements bancaires des projets, les études et procédures d'investissements. N'ont pas été délaissés les suites éventuelles à

l'exécution des contrats, en l'occurrence les problèmes d'arbitrage que provoquer les différends nés des contrats.

Il convient de souligner que ces enseignements ont été dispensés par des spécialistes très au fait des problèmes qu'ils exposaient, une compétence acquise bien souvent à l'épreuve des faits vécus pendant longtemps au cours de leurs fonctions dans les P.V.D.

Au regard de l'importance de tous ces enseignements dans le cadre du travail quotidien que j'accomplis (à la cellule juridique au Secrétariat d'Etat au Plan et à la Coopération Internationale), je dois - et tiens à - remercier ici l'USAID pour m'avoir permis par son soutien financier de participer au séminaire. Cette reconnaissance est d'autant plus appuyée que bien que saisi au tout dernier moment, l'USAID n'a pas hésité un seul instant dans sa décision d'octroi de la bourse.

Qu'au-delà de ce rapport, l'USAID trouve ici l'expression de toute ma reconnaissance.

Fait à Bangui le 3 Février 1989

Gabriel NGOUAMENE

Participant: M. Gabriel Ngouamene

Veuillez envoyer un rapport de votre stage à l'IDLI à l'organisation qui vous a financé.

Source de financement:

USAID/ANE
ATTN: MS. ANA MARIA LONG
ANE/TR
N° 4725
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, DC 20523, USA

Merci.

الجمهورية الاسلامية الموريتانية
République Islamique de Mauritanie
شرف - اخاء - عدالة

Ministère de l'Equipement
DIRECTION ADMINISTRATIVE
ET FINANCIERE

وزارة التجهيز
الادارة الادارية والمالية

N° №005 ME/DAF

Nouakchott, le 13 MARS 1989 انواكشوط في

Le Directeur المدير

à Mme ANA MARIA LONG الى السيد

J'ai l'honneur de vous faire parvenir copie de mon Rapport sur le Séminaire "Contrats et Gestion" d'association, organisé par l'Institut International du Droit du Développement à ROME du 12 au 25 Février 1989 .

Je profite de cette occasion pour vous demander de transmettre mes vifs remerciements à l'USAID qui a bien voulu prendre en charge les frais de participation à ce seminaire ./.

- DARIYA OULD AHMED EL HADY -

MINISTERE DE L'EQUIPEMENT ET DES TRANSPORTS

BEST AVAILABLE COPY

195

REPUBLIQUE ISLAMIQUE DE MAURITANIE

Ministère de l'Equipement

RAPPORT SUR LE SEMINAIRE
"CONTRATS DE GESTION ET DE CONSULTANTS" ORGANISE
PAR L'INSTITUT INTERNATIONAL DE DROIT AU DEVELOPPEMENT (IDLI) A ROME DU 12 AU 25 FEVRIER 1989.

L'Institut International de Droit du Développement a organisé à ROME du 22 au 25 Février 1989 un séminaire autour du thème "Contrats de Gestion et de Consultants" à l'intention des Cadres Juristes des pays en voie de développement assurant des responsabilités pouvant les conduire à des négociations, rédactions discussions des contrats de prestations [illegible] savoir faire de Consultant d'une part et des Contrats de Gestion d'autre part.

La diversité des "Services" susceptibles d'être fourni a conduit les responsables du séminaire à établir des priorités correspondant aux tâches les plus fréquemment confiées à des Consultants dans les pays en voie de développement. C'est donc que les 2 premières journées de ce séminaire ont été consacrées aux contrats d'étude, de faisabilité et de conception de projets.

Dans ce cadre des modèles de contrat ont été distribués aux participants en vue de les étudier et de les commenter par [illegible].

L'étude et les commentaires de ces contrats ont suscité des discussions fructueuses entre les séminaristes et le conférencier permettant de tirer le maximum d'enseignements et d'informations utiles dans le cadre de l'appréciation de ce genre de contrat.

En outre, l'examen et l'analyse de chaque clause des contrats présentés par l'expert chargé d'animer ces deux journées ont permis de dégager des conclusions visant à mieux

.../.....

BEST AVAILABLE COPY

BEST AVAILABLE COPY

maîtriser les difficultés inhérentes à ce type de contrat que l'on rencontre dans la plupart des cas dans nos pays en voie de développement.

Au cours des 3 dernières journées de la première semaine les séminaristes porté sur les contrats d'assistance technique au point de vue du client et la garantie de bonne fin des différents contrats de service pour un même projet.

Pour le 1er thème c'est à dire contrats d'assistance technique, il a été rappelé que les prestations d'experts donnent lieu à des contrats dont la négociation, la rédaction et l'exécution exigent une parfaite connaissance des concepts utilisés, comme des formulations choisies.

C'est pourquoi les animateurs chargés de ce thème ont insisté sur la nécessité de définir l'objet de l'assistance technique, [illegible] mission etc...

[illegible] d'assistance technique doit comporter de façon [illegible] toutes les clauses utiles de façon à ne laisser subsister [illegible] doute sur une interprétation ambiguë de telle ou telle clause.

Le thème abordé au cours de la 1ère semaine de ce séminaire est relatif à la garantie de bonne fin, coordination des différents contrats de service pour un même projet.

Le conférencier en abordant ce thème a insisté surtout sur les types de garantie d'exécution qu'on a tendance à utiliser de nos jours, il s'agit de la garantie bancaire et garantie fournie par les assurances. Ce sont 2 garanties qui permettent de préserver l'intérêt du contractant au cas où une défaillance dans le contrat arriverait.

En ce qui concerne la garantie financière ou bancaire de bon exécution, le garant s'oblige seulement à payer à l'acheteur une somme à concurrence d'un certain montant pour garantir les responsabilités de l'Entrepreneur en cas de défaut d'exécution de la part de celui-ci. Ces garants sont souvent des Banque Commerciales. S'agissant de l'autre type de garantie appelée Assurances qui consiste à ce que le garant, a sa discrétion, s'engage

197

BEST AVAILABLE COPY

soit à remédier personnellement aux vices de la construction effectuée par l'Entrepreneur ou à achever lui-même l'ouvrage, soit à avoir recours à un autre Entrepreneur pour le faire et, par ailleurs, à indemniser l'acheteur des autres préjudices imputables au défaut d'exécution.

La valeur de ces engagements est limitée à un certain montant. Le garant se réserve aussi généralement le choix d'exécuter son obligation par un versement à l'acheteur à concurrence d'une somme donnée. Ce genre de garantie est généralement consentie par des Institutions spécialisées comme les Sociétés de cautionnement et d'assurance.

Le programme de la 2° semaine portait essentiellement sur les thèmes relatifs aux contrats de mise à disposition de personnel et contrat de gestion.

En ce qui concerne les contrats de mise à disposition de personnel, les séminaristes ont procédé ensemble avec l'expert [illegible] à l'examen de tous les points susceptibles de [illegible] ce genre de contrat. L'étude a porté également sur les clauses contractuelles, la loi régissant ces clauses ainsi que le régime juridique applicable et les juridictions compétentes. A l'issue des différentes discussions et débats qui se sont déroulés, il a été retenu l'idée de ne laisser aucune place à l'ambiguïté ni à la confusion dans ces contrats de travail qui doivent comporter toutes les clauses de façon à définir tous les éléments qui rentrent dans le cadre de leur élaboration (objet, durée, lieu de travail, période d'essai, droits des salaires, coûts de l'expatriation du personnel, modalités et calculs de rémunération des consultants, loi applicable en cas de litiges ou de différends etc...).

La prise en compte de ces différents élément permettent de rédiger un contrat assez précis et détaillé, préservant les intérêts des uns et des autres d'une part et écartant toute confusion d'interprétation d'autre part.

Les dernières séances de ce séminaire ont été consacrées aux contrats de gestion et de services publics qui sont des contrats destinés à confier la gestion d'un service public au profit

Il s'agit donc d'un type de contrat qui fait appel aux services d'organismes privés pour assurer une gestion provisoire d'un établissement public ou Entreprise privée ayant des difficultés de gestion et d'exploitation.

Ce modèle descontrat est généralement sujet à beaucoup de difficultés et pose un certain nombre de problèmes quant à son élaboration et à son exécution. C'est pourquoi il est conseillé de s'entourer de maximum d'informations relatives à sa négociation, à la définition de son champ d'action c'est à dire à son objet, à sa durée etc...

Des examples de contrat de gestion nous ont été présentés au cours conférencier suivis par des discussions et des débats qui ont permis aux participants de mieux s'imprégner de la mise en forme et du contenu de ce type de contrat.

Aux conclusions de ce séminaire il a été donc dégagé un certain nombre de recommandations indispensables pour tout contrat de prestations de service ou de gestion. Ces recommandations portent essentiellement sur la définition de l'objet du contrat de la façon la plus détaillée possible, les obligations de chacune des parties contrantantes, la durée du contrat, le lieu de son exécution, la garantie du résultat bref;il s'agit donc de tout mettre en oeuvre pour s'assurer de la clarté et de la précision de toutes les clauses contractuel les figurant dans un contrat .

13 MARS 1989

BABA OULD AHMED EL HADY

M. ÉQUIPEMENT - FT DES TRANSPORTS

SEMINAIRE SUR " LA PRATIQUE DU DROIT DU DEVELOPPEMENT "

Institut International de Droit du Développement (I-D-I-I)

Rome - (3 Septembre - 30 Novembre 85)

Rapport présenté par Mohieddine KALLEL, Administrateur à la Direction Générale de la Coopération Internationale :

INTRODUCTION :

L'objectif du cours de " Pratique du Droit de Développement " est d'améliorer la position des pays en développement dans les négociations internationales et d'accroître l'importance du Droit et le rôle des juristes dans le processus du développement.

En effet, les juristes sont appelés à négocier les projets de développement, car l'ultime document qui permet aux projets d'être programmés, prévus, étudiés, financés et enfin exécutés est un Contrat, donc un document juridique.

C'est pour cette raison qu'il est essentiel que les juristes soient impliqués dans le processus du progrès. Or, être impliqué suppose être qualifié et compétent d'où la nécessité pour eux de maîtriser les techniques de rédaction des différentes clauses les accords et autres contrats.

Plusieurs thèmes ont été abordés au cours de ce séminaire dont notamment :

- l'examen juridique des contrats et autres documents juridiques et de leur rédaction ;
- les techniques de négociation ;
- la règlementation en vigueur dans les agences de financement
- une introduction au thème général "Droit de Développement" :
  - adaptation des pratiques juridiques ;
  - et opérations commerciales internationales.

200

Ière Phase du Cours :

La première phase du cours a été consacrée aux :

1/ - " Conseil " : Une technique qui permet au juriste, d'émettre un avis juridique écrit ou oral sur un dossier qui lui a été soumis par une Administration, une entreprise ou un particulie

2°/ - Révision des documents juridiques : qui consiste en l'examen minutieux des projets de contrats et autres textes en vue d'e déceler lacunes et imperfections éventuelles.

3°/ - Planning et Suivi des Projets :

Le conférencier a souligné l'importance du rôle du juris à chaque phase de la vie d'un projet depuis son identificati jusqu'à la poste-évaluation en passant par la préparation, la négociation, l'exécution, la supervision et l'évaluation.

4°/ - Les techniques de Négociations :

La maitrise et la bonne conduite des négociations impli quent une connaissance profonde des comportements (son comportement et le comportement de son interlocuteur) ainsi que des contraintes imposées par l'environnement.

Le processus de négociation obéit à une dynamique part culière susceptible d'être maitrisée à partir de trois données :

- Maitrise du temps consacrée à la négociation ;
- Maitrise du rythme de la progression et du déroulement de la négociation ;
- Choix d'une stratégie et d'une tactique efficace.

5°/ - Technique de la rédaction juridique : Consiste en l'observati d'une série de règles et de principes lors de la rédaction d'un contrat ou à l'occasion d'une consultation juridique.

./.

201

Les règles portent aussi bien sur le style, que sur la terminologie ou sur la présentation générale du texte.

En matière de consultation juridique, reste valable la règle utilisée par les Magistrats : dégagement du principe, application au cas d'espèce et déduction de la solution.

6°/ - Règlement des différends :

La formule la plus utilisée dans les contrats commerciaux internationaux est l'arbitrage.

Ce recours présente en effet des avantages énormes à savoir :

- libre choix de l'institution d'arbitrage par les parties
- Neutralité de cette institution ;
- Recherche de l'arrangement amiable plutôt que du procès .

IIe Phase du Jours :

La seconde phase de cette session a été consacrée aux modalités de financement des projets de développement :

1°/ - Rôle des Banques Commerciales :

Les Banques Commerciales ont un rôle très important dans le financement des projets de développement.

En effet, quelles que soient les modalités spécifiques à chaque organisme de coopération, elles se réfèrent toutes aux schémas utilisés par les banques commerciales.

L'intervention d'un expert de la Banque Française pour le Commerce Extérieur (BFCE) a été réservée à la présentation d'une typologie des financements possibles et des risques y afférents.

Par ailleurs, l'expert de la BFCE a mis l'accent sur les différentes étapes du montage des crédits-Exports et des Euro-Crédits.

./.

207

2°/ - Modalités d'Intervention des Organismes de Coopération :

L'intervention de plusieurs experts (FIDA, Banque Mondiale, BEI, Caisse Centrale Economique Française, BID, Belgique et de l'USAID) a été réservée à la présentation des règles particulières au financement des projets.

Des cas pratiques et des exercices de simulation ont servi de support pour la mise en pratique de ces principes et ont permis aux participants d'apprécier la complexité des problèmes posés.

D'autre part, le travail effectué en petits groupes et en table ronde a permis de faciliter des discussions et de confronter les expériences des participants avec la pratique habituelle des institutions de financement représentées.

IIIe Phase du Cours :

La dernière phase du cours a été consacrée à deux thèmes :

- passation des marchés ;
- dialogue Nord - Sud : Coopération CEE - Pays ACP (Modèle Exemplaire ?).

1°/ - La passation des marchés :

Au cours de cette session, tous les contrats internationaux ont été abordés à savoir : Les Contrats de fournitures, de biens, de travaux et de services.

Les différents mécanismes d'appel d'offres, de la rédaction et de la gestion de ces contrats ont été traités.

2°/ - Dialogue Nord - Sud :

Cette session a été rehaussée par la présence de son Excellence, l'Ambassadeur du Sénégal auprès de la CEE (Monsieur Seydina Oumar SY).

./.

Au cours de son intervention, Mr. Oumar SY a replacé la Coopérati de la CEE avec les Etats-ACP, souvent définie comme exemplaire, dans son contexte politique global et a insisté sur la responsabilité des pays d Sud eux-mêmes dans leur propre développement et la prise en charge de leur devenir.

Il a, par ailleurs, souligné que la Coopération Sud-Sud est un impératif en dehors duquel aucune issue n'est possible.

IMPRESSIONS PERSONNELLES

A l'issue de ce séminaire, je me permets d'affirmer que ce cours a bien répondu à mon attente.

J'ai hautement apprécié l'esprit qui a animé la conception, l'élaboration et l'application de ce programme.

Je remercie vivement toute l'équipe de l'IDLI pour son travail sérieux et de longue haleine et je lui souhaite une bonne continuation et plein succès dans sa mission noble.

Je rendshommage également à tous les organismes de financement pour leur soutien matériel à tous les participants et plus particulièrement au Gouvernement Italien qui a financé mon Séjour à Rome ainsi qu'aux Experts-Visiteurs qui ont contribué au succès de cette session.-

Abdelkader KALLEL

Directeur général de la Coopération internationale

204

BANK OF GHANA

CABLES: GHANABANK ACCRA
TELEPHONES: 66902 – 8
66174 – 6

P.O. BOX 2674,
ACCRA,
GHANA.

OUR REF. BGL.5/68

YOUR REF.

DATE. 5th August, 1987

Mrs. Anamaria Long
Asia and Near East Bureau
Agency for International Dev.
Washington D.C. 20523
U. S. A.

Dear Mrs. Long,

I wish to express my thanks and appreciation to the USAID/ANE for the sponsorship given me to participate in the Development Lawyers Course which ended in May in Rome.

I must say that with my background as a Lawyer in the Central Bank, I found the course very useful and very informative. I found that most of the topics covered applied to my work in one way or the other since most agreements have to pass through the Bank because of foreign exchange formalities in Ghana.

We in the legal office of the bank are also involved in advising, writing of opinions and negotiations, all of which were covered by the course.

I am very grateful for the sponsorship I got and hope that I will use my newly acquired knowledge, expertise and confidence to improve my work considerably.

Yours faithfully,

MTetteh

MERCY M. TETTEH (MRS.)
DEPUTY MANAGER
LEGAL OFFICE

205

TELEGRAMS: .....

TELEPHONE: 270362/7

IN ANY CORRESPONDENCE ON THIS SUBJECT PLEASE QUOTE NO. HC/7.5716

MEC/911

THE REPUBLIC OF UGANDA

MAGISTRATE'S COURT,
P.O. BOX .....,
....., UGANDA.

[illegible], [illegible].

Mrs. Anamaria Lorca,
[illegible] and Near East Bureau,
Agency for International Development,
Washington D.C. 20523,
U.S.A.

Dear Madam,

Re: [illegible]

I am writing to express my sincere gratitute to you personally and your Agency for providing me a fellowship which enabled me to attend the above course. The course was a great inspiration to me and all the thanks go to you and to your agency. My country and myself have gratefully benefitted from it.

Thanking you for any future co-operation.

Yours faithfully,

Anita John.

c.c. to: The Director
International [illegible] Law Institute,
Via Paolo Frisi [illegible],
Italy.

BEST AVAILABLE COPY

206

Jorge Paz Durán

February 20, 1989

Ms. Ana María Long
ANE/TR
No. 4725
Agency for International Development
Washington, D. C. 20523
U. S. A.

Dear Ms. Long:

Upon my return to Ecuador after having participated in the course entitled "IBT-11-E Investment Treaties, Investment Contracts and Joint Ventures" at the International Development Law Institute in Rome, I am writing to express my deep appreciation for your efforts in granting the financing of my participation, travel and per diem expenses for the course in Rome. Without your aid, it would have been impossible for me to participate in this seminar which has proven to be worthwhile for my professional practice in Ecuador.

The course was very practical, and I found that many of the things we studied can be applied locally for the benefit of both local and foreign investors.

The subjects I learned about will help me immeasurably in providing more efficient and accurate assistance for interested investors, helping them obtain the necessary guarantees in order to encourage their investments.

Assistance such as that you provided for me will always allow people to deepen their knowledge about their fields as well as a wider general view of the legal matters between persons from different countries and their interrelationships.

Again, I would like to thank you and USAID for your help and I sincerely hope you will continue this positive support which I consider so beneficial for others. I am

The "Investment Treaties, Investment Contracts and Joint Ventures" seminar focused on foreign investment and joint ventures from a legal standpoint. The speakers at the seminar expressed both investors' as well as the host countries' viewpoints. We made thorough examinations of legal parameters affecting investments, which led to consideration of our own local regulations which require changes to ensure a good investment climate.

In conclusion, the seminar opened our eyes to many details and facts that should be taken into consideration; and, furthermore, has left me with the desire to continue on a local level our efforts to search for new forms and better ways to guarantee the assistance of joint ventures and foreign investment as a positive way to aid in the development of our countries.

enclosing herewith a short summary on my participation in the seminar.

Sincerely,

Jorge Paz Durini

JPD/jcd

RAPPORT SUR LE SEMINAIRE

TRANSFERT DE TECHNOLOGIES : SAVOIR-FAIRE ET CONTRATS DE LICENCE. IBT - 9 F, ORGANISE PAR L'INSTITUT INTERNATIONAL DE DROIT DU DEVELOPPEMENT (IDLI) A ROME DU 14 AU 27 FEVRIER 1988

-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-=-

Ce séminaire s'est déroulé suivant l'emploi du temps repris ci-après:

LUNDI 15 FEVRIER

Généralités, définitions et contenu des termes "transfert(s) de technologie(s)"

(Dr.Jacques Perrin)

MARDI 16 FEVRIER

Formation professionnelle

(Maître Djamal-Eddine Lakhdari)-

MERCREDI 17 FEVRIER

Obligations réciproques du client, du constructeur et de l'Etat (y compris les aspects de responsabilité). Arbitrage et règlement des différends

(Me. D. Lakhdari)-

JEUDI 18 FEVRIER

Transfert de Technologies aux PVD : Position du problème et cadre juridique des contrats (licence de brevet, licence de know-how, contrat d'assistance tecnique, contrat de gestion initiale, contrat "clés en main", contrat "produit en main" et contrat "marché en main").

(Maître Jacques Salès)

VENDRDI 19 FEVRIER

Contrat de coopération économique, création de filiale commune et convention d'établissement.

(Me.J. Salès)

LUNDI 22 FEVRIER

Rémunération du concédant

(Professeur Lucien Rapp)-

MARDI 23 FEVRIER

Sous-traitance internationale

(Professeur L. Rapp)-

MERCREDI 24 FEVRIER

Contrôle du processus de transfert et de ses résultats.

La maintenance

(Maître Alessandro Costa)

JEUDI 25 FEVRIER

Problématique générale des clauses restrictives

(Maître Bernard Remiche)-

VENDREDI 26 FEVRIER

Application des clauses restrictives aux pays du Pacte Andin

(Me. B. Remiche)-

Les différents thèmes choisis ont été brillamment présentés par d'éminents professeurs et avocats du Nord et du Sud. Une note spéciale doit être accordée au choix des présentateurs (conférenciers) : ils sont venus de différents horizons : aussi bien du Nord que du Sud. Cela a permis à nous, experts, de mieux appréhender les problèmes difficiles posés par l'acquisition d'une technologie, en occurence celle du Nord. Notons que ces problèmes sont perçus différemment suivant que l'on est du Nord ou du Sud : d'où l'intérêt très important du choix des conférenciers. Après ces remarques générales, nous allons dire un mot, d'une façon globale sur les thèmes présentés.

Tout d'abord le transfert de technologies est un problème d'actualité et qui n'échappe à aucun pays en développement.

Le transfert de technologies sous toutes ses formes : savoir-faire (know-how), contrats d'assistance, contrats de licences, licence de brevet,

contrat de gestion initiale, contrat "clés en main", contrat "produit en main", contrat "marché en main", contrat de coopération économique, e .etc, est un problème que les pays en développement vivent tous les jours car ils ont besoin de technologies, de nouvelles technologies pour développer leurs économies, pour assurer la survie de ces dernières. Mais, hélas, il arrive bien souvent que le transfert de technologies ne se fasse dans l'esprit souhaité, voulu et attendu par les PVD ; d'où les différends nés de ces transferts. Nous abordons ici les problèmes juridiques inhérents aux transferts de technologies :

- obligations réciproques du client, du constructeur et de l'Etat
- arbitrage et règlement des différends.

D'une manière générale, ce séminaire a été un forum d'échange d'expériences, de vues, entre d'un côté les avocats et les professeurs qui rédigent ces contrats pour les entreprises du Nord et de l'autre, les experts des pays en développement, qui reçoivent cette technologie.

Pour ma part, tous les thèmes développés et discutés étaient intéressants mais six d'entre eux ont été plus attrayants et plus captifs, notamment:

- la formation professionnelle
- les obligations réciproques du client, du constructeur et de l'Etat (y compris les aspects de responsabilité). Arbitrage et règlement des différends.
- la rémunération du concédant
- la sous-traitance internationale
- la problématique générale des clauses restrictives aux Pays du Pacte Andin.

Ces six thèmes nous ont fait toucher du doigt les vrais problèmes inhérents aux transferts de technologies. En effet la formation professionnelle est l'élément essentiel pour un pays en développement qui achète une nouvelle technologie. Celle-ci devrait être bien appréhendée et bien suivie.

Quant aux obligations réciproques de l'une et l'autre partie, elles découlent de la capacité de négociation des représentants des PVD. Mieux ils sont avertis, mieux ils ont l'habitude de négocier, mieux ils décèlent la petite bête, le grain de sable dans les projets de contrats présentés par les partenaires du Nord. D'où la nécessité pour les PVD d'avoir en leur sein une institution habilité à vérifier les termes de chaque contrat. C'est le rôle de la Banque Centrale dans certains pays, et c'est le rôle de la Commission Centrale des Marchés et Contrats de l'Etat en République Populaire du Congo.

L'examen des clauses restrictives nous a permis de pouvoir déceler des clauses abusives et des clauses limitatives. Leur application aux Pays du Pacte Andi a été un exemple très enrichissant dans la mesure où plusieurs Etats d'une même sous-région peuvent s'entendre pour éviter de plonger dans les mêmes erreurs lors de la négociation des contrats similaires avec les pays du Nord.

Si nous ne nous sommes pas trop plainds de l'organisation administrative et protocolaire du séminaire, mais nous avons déploré l'insuffisance de la couverture financière de notre séjour.

Fait à Brazzaville, le

LE CONSEILLER ECONOMIQUE,

Bertin KABA.-

Participant: Mr. Bertin Kaba

Veuillez envoyer un rapport de votre stage (à l'IDLI) à l'organisation qui vous a financé.

Source de financement:

USAID/ANE
ATTN: MS. ANA MARIA LONG
ANE/TR
N° 4725
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, DC 20523, USA

Merci.

M. HODHOAER INZOUDDINE
Directeur des Affaires Juridiques
Ministère des Affaires Etrangères,
de la Coopération et du Commerce
Extérieur
B.P. 428 MORONI
REPUBLIQUE FEDERALE ISLAMIQUE DES COMORES
Tel : 73 06 06
Telex : 219 MAERFIC-KO

Moroni, le 6 Février 1989

à

Ms. ANA MARIA LONG
U.S.A.I.D.

-= WASHINGTON =-

OBJET : Lettre de remerciement

J'ai l'honneur de vous écrire cette lettre pour vous demander de bien vouloir accepter de présenter mes sincères remerciements à l'USAID qui a voulu financer ma participation au séminaire de l'IDLI sur les contrats de Gestion et de consultants tenu du 12 au 25 février 1989 à Rome - Italie.

Ce seminaire a été d'une grande utilité pour mon pays et pour moi. A cet égard, je demeure convaincu que les connaissances acquises m'aideront à mieux servir mon pays.

Tout en vous souhaitant bonne reception de mon rapport ci-joint je vous prie, d'agréer mes sentiments distingués.

HODHOAER INZOUDDINE

215

M. HODHOMER INZOUDDINE
Directeur des Affaires Juridiques
Ministère des Affaires Etrangères
de la Coopération et du Commerce
Extérieur

R A P P O R T

OBJET : Séminaire sur les contrats de Gestion et de consultants - organisé par l'IDLI du 12 au 25 Février 1989 à Rome - Italie.

Avant de rentrer dans les développements de mon rapport, je tiens tout d'abord à témoigner ma gratitude et présenter mes sincères remerciements à l'U.S.A.I.D d'avoir, avec amabilité, accepter de financer ma participation au dit séminaire.

Je saisis également cette occasion pour saluer l'heureuse initiative des responsables de l'Institut International du Droit du Développement (IDLI), d'avoir organisé ce séminaire qui, à plus d'un titre, a revêtu l'intérêt des responsables d'un certain nombre d'administrations des pays du tiers monde.

Le séminaire sur le thème : "les contrats de Gestion et de consultants s'est tenu dans les locaux de l'IDLI à Rome-Italie du 12 au 25 Février 1989.

Ce séminaire de langue française, était organisé pour des hauts cadres des pays en développement. C'est ainsi qu'il avait vu la participation de 23 personnes venues de pays différents à savoir :
Angola, Argentine, Caméroun, Centrafrique, Comores, Congo, Cuba, Egypte, Gabon, Guinée Bissau, Guinée Konakry, Haiti, Mali, Maroc, Mauritanie, Niger, Rwanda, Sénégal et Tunisie.

216

Les participants étaient tous des hauts fonctionnaires des Ministères. Le fait de réunir de tels personnalités visait une très grande sensibilisation des personnes impliquées ou susceptibles de l'être dans leurs pays respectifs, des problèmes qu'ils peuvent rencontrer dans le domaine des contrats de Gestion et de consultants.

En effet, dans le cadre de leur développement, les pays du tiers monde envisagent un certain nombre de projets. Or, dans le cadre de l'exécution de ces projets, les pays du tiers monde se trouvent dans l'obligation de faire appel à des spécialistes étrangers. Ces préstations d'experts donnent lieu à des contrats, dont la négociation, la rédaction et l'exécution éxigent une parfaite maitrise des concepts utilisés.

La diversité des services susceptibles d'être fournis par le consultant fait que le client n'est pas à coup sûr spécialiste. Cet état de fait est la conséquence directe des problèmes juridiques, de financement, de contrôle etc ... surgissant dans le cadre contractuel.

C'est à la suite de cette réalité que l'IDLI a jugé nécessaire l'organisation de ce séminaire. Conçu comme un exercice d'apprentissage intensif visant à sensibiliser, approfondir et développer les connaissances et les aptitudes des participants en un laps de temps relativement court. Le programme joint en annexe témoigne de la volonté de l'IDLI à aider les Gouvernements des PVD, par l'intermédiaire de leurs fonctionnaires, à exécuter leurs obligations relatives aux contrats dans leurs propre intérêt.

.../...

217

Ceci étant, l'IDLI a déployé tous ses éffort pour réunir un groupe soigneusement séléctionné d'enseignants et spécialistes de réputation internationale dans le domaine pour animer le séminaire à sa juste hauteur.

Un effort particulier a été fait pour mettre à la disposition des participants un ensemble de documents pour le bon déroulement du séminaire mais aussi pour leurs travaux quotidiens relatifs aux contrats.

Durant les deux semaines de travail, l'orientation prise consistait à :

- Familiariser les participants aux contrats d'étude, de faisabilité et de conception de projets ;
- accoutumer les participants des différents aspects des contrats d'assistance et des questions de garantie et de bonne fin, et
- Habituer aux participants des contrats de gestion notamment des problèmes relatifs à la mise à disposition de personnel et des modalités de paiements des consultants.

Le côté pratique n'a pas été négligé. En effet durant les deux semaines les participants ont eu l'occasion d'effectuer des exercices de simulation qui ont porté sur :
négociation, rédaction et contrôle des contrats. L'aspect juridique avait occupé une place importante.

Notons aussi que le séminaire était une tribune offerte aux participants pour échanger des informations et des expériences pratiques dans leurs adminsitrations réspectives.

..../...

28

Il va sans dire que ce séminaire a été une réussite aussi bien du côté des participants que des organisateurs.

Aussi, je demeure convaincu que dans le cadre de l'exercice de mes fonctions, je peux faire bénéficier mon pays des enseignements, pratiques et expériences acquis durant les deux semaines de formation et de travaux intensifs.

MOHAMMAD INZOUDDINE

UNITED STATES
INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
OUAGADOUGOU, BURKINA FASO

UNITED STATES ADDRESS
OUAGADOUGOU (I.D.)
DEPARTMENT OF STATE
WASHINGTON, D.C. 20520 - 2440

INTERNATIONAL ADDRESS
U.S.A.I.D.
C/O AMERICAN EMBASSY
B.P. 35
OUAGADOUGOU BURKINA FASO

March 14, 1989

Ms. Ana Maria Long
ANE/TR
Room 4725 NS
AID/Washington
Mail Stop 20523-0053

Dear Ana Maria:

Marc Somdah, the U.S. Desk Officer at the Foreign Ministry, brought by the attached report which he asked be sent to you.

Should AID grant funds to IDLI to send participants to Rome, the U.S. Embassy in Burkina would appreciate being advised who from the Burkina Government is being invited. If you are not the project officer, please pass the message to the right individual.

Many thanks!

Sincerely,

Michael S. Zak
Chief, Office of Program
and Project Development

S.M/Y.M.

RAPPORT DE STAGE

oOo

Objet : Participation aux Cours de Pratique du Droit de Développement.
11 Septembre - 3 Décembre 1988 - ROME (ITALIE)
l'Institut International de Droit du Développement (I.D.L.I).

Organisation Internationale non-gouvernementale à but non lucratif, créée en 1983, organise chaque année des cours et séminaires de formation en matière de pratique du droit de développement à l'attention des Conseiller Juridiques des Pays en voie de développement. Ces cours et séminaires mettent l'accent sur l'acquisition d'une connaissance pratique et spécialisée des règles de jeu en matière de transactions internationales et permettent de se familiariser avec les techniques nécessaires à la mise en place d'accords mutuellement avantageux et satisfaisants.

Cette formation est donc conçue pour permettre aux bénéficiaires d'avoir une maîtrise des techniques de base (1è partie) qu'ils seront à même d'appliquer dans les domaines principaux de développement : le financement des projets, les contrats internationaux de fourniture, de services et de travaux (2è partie).

I. LES TECHNIQUES DE BASE

Assise fondamentale pour une meilleure assimilation de la formation, cette partie est conçue pour permettre aux participants d'acquérir dans le domaine des transactions internationales, une maîtrise des méthodes et techniques de la négociation Qu'il s'agisse de régler un problème unique de plusieurs questions à la fois, que ce soit sur le plan bilatéral, multilatéral ou dans un cadre institutionnel, les participants ont été initiés aux techniques, stratégies, procédures, argumentations, tactiques pour mener à bien une négociation.

La formation étant destinée à des Conseillers Juridiques, cette première partie devait en outre permettre aux participants d'approfondir leurs connaissances en matière de rédactions et de révisions des accords internationaux.

II. FINANCEMENT DE PROJETS ET CONTRATS INTERNATIONAUX

a) Financement de Projets de développement

Il s'agissait d'amener les participants à acquérir

.../...

des connaissances pratiques aussi bien en matière de conception, de suivi de projet que de leur financement.

Aussi, tous les aspects de financement de projets ont-il été abordés, qu'il s'agisse de financement bancaire, de financement dans le cadre de la coopération bilatérale, multilatérale ou de financement par les banques de développement.

Au niveau de la coopération bilatérale, les principes et les institutions de coopération comme la répartition de l'aide publique de certains pays ont été étudiés ; il s'agit notamment :

- du Japon
- de l'Italie
- du Canada
- de la Suisse
- de la France

Pour les financements dans le cadre de la coopération multilatérale, il s'agissait pour les participants de se familiariser avec les principes, les textes et, les pratiques des institutions, notamment la FAO et la CEE/ACP.

Concernant le financement par les banques de développement, les participants devait apprendre à parler le langage de ces institutions financières comme à approfondir leurs connaissances en matière des textes les régissant. Aussi cette formation a-t-elle permis d'acquérir des aptitudes en matière de négociation avec les banques comme :

- la B.E.I : Banque Européenne d'Investissement
- la B.A.D : Banque Africaine de Développement .
- la B.I.R.D : Banque Internationale pour la Reconstruction et le Développement (Banque Mondiale)

b) <u>Les Contrats Internationaux</u>

La formation étant destinée à des Conseillers Juridiques, cette phase devait servir à se familiariser avec les contrats de fournitures, de services et de travaux tant au niveau de la négociation, de la rédaction que de la révision.

L'aspect pratique de toute cette formation était assurée par les exercices de simulation, les échanges entre participants et experts. Un certificat délivré à ceux qui ont suivi et participé activement aux cours devait sanctionner la fin de cette formation.

En conclusion, cette formation nous a permis d'approfondir ou d'acquérir des connaissances pratiques en matière

de rédaction, de révision et d'interprétation des contrats internationaux, de négociation quelle que soit la nature. A cet égard, la participation d'autres agents du Ministère à ces cours est souhaitable.

Marc SOMDA

SOMDA Marc
Ministère des Relations Extérieures
03 B.P. 7038-OUAGADOUGOU-03

OUAGADOUGOU, le 22 Février 1989

Chère Madame,

Conformément à vos souhaits, veuillez trouvez ci-joint, mon rapport de stage à l'I.D.L.I sur la pratique du Droit de Développement - ROME, 11 Septembre - 3 Décembre 1988.

Tout en vous souhaitant bonne réception de la présente, veuillez agréer Madame, l'expression de mes sincères remerciements. Puisse votre action bénéficier à d'autres en vue d'une acquisition des techniques de négociation et de rédaction juridique si nécessaires aux juristes des pays en voie de développement.

Sincèrement à vous.

Marc SOMDA

ANNEX R

International Development Law Institute

GUIDELINES FOR COURSE ASSISTANTS

A. Tasks In Preparation For A Course/Seminar

1. Collect the visiting instructor documents to be included in the handbook.

2. Draft/collect the visiting instructors' curriculum vitaes.

3. Prepare a list of the visiting instructors.

4. Draft the training/seminar objectives that are to be included in the handbook.

5. Draft a bibliography of the books and materials included in the mini-library.

6. Prepare the mini-library that goes in the training room.

7. Prepare labels for the participant's lockers in the training room

   a) use numbers (1-30) for the seminars;
   b) use the participants' names for the DLC.

8. Order the appropriate number of binders and dividers for the handbooks, pens, writing pads and exercise books.

9. Order marking pens for the board in the training room.

10. Using labels, number the pages of the documents and the visiting instructor outlines that are to be included in the handbook.

11. Prepare the handbooks:

    a) get the appropriate number of dividers;
    b) get the documents photocopied;
    c) have appropriate labels for the dividers;

d) prepare the following labels for the handbooks (use red tape for English language courses/seminars)

- Name/Course Manager
- Name/Course Assistant
- IBT-__E or DLC-__E plus the title of the course/seminar (2 labels for this - one for the Institute's main library and one for the Institute's training room)
- the appropriate number with the name of the participants
- appropriate number labelled "visiting instructor"
- UNIDROIT (include title of the seminar - this is only for the seminars)

e) general order of materials included in the handbook:

- Cover page with name, date and number of the course/seminar;
- Table of Contents
- Overview

  . seminar overview
  . seminar/course syllabus
  . seminar/training objectives
  . case study materials *

- Instructors

  . alphabetical list of visiting instructors
  . visiting instructors curriculum vitaes

- Presentation Materials

  behind each divider for each visiting instructor the following should be included:

  . the visiting instructor's outline of the presentation topic
  . documents submitted by the visiting instructor to be included in his/her section
  . other materials located by the institute that pertain to the topic

- Annex **

  . list of the reference materials in the mini-library
  . other materials that the Course Manager wants to include

* This is optional as every course/seminar may not have a case study.
** An annex is optional. Therefore, if an annex is not included, the list of the reference materials can be put in the "overview" section.

12. Make sure there is enough bottled water.

13. Update the work chart to keep track of what is needed from the visiting instructors, copies of the chart can be made from the document at TAB F of the Course Assistant's Handbook.

14. Collect any exercises that a visiting instructor may use, make the appropriate copies of each exercise and prepare a binder labeled "Class Exercises" to keep the exercises in.

15. Go to the library and collect magazines to put in the lounge (do not put out legal/academic journals)

16. Get participants' name cards from Silvia and put them in the plastic name card holders.

17. Put out the no-smoking and no-eating signs in the training room.

B. Daily Tasks During A Course/Seminar

1. Write down the training objectives for that day's session on the paper flip chart and put them up on the board in the training room.

2. Provide bottled water and cups for the visiting instructor.

3. Give the visiting instructor a Visiting Instructor Data Bank form to complete, if he or she is not a regular visiting instructor (the PLC's secretary will have this form; see also TAB H).

4. At the end of the day rearrange the participants' seating arrangement (check with Course Manager).

5. Erase the board at the end of the session.

6. Take photographs of the visiting instructors and the participants during class or coffee break.

7. Take notes on session.

8. Buy the International Herald Tribune and put it in the lounge (IDLI will reimburse you).

9. Turn off the lights in the training room during all coffee breaks, lunch breaks and at the end of the day.

10. Arrive at 08.30 a.m. each morning to let in the participants and the visitng instructors.

11. Check all training site facilities and report any damages and/or maintenance work needed.

C. **Weekly Tasks During A Course/Seminar**

1. Change the page of the syllabus that is on the board outside the training room.

2. Check marking pens for the board.

3. Check to see that there are enough cups for the water fountain.

4. Have 1-2 hours a week for library hours.

D. **Other Tasks To Be Performed During A Course/Seminar**

1. Pass out and collect the keys to the lockers (make sure the participants sign for their respective key, they are responsible for payment of a replacement).

2. Pass out and collect the Berlitz Italian books.

3. Give the draft thank you letters to the Program Legal Counsel for any additions.

4. Make sure that a final list of the participants (with their correct name and address) is prepared before the last day of the course/seminar (this will be handed out before participants leave).

5. Periodically change the magazines that are in the lounge.

6. Put out the visiting instructors name cards (use the plastic name card holders).

E. Tasks To Be Performed At The Conclusion Of A Course/Seminar

1. Prepare a handbook for the institute.

2. Clear up training room.

3. Return the keys to the lockers to Antonella.

4. Return the Berlitz books to Silvia.

5. Prepare the materials in the mini-library to be processed for inclusion in the main Library.

6. Prepare the Course Report

   - refer to the model course report for the proper structure of the report.
   - get the names of the individuals and the organizations to be included in the acknowledgment section.

7. For seminars, mail a draft of the relevant section to that visiting instructor for his/her comments.

8. Mail out the Course reports.

9. Deliver UNIDROIT's Seminar Handbook to Via Panisperna, 28 (this is only done for seminars).

To: All Course Managers
From: Administration
Date: 27/2/89

Course Reports

Donor Acknowledgements: 1989

1. The following donors should be mentioned in course reports for 1989:

Institutional Donors:
Canadian International Development Agency (CIDA)
Exxon Corporation
Government of Australia
Government of Italy
Government of the Netherlands
Swedish International Development Authority (SIDA)
United States Agency for International Development (USAID) - thru DLC-6E
World Bank

Program Support:
Government of Switzerland (IBT-11E and IBT-11F only)

Fellowship Support (only those relevant to the particular course)
Arab Fund for Economic and Social Development
Government of France
Government of Italy
Government of the Netherlands
John D. and Catherine T. MacArthur Foundation
Swedisn International Development Authority (SIDA)
United States Agency for International Development (USAID)

2. The "Acknowledgements / Remerciements" section and the List of Participants / Liste des Participants must be reviewed by Administration before the final course report draft is prepared. This additional step will ensure that any last minute changes in fellowship distribution have been noted and that donors relevant to the course have been acknowledged.

ANNEX S

NOTES ON THE DLC START-UP ACTIVITIES, ESPECIALLY EXERCISES TO INVOLVE THE PARTICIPANTS IN THE SETTING OF COURSE GOALS AND LEARNING OBJECTIVES

INTERNAL PLANNING DOCUMENT

COURSE MANAGERS NOTES

---

1. The following comments are keyed to the proposed start-up schedule. The comments are taken up in an order corresponding to the chronological sequence of start-up activities in that schedule.

2. "DAY 0" - THE DAY BEFORE THE COMMENCEMENT OF REGULAR COURSE ACTIVITIES

1. Participant Registration and Materials Distribution. This can be done at the participants' residence, eg at a desk in the hotel lobby, manned by IDLI staff.

2. Welcoming Ceremonies & Reception. A festive celebration is a nice way launch the course. Printed invitations for the participants (perhaps enclosed in any advance mailing) are appreciated as souvenirs. An Italian Government representative might be asked to give welcoming remarks. Ditto the Chairmain of IDLI if available. The IDLI Director can add his welcome and introduce his colleagues. The Course Manager can preview Day 1 activities. A group photo is a nice touch. The reception should include alcoholic and non-alcoholic beverages.

3. DAY 1 (All at Training Site)

3.1. Climate Setting (Making the Participants Comfortable)

Physical arrangements: seat participants in circle or oval if group no larger than 20+. Consider having a display board with poloroid snaps of participants, captioned with names, titles and countries, for getting acquainted facilitation.

IDLI Director or Course Manager can ask participants each to introduce themselves, giving same info as on display board. IDLI Staff present can follow giving own introductions.

IDLI Director can speak briefly (10-30 minutes) about IDLI genesis, philosophy and the principals' shared commitment.

Course Director can follow with talk of similar duration on the theme of IDLI's approach to participatory learning. Sample points might include distinguishing this training style from a directive, lecture style; rationale for the

appropriateness of the participatory style to this course--eg participants are practitioners, not students, and the instructors are facilitators, not professors; participants have a wealth of experience which participatory mode permits them to contribute: that experience is even more useful and apt for fellow participants than can be the insights of instructors, since it comes from a common context; the course is essentially a workshop for fine-tuning skills already practiced; since the course's purpose is enhancement of on the job performance, the participants ultimately be in charge of their own learning since they're the ones who are going to be performing on the job; the breadth of country and sector representation in the participant group necessitates some generalizing of content, but IDLI will strive for custom-tailoring individual attention. Because of that same diversity, all of us will want to strive to practice cross-cultural sensitivity. In sum, it's the sharing and exchange of expertise which is going to make the course successful. (NB WTL See "Learners Roles and Responsibilities" handout for some additional ideas about implications of participation.) Good place for Manager to call for participant comments and questions before first coffee break.

3.1 Participants' Expectations Exercise (1-1½) hours

(WTL see "Participants' Homes" handout for sample format.) Essence is to get participants to share their expectations about the course with each otherand with IDLI staff. Good ice-breakers and team-builder. Content is "why have you come? What do you expect to get out of course?" Use small groups (5-8 persons each) with rapporteurs. Ask each group to come up with max of 5 expectations, preferably those held by multiple members within the group. Record same on newsprint sheets, then each team reports to plenary thru its rapporteur, and sheets are pasted up. Manager then draws consensus into master list, taking opportunity to interact with participants to assure they agree with his synthesis. He then pastes up list/chart of course content/subjects prepared in advance by IDLI staff and matches the two sheets: consensus + staff advance. Matching presentation should emphasize, in chronological order, (a)congruence ie points of agreement between the two sheets (b a middle ground of points from team lists where less consensus and/or congruence but interesting possibilities nonetheless; (c) other points from team lists which won't be coveered in course (or which possibly can be addressed in individual counselling). Key here is to emphasize how much the participants' expectations have been anticipated and are likely to be met yet not to bluff or duck non-congruence. Don't promise more than you can deliver!

3.2. (After Lunch: Participant Needs Assessment Exercise)

Remember that this is an individual, confidential exercise. This confidentiality should be quietly stressed at the outset.

Steps: (1) Ask each participant to write down his/her main job functions (not title or responsibilities, but activities/tasks).

(2) Next compare same with distributed IDLI course functions and sample subjects chart.

(3) For those job functions congruent with IDLI course functions, the participant should self-assess his/her current competence on a provided sheet with a numerical scale of 1-7.

(4) Then he/she should prioritize those congruent functions in terms of importance (ie need/desire to strengthen skills).

(5) This sheet should then be used in a one-on-one interview with IDLI staff. Interview topics should include, helping IDLI more fully understand individual's training needs so course can be tailored accordingly; also seeing if there are ways IDLI can help individual strengthen skills in his functions outside those to be covered in the course-- eg putting him/her in touch with Rome resources, etc.

(6) Interviewer should photocopy the individual's sheet and take notes on it in the interview. (Keep front clean so a second copy can be redistributed to individual at end of course during evaluation exercises, so he/she can self assess degree of skill improvement.)

(7) Each interview to last 15-30 minutes with other participants interacting with IDLI administrative staff on housekeeping problems while waiting for interview turn.

(8) The purposes of this exercise include helping IDLI gain info vital for pitching instruction at right levels and emphasizing right functions/problems; helping individual participants to focus their learning priorities; helping them see the full range of functions lawyers can perform, compared with the narrower list the interviewer is performing and giving IDLI data for adjusting future course's content and/or participant selection procedures. (Keep this last within staff.)

Rarely do participants enter a learning program with a clear understanding of their roles and responsibilities. The traditional learner must often assume a passive posture in which he or she becomes a vessel waiting to be filled by the pitcher of knowledge. In sharp contrast, active learning assumes that, when given proper support and guideance, the student is fully capable of taking a significant responsibility for directing his or her own learning. Active learning encourages self-determination and self-reliability for securing, testing, and evaluating needed information and skills. Each participant is viewed as having a unique perspective and valuable resources that offer possible benefits for the learning experience. The willingness to question assumptions, share creative insights, note personal gains, and explore uncharted territory can all be of great benefit to the participant, group leader, and co-learners. In addition, you, as the participants, will be held accountable for several other specific actions. They include the following:

-- The willingness to express your needs and expectations
-- The willingness to ask questions when clarification is desired
-- The willingness to explore new options, perceptions, and assumptions
-- The willingness to receive constructive feedback
-- The willingness to be honest in sending feedback to others
-- The willingness to consider new experiences before passing judgement
-- The willingness to disagree when you feel disagreement is warranted
-- The willingness to extend yourself beyond habit and routine
-- The willingness to share resources when it is appropriate to do so
-- The willingness to make continued strides for improvement
-- The willingness to make responsible mistakes in the honest pursuit of learning
-- The willingness to display sensitivity to the needs of others

If you follow the aforemontioned guidelines, you will bolster the quality of your learning experience by maximizing the depth and and relevance of the information being shared. You will also increase your self-confidence as you realize that you have the power and the ability to meet your own needs, whatever they may be.

Legal Considerations in the planning of a development Project

Who?
Affected Parties

- Third Parties
  - ...e Victim (is a ...t privilege ...g diminished?)
- Contractors
  - Local/if not, foreign+local
  - if not (last resort) Foreign
- Government Administrations
- Financing Entities
- Owners
- Employers

How?
What means are to be used?

- Borrow/ Local/ International
- Use Local Resources
- Attract Foreign Investors
- New Laws/ Regulations
- Do own Work
- Set up State Enterprise or Unit
- Contract out

When?

- if legal planning done
- Implementation schedule which takes into account time required to handle legal problems
- If legal planning is not done

Typical time catere:

- Formal Procurement Procedures
- Obtaining permits
  - Exchange
  - Labour
  - Construction
- Purchase/Lease of land
- Preparation of
  - Bidding documents
  - Requests for Proposal
  - Contracts
- Purchase of equipment
- Preparation for negotiations

...t?
...t is ...e done

- Analyse the "story" → The final goal
- Compare with Implementation Plan
- catch words
  - Technical Assistance
  - Design
  - Transfer of Technology
  - Feasability/Prefeasability
  - Study
  - Lending
  - Import
  - Physical Modification or Addition
  - Study
  - Education/Training

Typical sources of norms and areas of substantive law commonly applicable to development projects

- Property laws
- Transport/Communications Laws & Regulations
- Contract Laws
- Tort laws (Civil Responsibility)
- Foreign Investment Laws and policies
- Customs Duties- import/export laws and Regulations
- Labour Laws
- Health Shipping/insurance Laws
- Regulations
- Environmental Laws and Regulations
- International Legal Obligations
- Public Procurement Laws and Regulations (local or donor agency)
- Religion
- Custom

Where?

- ...vinces
- Building Site
- Rural
- Urban
- Foreign Country

ANNEX T

ANNEX T

Development Lawyers Course
(DLC-4E)
March 8-May 30, 1987
Course Schedule Overview

Course Manager: William T. Loris
Course Assistant: Ms. Annick van Houtte Sabbatucci

Week				
1	ORIENTATION	ADVISING		
2	NEGOTIATING			
3	PLANNING	MONITORING	REVIEWING & REVISING	RESOLVING DISPUTES
4	DRAFTING			
5	PROJECT FINANCING - PUBLIC AND PRIVATE "RULES OF THE GAME"			
6	SIMULATED PROJECT FINANCING EXERCISE			
7	LAW AND DEVELOPMENT			
8	FOREIGN DIRECT INVESTMENT	TECHNICAL ASSISTANCE		
9	PROJECT PROCUREMENT COMMERCIAL PRACTICE			
10	DEVELOPMENT COOPERATION ORGANIZATIONS' PROCUREMENT GUIDELINES			
11	SIMULATED PROCUREMENT EXERCISE			
12	REVIEW, ACTION PLANNING, PREPARATION FOR RETURN			EVALUATION COURSE CLOSING

ANNEX U

ANNEX U

International Development Law Institute
Development Lawyers Course
THE FINAL WEEK: PREPARING TO RETURN HOME

CASE STUDY A

Mr. Mohamed returned to his Ministry after the Development Lawyers Course. He wanted to implement some new approaches to legislative drafting that he had conceived on the basis of his participation in the DLC. Among his new ideas, for example, were adopting a simplified drafting style that was less dependent on traditional British legal English and instituting weekly departmental "roundtables" to informally discuss drafting problems and solutions.

Upon his return, he learned that his supervisor had just left on a three-month mission without replacement. Mr. Mohamed had been relying upon his supervisor's support in introducing these new ideas because his supervisor had been the one to first suggest that Mr. Mohamed attend the DLC. In the absence of his supervisor, he tried to discuss these new ideas with his co-workers, but they showed a lack of interest and enthusiasm: He found a backlog of routine work prevented him from spending much time developing the new ideas on his own.

All in all, he found himself being drawn back into old, "normal" routines which now . ed inadequate. After one month back on the job, he was experiencing frustration and depression.

Questions:

1. How would you define and analyze Mr. Mohamed's problems?
2. What strategies would you suggest for dealing with those problems?
3. What skills from the DLC might be helpful here?

International Development Law Institute
Development Lawyers Course
THE FINAL WEEK: PREPARING TO RETURN HOME

CASE STUDY B

The first piece of paper that Ms. Anyatta found on her desk after three months at the DLC was a directive from her department head to be ready to leave on mission within a week's time. Her assignment would be to accompany the new Deputy Minister of Energy to Houston to negotiate a USAID-financed petroleum exploration agreement.

This pending trip came as an especially hard blow because her brothers and sisters have been expecting her to help share more of the burden of their father's declining health after her prolonged absence in Rome. She had been looking forward to spending time with her father after her return and had made that commitment to him and to the rest of the family. Now, she doesn't know how to justify to herself or to explain to them that she must leave the country again almost immediately.

Her department head says he appreciates her family problems, but he has decided she must go because this is what she has just been trained for at great expense to the government. Apart from her reservations because of her family concerns, Ms. Anyata is apprehensive about the adequacy of her professional qualifications for this assignment. She is aware that petroleum contracts were not discussed in depth at the DLC and that there will be no one with technical and financial skills on the mission to Houston. (The Deputy Minister is a recent political appointee.) She mentioned these professional concerns to her co-workers and is surprised to find that they are unsympathetic.

1. How would you define and analyze Ms. Anyatta's problems?
2. What strategies would you suggest for dealing with those problems?
3. What skills from the DLC might be helpful here?

International Development Law Institute
Development Lawyers Course
THE FINAL WEEK: PREPARING TO RETURN HOME

CASE STUDY C

When Mr. Shemtawa returned to his Ministry after the DLC, he was surprised to find Saidi Juma sitting in the department head's office. Mr. Juma, a mid-level officer of the same rank as Mr. Shemtawa, had been made acting head during Mr. Shemtawa's participation in the DLC.

As part of the same departmental reorganization, Mr. Shemtawa himself had been reassigned to a new section within the department. Mr. Shemtawa also learned that the department had just received a pressing request to review and help resolve a complex procurement dispute. Because of his experiences at the DLC, he very much wanted to work on this request. Instead, Mr. Juma assigned him to write a lengthy report on the DLC and to study all the departmental files for the three months that Mr. Shemtawa was in Rome.

Mr. Shemtawa asked spcifically to work on the procurement matter, but Mr. Juma replied that he considered it more important for Mr. Shemtawa to catch up on all that had been going on during his prolonged absence.

1. How would you define and analyze Mr. Shemtawa's problems?
2. What strategies would you suggest for dealing with those problems?
3. What skills from the DLC might be helpful here?

ANNEX V

SEMINAR OBJECTIVES

The objectives which follow are essentially a description of what is hoped that the participants will be able to do at the completion of the seminar. The formulation of the statement of objectives in terms of desired performance has at least two advantages. First, it provides the instructors with a precise statement of what the participant should be able to do (and, therefore, presumably "know") at the end of the learning sequence. It follows that the detailed planning which goes into a given learning sequence can be more accurately targeted if the instructor knows exactly what techniques and information he has to impart to enable the participants to achieve the desired performance. Second, it provides a means for the seminar participants to monitor their own progress.

The objectives for each part of the seminar as they were presented to the participants during the seminar are listed below:

I. **Subject: Contracts and Shipping Terms for the International Sale of Goods**

Visiting Instructor: Mr. Walter G. Coppenrath, Jr.

Objective: By the end of this part of the seminar the participants should be able to:

a) identify the nature and duration of transportation risks for their respective clients in any given purchase and sale contracts; and

b) identify the various contractual and shipping terms useful for reducing the risks so identified.

II. **Subject: Carriage of Goods by Sea under Bills of Lading**

Visiting Instructor: Professor William Tetley, Q.C.

Objective: By the end of this part of the seminar the participants should be able to:

a) identify the principal conventions establishing the legal regime of the international carriage of goods by sea and for each way describe their scope of application;

b) give an opinion on whether Hague/Visby or Hamburg rules best regulates a given list of problems;

c) develop a position for a given "interest group" on why (Tashmar should maintain the law of carriage by sea it presently has or should adopt the Hague Rules of 1924 or the Hague/Visby Rules of 1968 or the Hague/Visby Rules 1968 and 1979 Protocol or the Hamburg Rules of 1978;

d) describe the characteristics and types of bills of lading;

e) describe what makes up the contract for carriage of goods by sea;

f) give six principles for interpretation of contracts for carriage of goods by sea;

g) describe the application of the Hague Rules and the Hamburg Rules to bills of lading and waybills;

h) identify the most important clauses in a given conline bill and a given waybill; and

i) advise an owner of cargo on his chances of recovery for cargo shipped under a bill of lading and damaged by storm during a geographic deviation.

III. **Subject: Adoption of the Hamburg Rules**

Visiting Instructor: Mr. Stephen R. Katz

Objective: By the end of this part of the seminar the participants should be able to:

a) identify the most important changes in the legal regime relating to the carriage of goods by sea reflected in the Hamburg Rules;

b) identify (six) of the most influential "interest groups" which have taken positions with respect to the adoption of the rules;

c) give the position taken by each interest group; and

d) give probable reasons why each interest group has taken the position it has.

IV. **Subject: Legal and Practical Aspects of Multimodal Transport**

Visiting Instructor: Mr. Michele De Meo

Objective: By the end of this part of the seminar the participants should be able to:

a) provide a definition of multimodal transportation;

b) identify and describe a typical contract of multimodal transport; and

c) identify and discuss the characteristics of bills of lading for multimodal transport.

V. **Subject: Maritime Liens and Claims against Ship and Cargo**

Visiting Instructor: Dr. Fola Sasegbon

Objective: By the end of this part of the seminar the participants should be able to:

a) identify and describe the main characteristics of the various types of liens and claims;

b) distinguish these various liens and claims from other types of admiralty liens;

c) identify the most comonly accepted means of establishing ranking and priority of claims and describe the most common means for the extension of claims; and

d) describe the various methods and procedures for the enforcement of claims and liens against ship and cargo.

VI. **Subject: Charter Parties**

Visiting Instructor: Mr. Richard Shaw

Objective: By the end of this part of the seminar the participants should be able to:

a) list the distinguishing features and obligations of the owner and charterers in each of the following:

1. a voyage charter;

3. a trip charter; and
4. a bareboat charter.

b) draft a checklist for reviewing a given type of charter arrangement.

VII. **Subject: Maritime Insurance and Cargo Claims**

Visiting Instructor: Mr. Paul Marks

Objective: By the end of this part of the seminar the participants should be able to:

a) identify the primary providers of cargo insurance;

b) identify the advantages and disadvantages associated with obtaining cargo insurance from a broker and from an insurer;

c) identify the crucial factors that should be considered when purchasing cargo insurance; and

d) list the procedures for submitting a cargo loss or damage claim.

VIII. **Subject: Practical aspects of managing the costs and risks of purchasing, shipping and insuring cargo to and from developing countries.**

Visiting Instructors: Mr. Paolo Pinto, Mr. Peter French and Mr. Anthony Dowell

Objective: By the end of this part of the seminar the participants should be able to:

identify ten features of the World Food Programme's management of the costs and risks of purchasing, shipping and insuring cargo which approach may be useful in the participant's own work.

SEMINAR OBJECTIVES

These objectives provide a description of what is hoped that the participants will be able to do at the conclusion of each part of the seminar. The formulation of the statement of objectives in terms of desired performance has at least two advantages. First, it provides the instructors with a precise statement of what the participant should be able to do (and, therefore, presumably "know") at the end of the learning sequence. It follows that the detailed planning which goes into a given learning sequence can be more accurately targeted if the instructor knows exactly what techniques and information he has to impart to enable the participants to achieve the desired performance. Second, it provides a means for the seminar participants to monitor their own progress.

The objectives for each part of the seminar are listed below:

I. **Subject:** Introduction: Foreign Investment Climate

Visiting Instructor: Dean Jeswald W. Salacuse

Objective: By the end of this part of the seminar the participants should be able to:

a) identify the primary elements determining the investment climate;
b) identify and discuss the various risks and rewards to developing countries from foreign investment; and
c) identify and discuss the risks and rewards to foreign investors from foreign investment.

II. **Subject:** National Legislation for Promotion of Investment

Visiting Instructor: Dean Jeswald W. Salacuse

Objective: By the end of this part of the seminar the participants should be able to:

a) identify and list the principal roles played by foreign investment legislation;
b) give a definition of "desired investment";
c) list the advantages and guarantees granted to approved investments;
d) identify and describe the various controls and restrictions imposed on foreign investment;
e) describe the administration of investment legislation; and
f) identify at least five aspects of bilateral investment treaties.

III. **Subject**: Bilateral Investment Treaties (BITs)

Visiting Instructor: Dean Jeswald W. Salacuse

Objective: By the end of this part of the seminar the participants should be able to:

a) identify at least five aspects of bilateral investment treaties;
b) list major points and discuss about protected risks, eligibility and claims under bilateral investment insurance schemes.

IV. **Subject**: Bilateral Investment Protection Treaties

Visiting Instructor: Professor T. Modibo Ocran

Objective: By the end of this part of the seminar the participants should be able to:

a) identify the inadequacies of the customary principles of investment protection;
b) discuss the role of bilateral investment protection treaties;
c) identify the various forms of bilateral investment protection treaties; and
d) negotiate on and draft major issues in a bilateral investment treaties.

V. **Subject**: Bilateral Investment Insurance Schemes

Visiting Instructor: Professor T. Modibo Ocran

Objective: By the end of this part of the seminar the participants should be able to:

a) discuss the role of insurance schemes in the promotion and protection of foreign investment;
b) list the key areas of coverage of a bilateral investment insurance agreement;
c) describe National Agency Compensation arrangements; and
d) negotiate on claims dispute between host country and home country of an injured foreign investor.

VI. **Subject:** Multilateral Investment Protection Schemes: MIGA

Visiting Instructor: Professor T. Modibo Ocran

Objective: By the end of this part of the seminar the participants should be able to:

a) discuss the role of multilateral arrangements in investment protection;
b) describe the operational struture of MIGA;
c) describe the scope of protection under the MIGA Convention; and
d) describe the MIGA arrangements for compensation.

VII. **Subject:** Multilateral Codes of Conduct

Visiting Instructor: Professor T. Modibo Ocran

Objective: By the end of this part of the seminar the participants should be able to:

a) discuss the primary purpose of the Multilateral Codes of Conduct; and
b) identify the principle Multilateral codes of conduct.

VIII. **Subject:** Types of Investment

Visiting Instructor: Professor T. Modibo Ocràn

Objective: By the end of this part of the s inar the participants should be able to:

a) identify and describe the various types of investment;
b) identify the factors determining the choice of investment strategy of the foreign investor; and
c) identify the factors affecting the host states choice of investment strategy.

IX. **Subject:** The Joint Venture

Visiting Instructor: Mr. James B. Hurlock

Objective: By the end of this part of the seminar the participants should be able to:

a) define the term "joint venture";
b) list the major components of a joint venture;
c) identify at least ten advantages of joint ventures;
d) identify the disadvantages of joint ventures;
e) discuss the key components of the legal framework of joint ventures;
f) identify the types of laws that encourage foreign investment;
g) identify the types of laws that control or limit foreign investment; and
h) identify key features for drafting a good joint venture agreement.

X. **Subject:** Legal Status, Repatriation of Profits and Financing

Visiting Instructor: Mr. Gianni Manca

Objective: By the end of this part of the seminar the participants should be able to:

a) list the differences between joint ventures that are established as limited liability companies and that have acquired legal status by Joint Venture Contracts;
b) list legal guarantees of a host-country on the most frequent problems encountered in repatriating profits; and
c) identify the ways of financing a joint venture.

XI. **Subject:** The Joint Venture

Visiting Instructor: Mr. Sun Wenqi; Mr. Niccolò De Luigi

Objective: By the end of this part of the seminar the participants should be able to:

a) list basis for selecting industries for joint venture investment;
b) list four procedures for establishing joint ventures;
c) describe forms of joint venture and ways of determining the financial structure;

d) describe ways of setting up the management; and
e) list points of consideration for negotiating technology transfer;

XII. **Subject:** The Joint Venture: Labor Issues and Tax Considerations

Visiting Instructor: Mr. Sun Wenqi

Objective: By the end of this part of the seminar the participants should be able to:

a) describe points of negotiation for income tax and other state revenue and accounting systems;
b) state five points of considerations for controlling foreign exchange; and
c) list points of negotiation on labour issues.

XIII. **Subject:** The Joint Venture: Dispute Resolution

Visiting Instructors: Mr. Sun Wenqi; Mr. Nedim P. Vogt

Objective: By the end of this part of the seminar the participants should be able to:

a) list methods of dispute resolution; and
b) describe application of international conventions on arbitration to dispute arising out of a joint venture agreement.

ANNEX W

SEMINAR OBJECTIVES

Since the emergence of the debt crisis in 1982, it has been the task of many developing countries to create negotiating teams and to seek professional legal and commercial advice for the purpose of rescheduling debts owed to commercial banks and official creditors.

The legal work associated with debt negotiations and management (an environment already complicated by difficult domestic and international issues) is itself, highly technical. The rescheduling agreement is a complex document typically including clauses concerning applicable law and jurisdiction, waiver of immunity, negative pledge, disclosure requirements, obligations as to the administration of the foreign reserves of the state and events of default. Management fees and other expenses also make the cost of carrying out a debt restructuring extremely costly.

The object of this seminar is to analyse negotiating strategies for debt negotiations and to provide practical training in the legal and administrative skills demanded by the rescheduling process and debt management. Consideration will be given throughout to new techniques and alternative courses of action. The aim is to provide developing countries with an opportunity to build from among their own professionals, a strong and efficient team of legal advisors and negotiators.

The participants are developing country lawyers responsible for debt rescheduling and debt management in their capacities as legal advisors to government ministries, central banks or in private practice. They come from countries with contrasting debt situations; it is hoped that each participant will find reflections of his/her country's situation in the topics covered by the syllabus and be able to learn from the experience of others, whether instructor or fellow participant.

Between them, the visiting instructors have worked on debt issues in a wide variety of developing countries, as representatives of borrowers, lenders or international institutions. Each one offers a background in international law or finance and in some cases, both.

The training at this seminar will involve participants actively in drafting, advising and negotiating exercises and the atmosphere is frank and informal. Each participant comes with his/her own professional background and experience, as do the instructors, and it is hoped that these two weeks will be mutually valuable and enjoyable.

IDLI

The Legal Aspects of International Debt Rescheduling

12-25 January 1986

Technical Coordinator: Lee Buchheit(Attorney);Cleary, Gottlieb, Steen & Hamilton; New York
Seminar Manager: Hilary Lewis Ruttley; Fellow, IDLI

Monday	Tuesday	Wednesday	Thursday	Friday
January 13	January 14	January 15	January 16	January 17
Introduction to the Process of Sovereign Debt Restructuring	The Role of the IMF	Borrower's Negotiating Positions and Strategies	The Term Sheet and Commitment Stage	Treatment of Different Classes of Creditors
Lee Buchheit	William Holder	Luis Catan	Anthony Mauger	Anthony Mauger
January 20	January 21	January 22	January 23	January 24
Legal Issues Part I	Legal Issues Part II	Legal Issues Part III	Legal Issues Part IV	Dealing with the Domestic Consequences of a Debt Restructuring
Mark Walker	Mark Walker	Philip Wood	Philip Wood	David Suratgar

INTERNATIONAL DEVELOPMENT LAW INSTITUTE

Legal Aspects of International Debt Rescheduling

Rome
January 12-25, 1986

SYLLABUS

Day of Seminar
1 (January 13)

Visiting Instructor
Lee C. Buchheit (Attorney); Cleary, Gottlieb, Steen and Hamilton, New York)

Topic
Introduction to the Process of Sovereign Debt Restructuring (To cover: brief historical background; treatment of different classes of creditors; role of the IMF; significance of official (bi-lateral) credits; "new money" requirements; multi-year restructurings; the negotiation process, conventional restructuring v. desposit facilities; documentation alternatives; acceptance by the creditor group; implementation of the restructuring, re-restructuring)

Day of Seminar
2 (January 14)

Visiting Instructor
William Holder (Assistant General Counsel), IMF

Topic
The Role of the IMF (To cover: the background to the IMF and IBRD; the arrangements under which members may borrow from the Fund (including stand-by arrangements and extended fund arrangements); the notion of IMF conditionality; the role of the IMF as the "master of ceremonies" in recent restructurings; the negotiation process between the country and the Fund; the significance of annual Article IV consultations; the Fund's view of the so-called "enhanced" article IV consultations.

Day of Seminar
3 (January 15)

Visiting Instructor
Luis Catan
Ministry of Finance, Mexico

Topic
Borrower's Preparatory Activities (To cover: the warning signs of a debt crisis; analyzing the country's external debt position, defining the category of "restructurable debt" and determining new money requirements; approaching creditors; selection of advisory or

steering committees; role of special New York or English counsel; threshold legal issues for the Borrower; managing the cost of restructuring)

Negotiating Positions and Strategies (To cover: Borrower's negotiating position; effect of political factors; treatment of principal/interest arrearages; venue and format for negotiations; Borrower's internal approval process; lenders' negotiating position; the effect of banking practices and market conventions)

Day of Seminar	Visiting Instructor
4 (January 16)	Anthony Mauger (Regional Manager) Standard Chartered Bank, London

Topic

The Term Sheet and Commitment Stage (To cover: new money, restructuring, trade facility, interbank placement facility components, concerns of commercial bank creditors; negotiation of categories of "excluded debt"; business issues such as tenor/grace periods, spreads, fees; defining the restructuring "window"; the process of obtaining commitments; dealing with "hold-out" banks; the role of interested government/regulatory authorities; the structure of syndicated facilities; role of advisory committee, agent, servicing bank)

Day of Seminar	Visiting Instructor
5 (January 17)	Anthony Mauger (Regional Manager) Standard Chartered Bank, London

Topic

Treatment of Different Classes of Creditors (To cover: approaches to commercial banks; trade/supplier creditors; holders of publicly-issued debt instruments; bi-lateral (Paris Club) and multi-lateral creditors; co-financing issues; relationship of the IMF to the restructuring process; role of investment advisors to the Borrower)

Day of Seminar	Visiting Instructor
6 (January 20)	Mark Walker (Attorney) Cleary, Gottlieb, Steen and Hamilton, New York

Topic

Legal Issues: part I (To cover: threshold isses; identifying the "borrower" and any guarantor; definitional issues; commitment availability issues; representations, warranties and covenants; interest/overdue interest; yield protection; currency selection; conditions precedent)

Day of Seminar
7 (January 21)

Visiting Instructor
Mark Walker (Attorney, Cleary, Gottlieb, Steen and Hamilton, New York

Topic
Legal Issues: part II (To cover: sharing clauses; negative pledge; pari passu clauses; mandatory/optional pre-payment; reporting requirements)

Day of Seminar
8 (January 22)

Visiting Instructor
Philip Wood (Solicitor)
Allen and Overy, London

Topic
Legal Issues: part III (To cover: events of default; sovereign immunity/submission to jurisdiction; guaranty questions; assignment/participations; governing law)

Day of Seminar
9 (January 23)

Visiting Instructor
Philip Wood (Solicitor)
Allen and Overy, London

Topic
Legal issues: part IV (To cover: creditor remedies; litigation options; set-off; pre-judgment attachment and other interim conservatory measures; bank regulatory issues)

Day of Seminar
10 (January 24) morning

Visiting Instructor
David Suratgar (Director)
Morgan Grenfell, London

Topic
Dealing with the Domestic Consequences of a Debt Restructuring (To cover: mechanisms to support private sector borrowers (forward foreign exchange cover programs); treatment of private financial sector; negotiating with the IMF on the terms of a stabilisation program that minimizes economic disruption and political instability; changes in domestic law necessary to implement a restructuring)

Alternatives to Conventional Restructuring (To cover: proposals for capitalizing interest; insurance of commercial bank exposure; exchanging debt for equity; issuance of public debt instruments with the guaranty of a multi-lateral institution or supported by syndicated commercial bank letter of credit; other innovations to deal with all or part of a sovereign debt problem)

ANNEX X

ANNEX X

International
Development Law
Institute

March 3, 1989

Dean N.J.O. Liverpool
Project Director
Caribbean Justice Improvement Project
The University of the West Indies
Cave Hill Campus
P.O. Box 64
Bridgetown, Barbados
The West Indies

By DHL Courier

Dear Dr. Liverpool:

It was terrific working with you and the CJIP Team on our diagnosotic visit. I have given all of my tapes and notes for typing and expect that I will soon have all of my correspondence and memos in final. I will send copies along to you. In the meantime, please find enclosed some of the key correspondence with CDB, IDB and USAID.

Enclosed are four key letters on the workshop which follow up on my meetings. I have handled Michael Davies and Gordon Jaynes by telephone. Michael Davies has confirmed and Gordon Jaynes is enthusiastic but needs to get out of another committment. He should be back to me any time now. So it looks like everything is on track.

Mr. Ferraro is sending along to you the Memorandum of Understanding on the Workshop.

Warm regards to you and the CJIP staff. I look forward to hearing from you on how the recruitment and other matters are progressing.

Sincerely,

William T. Loris
Senior Program Legal Counsel

enc.

261

International
Development Law
Institute

February 24, 1989

Mr. Daniel B. Robinson
Representative
Inter-American Development Bank
Maple Manor,
Hastings
P.O. Box 402
Christ Church
Barbados
West Indies

By DHL Courier

Dear Mr. Robinson:

It was a pleasure meeting you on my recent trip to Barbados in connection with the Caribbean Justice Improvement Project (CJIP). As you will recall from our conversation, the International Development Law Institute (IDLI) has been asked by the CJIP to organize a Training Workshop on International Project Financing and Contracting to take place in Barbados from June 4-17 of this year. I would like to take this opportunity to provide you with further details and to confirm my request to you that the IDB provide one or more representatives as trainers in the Workshop.

The idea for the Workshop was first developed by Dr. Nicholas Liverpool the Director of the CJIP. IDLI has been asked to lend its assistance as part of its field workshop program which is described in the enclosed 1987 Annual Report and 1989 Training Program. The Workshop will be financed by the United Stated Agency for International Development (USAID) from funds made available to the CJIP.

The details of coverage were developed on the basis of a survey and needs assessment mission which Dr. Liverpool and I conducted on a multi-stop visit to the Caribbean Region just before you and I met. On the basis of our mission the attached program and draft training objectives were developed. Both the program and the objectives will be refined in future discussions with the various instructors.

The first week's curriculum includes negotiation training, which I will conduct myself, and a detailed analysis of the loan and project financing documentation of three sources of financing; the Caribbean Development

Bank (CDB); USAID and commercial banks. In a series of small group briefings and through a major one-day simulated negotiation exercise, three instructors will "walk" the participants through each provision of the three respective sets of loan documentation.

On the basis of the findings of our mission we have allocated the remaining four days of the Workshop (June 13, 14, 15, and 16) to construction contracts. We will also include some treatment of contrating for related engineering services. The four days will include presentations, case studies, simulated negotiations and contract review sessions. I have invited an experienced international construction contract lawyer, Mr. Gordon Jaynes, to lead these discussions. Mr. Jaynes is a London-based partner in the international law firm of Whitman and Ransom. He advises both contractors and owners throughout the world.

We believe that it would extremely valuable to have one or two representatives from the IDB join the Workshop as instructors during the four days dealing with construction contracts. While details will have to be worked out with the individuals eventually identified for the assignment, the idea would be for the IDB Representatives to intervene at various points during this learning sequence to explain the Guidelines for Procurement under IDB Loans ("Guidelines") and other aspects of IDB procedures and practices which affect contracting for construction services and contract implementation. From our point of view, it would be valuable to have the representatives available throughout the four days. If this were possible we would be able to design a program which would integrate them into the exercises and other course activities. If a lesser time would be available we would design our curriculum to take this into account.

The nature of the interventions, as I have described above, would depend upon the time that the instructors are available. However, there would certainly be an opportunity to fully present the Guidelines and to explain how they compare to the approaches of other development cooperation organizations such as the World Bank. We would also be able to study, for example, documents relating to advertisments for invitations to bid, prequalification questionnaires, a sample set of instructions to bidders and other documents which the IDB advisors feel would be important to illustrate the IDB role in the procurement process.

In addition to the documentation which the IDB representatives may wish to provide relating to the items described in the proceeding paragraph, it would be most helpful if the IDB could supply to each of the participants the Guidelines, copies of the IDB/World Bank/Sample Bidding Documents for Procurement of Works, Annex B of the Standard IDB Loan Agreement (which I understand describes the IDB procurement process) and a general publication on the IDB itself such as the latest edition of "Basic Facts". Approximately thirty copies of each of these documents would be required for the twenty-five participants, the CJIP and the other instructors and course leaders.

I am pleased to report that I had an opportunity to meet with Mr. Manuel Marino in Washington and thank you for arranging that meeting. He breifed me on the IDB procurement process and provided me copies of several procurement-related documents. He was extremely interested in the Workshop and mentioned the possibility that he and perhaps one of the IDB engineers based in the Barbados might be able to participate. From my point of view this will be an extremely interesting and effective combination. If this arrangement were to be worked out I would follow up with Mr. Marino and the other person on the details.

Finally, I would like to confirm the request I made in our meeting that IDB meet the costs of making its staff members available to the Workshop. IDLI's experience in its Rome-based programs is that development cooperation organizations who make available instructors for training programs related to their purposes consider such activities to be part of their normal work. We are hopeful that this will be the case in this instance.

I would appreciate your early advice as to whether IDB will be able to participate in the Workshop as described above. In the meantime, I thank you again for taking the time to meet with me, for arranging my meeting in Washington and for you kind consideration of this request.

Sincerely,

William T. Loris

William T. Loris
Senior Program Legal Counsel

cc: Dean N.J.O. Liverpool
Director
UWI/CJIP, Bridgetown

264

IDLI

International
Development Law
Institute

February 24, 1989

Mr. Rodney Johnson
Legal Advisor
U.S. Agency for International Development
P.O. Box 302
Bridgetown, Barbados
West Indies

By DHL Courier

Dear Rodney:

It was great seeing you on my recent trip to Barbados. I would like to thank you and your mother for the lovely dinner at your home. I look forward to seeing both of you again next June.

I would like to confirm the main points of our conversation on the CJIP Training Workshop on International Project Financing and Contracting. I would also like to confirm our invitation to you to serve as an instructor in that Workshop on June 7, 8, 9 and 12 on the subject of USAID Project Financing. The Workshop will take place at the UWI Law Faculty.

I believe that Dr. Liverpool would have already sent you a copy of the two-week program. Twenty five - twenty six lawyers or university graduates doing quasi legal work related to the Workshop will attend. Just to review, the first week will being with two days on negotiation techniques. I will handle that part of the training. The next three days will feature presentations by you, Rudolf Muir, one of the Legal Advisors at the Caribbean Development Bank (CDB) and Michael Davies, a British solicitor, who will introduce the participants to the concepts and documentation of commercial bank financing.

The training format will be the same as that we use in the Development Lawyers Course. On each of the three days of "briefings", you will meet with a separate group of six to eight participants. Using this format you will have each group for six training hours. You will have the opportunity to introduce them to USAID and "walk" them through AID grant and loan agreements and any other areas you feel are pertinent to negotiating a project agreement with AID. You will probably want to make reference to certain aspects of regulations or legislation which find themselves transmitted into the agreement. The idea is to give the participants the feeling for the general structure of the agreement, its

different parts, the functioning of various types of clauses (eg. conditions precedents, covenants, the project description, etc.) and to give them some guidance on what can and cannot be negotiated. Using this format you will give the same presentation three times; once to each group. If experience is any guide, each presentation will emphasize somewhat different points and will cover somewhat different ground. This will depend on the questions posed by the participants. This is the advantage of the small group approach because it ends up being more like and extended dialogue and exchange on the agreements themselves. Lectures and straight presentations are thereby avoided. Indeed, in the small group setting the instructors normally are inhibited from making formal presentations. This is all to the benefit of learning experience.

I have drawn up a set of training objectives which are basically a statement of what we would like to see the participants be able to do by the end of the sequence on project financing. You will find them annexed to the attached program. If you wish to vary the objectives somewhat please feel free to do so. I would only ask that you communicate your ideas to me so that I can share them with the other two instructors.

I will need to get from you a copy of at least one grant agreement and one loan agreement to photocopy and include in the Workshop Handbook which I am preparing here in Rome. Also, I would like to obtain from you a brief two-three page outline of the points you intend to cover and a bio-data statement drafted in terms relevant to the subject of your intervention. I have enclosed, for your information, a copy of the bio-data statement we will use for Michael Davies. The format and content are good models.

I will need the agreements, you outline, and the bio-data statement by mid-April in order that we can begin printing up the Workshop Handbook. If you have any other documents which you believe would be helpful to include in the Handbook please send them along to me. You may also wish to distribute some kind of pre-printed material on AID or the Mission. In that case, you could hold onto those copies and merely bring them to the Workshop for distribution.

I obtained two project papers from the engineers at the AID Mission: the Cumberland Hydro-Electric Project and the Santa Lucia Thermal Power Project. At this point I am leaning towards the Cumberland Project as our case study as Michael Davies advises me that this kind of project could also be financed by commercial banks as long as a Government guarantee could be issued. I will be converting that project into a modified type of project paper for a hypothetical country. I will send it to you as soon as possible. You and the other visiting instructors

can then begin drafting your loan agreements based on the project. On Monday, June 12 you will negotiate your agreement with one of the three participant groups. The other two groups will be negotiating either with the CDB or the "commercial banker". We will give the project paper and the draft agreements to the participants on Saturday, June 10. This will give them the weekend to prepare for the negotiation. At the end of the session on June 12 we will meet back in plenary session to discuss the results of the negotiation and the prior week's work.

I would appreciate confirmation that you will be able to participate in the Workshop as described above. I look forward to receiving that confirmation and to receiving the documents for inclusion in the Handbook.

In the meantime, please accept my best regards and appreciation for your contribution.

Sincerely,

Bill

William T. Loris
Senior Program Legal Counsel

cc: Jean N.J.O. Liverpool
Project Director
CJIP

February 24, 1989

International
Development Law
Institute

Mr. Rudolph E.I. Muir
Legal Counsel
Caribbean Development Bank
P.O. Box 408
Wildey, St. Michael
Barbados
West Indies

By DHL Courier

Dear Mr. Muir:

I appreciated having the opportunity to meet with you during my recent trip to Barbados and was delighted at your interest in serving as an instructor in the CJIP Workshop in June. I have written a letter to Mr. Maynard to formalize our invitation and hope that everything will work out in this regard.

I would like to confirm some of the important points we discussed in our meeting. Assuming that your participation can be officially confirmed, you would serve as an instructor in the Workshops on June 7, 8, 9 and 12. This will involve a committment of most of your working day as the workshop will being at 09.00 a.m. and finish at 5.00 p.m.. The Workshop will be held at the UWI law faculty.

On June 7, 8 and 9 the participants will be broken up into three roughly equal groups of 6-8 persons each. Each group will be assigned to a different instructor. You would represent the CDB. Mr. Michael Davies, a British solicitor with the London firm of Fox and Gibbons will introduce international commercial loan documentation. Mr. Rodney Johnson, the USAID Regional Legal Advisor in Barbados, will represent USAID. Each group will be able to remain with each of the instructors for one whole day of instruction (six hours). During that time each instructor will give some general background on his organization and will then "walk" the participants through the various provisions of the loan agreement and related documents. During these briefings the participants would be encouraged to ask questions, seek clarifications and give opinions as the discussions proceed. They should be encouraged to establish an informal working atmosphere and to treat the sessions as an extended exchange of views. The delivery of a paper or an extended presentation will, under this approach, not be necessary or desireable. Under this scenario you will be giving your briefing three times; once to each group.

I have enclosed a copy of the two-week Program as it was worked out with Dr. Liverpool. Attached to the Program you will find set of training objectives for each of the learning sequences. In order to confirm for yourself that the participants have met the objectives you may wish to integrate question and answer sessions or short case studies into the briefing sessions. The idea is to get the participants to work with the concepts and documents as they go along in order to help them internalize the subject matter. For instance, where the objective is to explain the difference between a condition precedent and a covenant you might simply ask that question and hear whether the participants can actually explain the difference. By the end of the day with you the participants should feel comfortable with the loan agreement and related documents.

I plan to include in the Handbook all of the documents your provided me including:

1. Schedule I - General Provisions Applicable to Public Sector Loan Agreements with an Executing Agency, dated April 11, 1985;

2. Schedule II - General Provisions Applicable to Grant Agreements, dated April 11, 1985; and

3. General Provisions Applicable to Public Sector Guarantee Agreements, dated April 11, 1985.

As I mentioned in our meeting, it would be most helpful if we could also include an actual loan agreement, perhaps with the names blanked out. The advantage of having such a document would be that you would be able to look at examples of conditions precedent, special conditions and items relating directly to a certain project to show how they are drafted and negotiated.

In preparing for your presentation I would request that you draw up and send to me an outline of the points which you will be covering. The outline would be reproduced here in Rome and included in the Workshop Handbook along with the other materials. The only other document I would need from you is a brief bio-data statement about yourself. I have enclosed as a sample the statement which we will use for Michael Davies the format and content are a good model. I will need these documents by April 15, the date upon which we plan to begin reproduction of the Handbook.

You will probably also want to distribute to the participants copies of the Bank's Statute and some general information on the Bank. If possible, you could bring these along with you to the training site or provide them ahead of time to Dr. Liverpool.

After our meeting I met with several people at USAID. The USAID engineers gave me two other project documents; one for a hydro-electric facility and another for a thermal power plant. I am now reviewing the document that you gave me and the other two documents to determine which of these would be best for our case study. I will want to find a project that would be acceptable to financing in the real world by CDB, USAID and commercial banks. I will be making that decision in the near future and as soon as possible will forward you the project background documents so that you will have plenty of time to prepare the draft loan agreement which will be the basis for the simulated negotiation.

We will be providing the project backgrouund documents and the draft loan agreement to the participants on Saturday, June 10. The negotiation will take place on Monday, beginning at 09.00. You will be negotiating the CDB agreement with one of the three groups. In the final review session on June 12 participants will receive copies of all three draft agreements in order that they may be compared. Therefore, we will need approximately 30 copies of the first draft of ADB Agreement. It would be most helpful if you could have the copies made there so that I do not have to transport them all the way from Rome.

I hope these comments will be helpful to you in your preparation. Once you have had an opportunity to consider them I would appreciate any suggestions you may have for improvements. I look forward to receiving Mr. Maynard's confirmation of your availability to participate and to receiving your outline, bio-data statement and any other materials you think we should reproduce and include in the Workshop Handbook. In the meantime, please accept my sincere thanks for your willingness to participate in the Workshop. I am confident that with your help it will be a great success.

Sincerely,

William T. Loris

William T. Loris
Senior Program Legal Counsel

cc: Dean N.J.O. Liverpool
Project Director
CUIP

MEMCON

WTL conversation on February 13, 1989 with **Mr. Rudolf E.A. Muir**, Legal Counsel, Caribbean Development Bank, P.O. Box 408, Wildey, St. Michael, Barbados W1, The West Indies, Tel: (809) 4261152, Tlx: 2287, Fax: (809) 4267269.

I met with Rudolf (otherwise known as Rudi) to explain the CJIP Workshop and to see if he would be suitable as a visiting instructor. Arnold Cruickshank, FAO in Rome, had recommended him. I felt that he indeed would be extremely good as a visiting instructor. He agreed to my invitation, subject to approval by the General Counsel. We went over the methodology and he understood the small group briefings approach. He then gave me a set of loan documents and a project paper for a sewage project which we might use for our case study. We also discussed what items would have to be included in the Course Handbook. He hesitated to give me a real loan agreement, even. He blanked out, but he said he would check on that.

Comment: Mr. Muir is an extremely lively person with a good sense of humour. He is extremely interested in this kind of training and sees his own future outside of the Caribbean Development Bank in something which allows him to combine his experience with his interest in training and these kinds of things. He will, therefore, be able to a good resource for the CJIP and IDLI in the future.

We then left Muir's office and went to visit the Assistant General Counsel, **Mr. Ivor Wilkinson** and the General Counsel, **Mr. Arthur Maynard.** I introduced them to the program and said that we would like to have Mr. Muir as our visiting instructor. They said that that was alright but that I should write a letter for the record. Mr. Wilkinson knew Gilles Blanchi from the ITC Seminar in Geneva and ask that I give Gilles his best regards.

TRIP REPORT

CARIBBEAN JUSTICE IMPROVEMENT PROJECT
Jamaica, Trinidad, St. Lucia, Barbados
February 5 -15, 1989

by

WILLIAM T. LORIS

Senior Program Legal Counsel
International Development Law
Institute (IDLI)

Design Approach

The CJIP Project Director, Dr. Liverpool and I conducted an intensive fact gathering needs assessment and design exercise relating to the subject workshop from February 5 -15, 1989. Mr. Dennis Darby the USAID Project Manager accompanied us and facilitated our visit to Jamaica. Visits were made to Jamaica, Trinidad and Tobago, St. Lucia and Barbados. On each location meetings were held with organisations and individuals likely to be interested in the workshop. The purpose of these meetings was to (1) introduce the general topic of the workshop; (2) learn about the types of project financing and contracting transactions being undertaken and determine the predominate sources of financing; (3) identify specific difficulties faced in negotiating project financing agreements; (4) identify specific difficulties faced in drafting, negotiating, and monitoring contracts. (5) determine the level of experience in negotiating and negotiation training and (6) identify possible workshop participants. A list of the people met during this exercise and will be prepared upon my return to Rome.

FINDINGS

(1) Introduction of the workshop

The idea of holding a regional training workshop in the area was well received. There seems to be very high receptivity for this kind of activity both from potential participants and their supervisors. Several of the people interviewed had been on training courses in the past and felt that such courses were beneficial. There was uniform agreement that negotiation of project financing agreements and commercial contracts was extremely difficult. Although some interviewees had notable experience in either one or both of these areas they felt unsure about the general background as well some of the more subtle details.

(2) Types of Project Financing and Contract transactions being undertaken

(a) Project Financing

There was broad agreement that the major financing sources in The Caribbean area are the Interamerican Development Bank, (IDB) The Caribbean Development (CBD), the US Agency for International Development (USAID) and the World Bank (IBRD) Other major sources include the European Economic Community and The European Investment Bank (EEC and EIB), The Canadian International Development Agency (CIDA) Italy and, especially in the future, Japan.

The priority areas for financing seem to be in the Social sectors with assistance being provided for health education, housing, sewage, water etc. Other areas include transportation infrastructure and communication.

Size of projects ranged markedly. ~~but a $10-30m project~~ The building of two hospitals might be relevant as the subject of a hypothetical project. ~~for Jamaica~~. Notably smaller projects would be typical in other locations.

(b) Contracting

There was no consensus on which sector of contracting (goods, - equipment/commodities, services or civil works) is the most important. In hurricane devastated Jamaica construction was the clear priority. This priority also reflects the pattern of projects planned prior to the hurricane and now getting underway. Elsewhere, especially in Trinidad civil works and consultancy contracts had the edge over contracts for goods.

(3) Specific difficulties in negotiating Project Financing Agreements.

There was a general feeling that the lenders have all the power in the negotiation of Project Financing Agreements (PFA). They came with predeterminal conditions which are difficult if not impossible to get changed. In fact, several lawyers mentioned that they play a restricted role in this area. The Agreements are signed and then passed to the legal people for a blessing. Specific areas identified as particularly difficult were

(a) conditions precedent - sometimes they are so complex that they delay drawdowns of loan/grant proceeds;

(b) covenants and conditions which require internal government actions, performance criteria, restructuring, a reorganization. There was a general feeling that these types of conditions went too far.

(c) Default clauses are too broad. Under this scenario anything the Borrower does can be considered as default and this may trigger default under other agreements. Even technical defaults can cause this chain reaction.

(d) The general background or reason for the various provisions;

(e) lack of preparation for the negotiation and

(f) The general structure of the PFA.

(4) Specific difficulties faced in drafting negotiating and monitoring contracts

There was a general feeling that the buyer did not get what was paid for. There were remarks about huge cost overruns on civil works contracts, purchases of equipment without adequate planning or with less than adequate training, transfer of technology or spare parts. Consultants were a great subject of concern. They are high cost item and the controls are minimal. As in the project financing area there was a feeling that the contractors had the advantage. Added to this feeling was the problem of working through the donor agency's procurement rules International commercial arbitration was another area which people felt they should master.

One interviewee counseled that we spend time working on the drafting or reviewing of scopes of work or terms of reference for consultant contracts.

(5) Level of Experience in negotiating or negotiation training

Almost all of the people noted that almost everyone who were likely to attend the workshop would have some negotiation experience. Only one of the lawyers we met had had some negotiation training.

(6) Possible workshop participants

Dr. Liverpool made a number of contacts in each location to follow up on previous notices about the workshop. Some persons were identified and interviewed.

Dr. Liverpool will send a follow-up letters and a formal invitation to each of the territories. He has determined the number of participants to be invited from each place according to a geographic formula.

The invitation letter will include registration forms to be completed and returned by the participant along with an official nomination. The information on the form will allow Dr. Liverpool to determine whether a participant has the "need to know" about the subject workshop and otherwise meets the basic eligibility criteria.

Under the eligibility criteria participants must:

(a) have a law degree and have current duties related to the topics of the workshop; or

(b) Be non-lawyer holding a University degree and have at least five years experience in dealing the topics covered in the workshop.

Public as well as Private sector participants shall be eligible although in the Project Financing area mostly public section borrowers and advisors will be involved.

Workshop Design

Based on the above findings the Training objectives (Annex II) and the workshop design were finalized. The basic approach to meeting the objectives will be as follows:

The workshop will begin on June 5 with formal opening by an official to be identified by Dr.Liverpool. Dr. Liverpool will follow with his own comments. I will then conduct a round of introductions and give an orientation to the workshop and its methodology.

June 5 and 6 will be dedicated to an exploration of negotiation techniques. I will handle this subject. I will cover basic concepts, different schools of thought, and concentrate on factors which affect negotiation such as preparation, team work basic strategies, the use of time, response to dirty tricks, cultural factors, control of drafting, establishing objectives etc. Each segment will be accompanied by exercises. Each participant will have an opportunity to practice negotiation skills during the two days.

June 7, 8, 9 and 10 (A.M.)

The next three and one-half days will feature an intensive examination of the loan documentation of a selection of financing sources. The legal advisors of two

development cooperation agencies and one lawyer with sustantial experience in commercial bank financing will hold a series of small group briefings.

Each instructor will meet separately with each of the three participant groups of 6 to 8 persons each over a three day-period (June 7, 8, and 9). Each instructor will have six hours with each participant group. The Instructor will "walk" the participants through his loan agreement and associated documents, respond to questions and point out where negotiating is possible and where it is not. Participants will be encouraged to find out the reasons behind each clause and to seek clarifications on any points not understood.

By the end of the week the participants will have studied the documents of two development assistance agencies and the straight commercial loan documents from which the development assistance agencies have drawn heavily. Comparisons will be drawn in a review session at the end of the three days.

The morning of February 10 will be spent preparing the participants for a simulated loan negotiation the following Monday. The loan to be negotiated will be for the financing of a hypothetical project in a mythical country (Caribbea). Background documents will be furnished to the participants along with a draft of the loan agreement of one of the financing sources which held briefings the prior week.
The actual negotiation will take place on Monday February 12. Three separate negotiations (one for each term) (commercial, USAID, or CDB. The participants prepare for the negotiation during the weekend. and the following Monday. The agreements will be prepared by the lenders themselves.

The final four days of the workshop will focus on the subject of construction contracts. A visiting instructor will be identified who spends at least 80% of his working time on construction contracts and related matters. The treatment of the topic will include at least:

- A general introduction to Construction Contracts
- Common types of Construction Contracts and methods of payment
- Pre-contract actions, Composition of the Contract Drafting, preparation, Bidding procedures and arrival at the final agreement
- Internationally Accepted conditions of Contract (FIDID Conditions/others)
  Detailed review of important clauses
- Relationship with Engineering Services

276

- Basic terms of contracts with the consulting engineers
- Monitoring the contract
- prevention of settlement claims
- Arbitration

Each topic will be treated through simulation, Role plays and drafting exercises. Some of the Problems will be linked to the sewage project which was the subject of the loan in week one.

The workshop will end with a review of the two week's work, an evaluation and c closing ceremony to be organised by Dr. Liverpool.

Certificates will be distributed to each participant. Dean Liverpool and I have agreed on content and format of the Certificate.

Schedule

Training will be held for six hours a day. Ten and one-half training days will be used, a summary of the Schedule can be found in Annex I.

Workshop Assistant

The CJIP will make available Ms. Wendy Straker, to serve as the Workshop Assistant. She will be present throughout the workshop, serve as a link between the CJIP and University Staffs and take notes on the proceedings.

Visiting Instructors

A preliminary list of Visiting Instructors is as follows:

Negotiation Techniques	William Loris (IDLI)
Commercial Bank Financing	Michael Davies (Private)
CBD/Financing	Rudolph Muir (ADB)
USAID Financing	Rodney Johnson (USAID)
Construction Contracting	Gordon Jaynes (Private Practice)

IDB Guidelines on Construction Contracts

277

Training Workshop on International Project
Financing and Contracting
Draft Training Objectives

Introduction

The draft training objectives for the training workshop on International Project Financing and Contracting were developed on the basis of a survey and needs assessment exercise conducted jointly by the CJIP Director Dr. Liverpool and William T. Loris, Senior Legal Counsel IDCI. The objectives are a realistic statement of what the Participants should be able to to at the end of each training segment. By stating the objectives in this way the trainers will be able to verify through observation that the participants have acquired the knowledge or skills necessary to discusseed in transactions involving project Financing and Contracting. The final list of objectives will be worked out with the objectives.

1. Negotiation techniques

By the end of this part of the workshop participants should be able to:

(a) Describe at least two "schools of thought or basic approaches to negotiation.

(b) List at least 10 factors which can affect the outcome of a negotiation and describe how to avoid being disadvantaged and how to take advantage of each factor.

(c) Prepare a negotiation plan for a team negotiation which includes a basic strategy, role assignments, basic objectives and fallback positions.

(d) Demonstrate the ability to expand a one-issue negotiation into a negotiation with more than one option which creates an opportunity for mutual gain.

(e) Describe ways to avoid the effects of a list of "sharp" negotiation tactics or "dirty tricks".

2. Project Financing

By the end of this part of the workshop the participants should be able to:

(a) For each of the three financing sources

(1) Identify the commercial, policy and/or legal factors which affect the financing agreement;

(2) Describe the basic structure of the financing agreement;

(3) Be able to identify those provisions which are subject to negotiation and describe a basic strategy for negotiation of each;

(4) Be able to identify in the financing agreement each of the most important provisions (as identified by each instructor vis-a-vis and describe the function of each;

(5) Describe how ancillary or background documents affect the financing agreement.

(B) Demonstrate the ability to organize and conduct a team negotiation of a financing agreement for a given project which combines the negotiation techniques treated in part one of the Workshop and the knowledge acquired in the financing agency briefings.

3. <u>Construction Contracting</u>

By the end of this part of the workshop the participants should be able to:

(1) Describe the different types of Construction contracts in terms of method of payment and the use of each type;

(2) Identify one or more sets of standard conditions of contract in wide international use.

(3) Describe the stages or actions leading up to the construct contract;

(4) Identify and describe the structure of the contract envisioned under the FIDIC conditions.

(5) Identify and describe the most important provisions of the newest edition of the FIDIC conditions.

(6) Give opinions on the likely solutions under the FIDIC conditions to problems posed by the instructor.

(7) Review and recommend improvements in the scope of work for engineering services related to a construction contract and recommend a method of payment for those services.

(8) Prepare an abstract of given provisions of a construction contract which can be used by others to monitor contract implementation.

(9) Describe at least two methods of avoiding disputes under a construction contract.

(10) List 10 items which may be included in a clause for arbitration of disputes which reduce the cost of arbitration.

(11) Identify the principal ways which a financing organisation's procurement guidelines will affect the method of tendering and the contents of the contract.

Schedule

9:00 - 10:30
11:00 - 12:30
1:30 - 3:00
3:30 - 5:00

International Development Law Institute
CJIP Workshop

JUNE

Monday 5	Tuesday 6	Wednesday 7	Thursday 8	Friday 9	Saturda 10
NEGOTIATION	NEGOTIATION	PROJECT_FINANCING	PROJECT_FINANCING	PROJECT_FINANCING	PROJECT FINANCIN
Opening Ceremony Orientation Introduction	Negotiation Techniques	B	B	B	Preparation for Negotiation
Negotiation Techniques	Negotiation Techniques	R I	R I	R I	Preparation for Negotiation
Negotiation Techniques	Negotiation Techniques	E F	E F	E F	
Negotiation Techniques	Negotiation Techniques	I N G I	I N G II	I N G III	

Schedule:

9:00 - 10:30
11:00 - 12:30
11:30 - 3:00
3:30 - 5:00

International Development Law Institute
CJIP Workshop

JUNE

Monday 12	Tuesday 13	Wednesday 14	Thursday 15	Friday 16
PROJECT FINANCING	CONSTRUCTION CONTRACTS	CONSTRUCTION CONTRACTS	CONSTRUCTION CONTRACTS	CONSTRUCTION CONTRACTS
SIMULATED NEGOTIATION				
SIMULATED NEGOTIATION				
SIMULATED NEGOTIATION				
SIMULATED NEGOTIATION (Review)				Review Evauation closing Ceremony with presentation of certificates

REGISTRATION FORM

For a

TRAINING WORKSHOP ON INTERNATIONAL PROJECT FINANCING AND CONTRACTING

June 4 - 17, 1989, Barbados

Organized by

The UWI/USAID Caribbean Justice Improvement Project
(CJIP)

in collaboration with

The International Development Law Institute
(IDLI)

PERSONAL INFORMATION

SURNAME:.....NAME:.....

Date of Birth:.....Nationality:.....Sex:.....

Address for correspondence:.....

.....

TELEPHONE (Office):.....(Home):.....

TELEX:..... (It is imperative that CJIP have a telephone contact for you)

PRESENT EMPLOYMENT

Position/title.....

.....

Dates of service:.....

Employer organization:.....

.....

Describe the main functions of the organization for which you work.....

.....

.....

.....

PAST EMPLOYMENT RECORD

Employer organization	Dates of Service	Position/ Title	Brief description of duties

Describe your job responsibilities.....

.....

.....

.....

How does the topic of the workshop relate to your current job responsibilities? Please be specific. This question may be answered or continued on a separate sheet.....

.....

.....

.....

.....

HIGHER EDUCATION

Name of Institution	Degree/major subject areas studied	Years Attended	Date of Degree

Date

Signature of Registrant

OFFICIAL NOMINATION

To be completed by an authorized official of the nominating agency. Nominations may also be made in a cover letter to the Registration Form.

I have examined the information provided by the registrant and am satisfied as to its accuracy and completeness and hereby nominate (her/him) to attend the workshop.

Organisation:.....

Name of nominating official:.....

Position:.....

Signature:.....Date:.....

Seal

Applications from the private sector may be considered without this Official Nomination

Please return completed form to:

Dr. N. J. O. Liverpool
Project Director
UWI/USAID Caribbean Justice Improvement Project
Cave Hill Campus
P. O. Box 64
Bridgetown, BARBADOS

For further information write, phone at 424-3592, telex to WB 257 or telefax to 425-1327. Cables may be directed to 'UNIVADOS' B'DOS.

285

February 24, 1989

Mr. Arthur Maynard
General Counsel
Caribbean Development Bank
P.O. Box 408
Wildey, St. Michael
Barbados
West Indies

BEST AVAILABLE COPY

International
Development Law
Institute

Dear Mr. Maynard:

I was very pleased to have the opportunity [illegible] Wilkinson and Mr. Muir on my recent [illegible] take this opportunity to confirm IDLI's [illegible] participate in the CDB Workshop on [illegible] The Workshop will take place June [illegible] participating as an instructor on [illegible] simulated negotiation of a CDB Loan [illegible]

In a separate letter to Mr. Muir I have [illegible] and approach being used in the Seminar. [illegible] the USAID Legal Advisor in Barbados and a [illegible] private banking lending to hold intensive [illegible] three groups of participants in the [illegible] simulated loan negotiation for a hypothetical [illegible] and one of the groups of participants.

I would appreciate your confirmation that [illegible] participate as an instructor in the [illegible] We hope that his participation will be [illegible] work and therefore would not result in [illegible] participation on this basis will represent [illegible] generous contribution to the Workshop. I [illegible] participation will help advisors in the [illegible] borrowers and that this will have a positive [illegible] of CDB's arrangements in the area. [illegible] consideration.

Sincerely,

William T. [illegible]
Senior Program [illegible]

cc: Dean N.J.O. Liverpool

Via Paolo Frisi 25 - 00197 Rome, Italy - Tel. [illegible]

BEST AVAILABLE COPY

MEMCON

WTL conversation on February 9, 1989 with **Ms. Margaret De Merieux,** Faculty of Law, University of the West Indies, 47 Sunset Crest, St. James, Barbados.

Ms. De Merieux is teaching Constitutional law at the University of the West Indies. She applied recently to an IDLI course (I believe the DLC) but was not accepted due to lateness. She said that she wanted to change fields and she felt that this course would offer her a way to start thinking about some other issues. I did not, frankly, think that she would make a very good DLC participant. She may well be a good participant for other more specialized courses.

MEMCON

WTL conversation on February 9, 1989 with **Mr. Molen Bereaux**, Senior State Counsel, Red House, Port of Spain, Republic of Trinidad and Tobago, Tel 623 1983-2971 Ext. 314. Also in attendance was **Ms. Morris-Alleyne** and **Dr. Liverpool.**

I briefed Mr. Bereaux on what we were doing. He then gave hs comments. He said he started with reviewing IBD Agreements. He was thrown in at the deep end. He said that the Pari Pasu Clause and other clauses gave him a lot of trouble. It was necessary for him to do some research here and there to be able to work through negotiations of these financing agreements. He recommended that we have some books available in the course which can facilitate future research. I mentioned here the UNCTC and Lindstrom Books on Negotiat ng Commercial Credits. Dr. Liverpool suggested we might recommend two or three books for distribution to the participants during the Course.

Mr. Bereaux thought that it was important for the participants to have an idea on the background of the clauses and financing agreements as it is very difficult to negotiate if you do not know why the clauses are there. He said that he would start with a study of the commercial financing agreements so that people can understand the derivative agreements of the World Bank etc..

Issues which cause him some problems were:

- Applicable Law vs. State Liability Act
- Defence of Default (Lendors often drafted these clauses with too wide a scope of application).
- Major Conditions Precedents-Covenants governing law. He noted that negotiation with the IDB was not as difficult as with some of the others. But he was dissappointed in his negotiations with not being able to integrate whole documents together. There were often side letters which are not part of the agreement and informal understandings which the donor refuses to put in the agreement.

Mr. Bereaux showed a considerable amount of understanding of these agreements but expressed a lack of knowledge of the basics behind the agreements.

He recomended a Ms. Amelia Varenka from the Tender Boards as a possible participant. We did not follow up on this.

XEMCON

WTL conversation on February 9, 1989 with **Mr. Andrew Casimire**, Central Bank of Trinidad and Tobago, P.O. Box 1250, Port of Spain, Republic of Trinidad and Tobago.

Mr. Casimire indicated that he would be indeed interested in participating in the Workshop. He bought along a booklet from the ILI and said that he had been to a Workshop which was excellent.

He thought that some of the main issues for him were that contracts had to reflect the requirements of the Exchange Control Act. He thought that our Project Financing example ought to include an element of private and public financing. He said that we should find a mixture. He said that the large projects are financed by public loans. Small to medium activities are done by the private sector. He said that there is a lack of information on various types of agreements and this brings about the lack of ability to negotiate.

For other priorities for training he thought that we might cover management contracts, royalites, know-how, trademarks and licencing as part of technology of transfer agreements.

MEMCON

WTL conversation on February 10, 1989 with **Mr. Parry Husbands**, Solicitor General, St. Lucia.

I met Mr. Husband briefly with Dr. Liverpool and introduced the Training Workshop and the IDLI Program. Mr. Husbands and Dr. Liverpool then discussed other CJIP matters.

MEMCON

WTL conversation on February 10, 1989 with **Mr. Erroll Walker**, Attorney General's Chambers (Drafting Section), Castries, St. Lucia, The West Indies, Tel: 23622.

I introduced Mr. Walker to the Training Workshop and noted that Dr. Liverpool will be asking for participants from the AG's Chambers. He said that he had been to the The University of Glasgow Workshop put on at The University of the West Indies last year and he gave me a copy of the program. He said that he was doing drafting, but interestingly enough this entailed a clearance of international agreement. He said that he did not know much about these loan agreements and other documents as he had never had any training in them. Therefore he was not able to give me any suggestions on problem areas as he has, in the past, viewed his review as rather pro-forma.

MEMCON

WTL conversation on February 10, 1989 with **Ms. Suzie D'Anvergne**, Attorney General's Chambers, Castries, St. Lucia, The West Indies, Tel: (Office 22379/23622 (Home) 22794.

I met with Ms. D'Anvergne briefly as Dr. Liverpool had to go into a meeting with the General Counsel, Mr. Husbands. Ms. D'Anvergne has just been brought into the Chambers from a judiciary position. However, as there are just two or three people in the office she will be handling all matters. She is extremely interested in the Development Lawyers Course and would probably do very well at it. She noted that women lawyers are very prominent in St. Lucia, holding some of the major positions.

MEMCON

WTL conversation on February 7, 1989 with **Ms. Laila Palmer**, Manager, Jamaica - Investments Programme, Planning Institute of Jamaica, 39-41 Barbados Avenue, Kingston 5, Jamaica W1. Tel: (809) 9261480 - 8 and **Mr. Winston Anderson**, Deputy Director, Tecnical Cooperational Division, PIOJ, Telex: 2529 PLAN JN, Fax: 9264670 and **Mr. Linton Walters**, Legal Advisor, PIOJ.

This was a follow-up meeting to my meeting the day before with **Mr. Lincoln Mackintosh**, Senior Advisor, PIOJ. He suggested that I meet with the above mentioned people to discuss the kinds of problems facing Jamaican negotiators. I explained the program and then got their suggestions. They advised that the largest program at this time is USAID with project and balance of payment system assistance. This is followed by the World Bank and IDB. In the 1990's Japanese assistance will be a major factor. Followed behind these are Germany, CIDA, EEC and Italy. Methodologically the Japanese are very difficult as they must make all their decisions in Tokyo and through a very complicated process. I mentioned to him that it was very hard for us to get Japanese agreements. He said that they had some, that they might be able to provide us with some.

He said that the emphasis is in the sectors of health, education, financing and domestic water supply.

Negotiation of conditions precedent are a big issue as well as procedures for disbursement. Other issues are furnishing by the host country of counterpart funds and structural changes in exchange for assistance. This might include establishing of project teams or hiring or changing the pattern of hiring of personnel. He mentioned that sometimes agreements require that the establishment of a development management organization.

He said that the tendering processes were also difficult. He put the priorities as Contracts for Services, Equipment and then Civil Works.

They said that the size of the project which might be a representative one in a case study would be between 20-30 million. It could be to a hospital project or something of that nature.

With regard to loan negotiations, they are having considerable difficulty with the cross default clause where they fall into default on all agreements when there is a technical failure make a payment under one other agreement.

Comment: These people were very serious about trying to help me out. I suggested in the meeting that I would follow up with a letter to request them to furnish documents which we can use in the course to Dr. Liverpool. I later told Liverpool about this arrangement.

MEMCON

WTL conversation with **Mr. Dennis E. Morrison**, Director, Economics and Projects, The Jamaica Bauxite Institute, Hope Gardens, P.O. Box 365, Kingson 6, Jamaica - Telex: 2309, Fax: 809 9271159. Also present were **Mr. Michael Mitchell** (former DLCFS participant) and the rest of the visiting team.

Dennis Darvey introduced the CJIP and how IDLI fit into the training component. Mr. Morrison said that the main Ministries which might be concerned with the Workshop are the Ministry of Construction, Ministry of Health, Ministry of Agriculture, Ministry of Education, Jamaican Public Service Company.

The relevant kind of projects include health, education and utilities. So if all our exercises can be done in the health or eduction sectors they may well be relevant. Michael Mitchell mentioned that one new priority might be community enterprises.

Mr. Morrison mentioned that the Ministry of Finance is a key Ministry in borrowing transactions.

He said that some of the main problems include the following of procedures of donor institutions for fulfilling of conditions precedent and the administration of the loan. He also said that, although he did not know how we could work it into our course, financial accounting procedures under the loans are important.

In his opinion the priority for the types of contracts giving problems are 1. Civil Works, 2. Consultant Services, 3. Goods.

These sectors are the types of construction contracts which are frequently in use are for roads, health centers, power and transmission lines, buildings, telephone exchanges, etc..

Michael Mitchell thought that three areas which might be stressed are 1. Preparation before Negotiation, 2. Monitoring Performance, 3. Potential to alter the basic terms of loans.

Importance of financers at the moment would be 1. World Bank, 2. USAID, 3. IDB, 4/5. CDB/EEC and 6. CIDA.

Morrison and Mitchell stressed again the difficulty in getting conditions precedents met. There was a pipeline of unspent monies because CP's had not been met. This argues for better negotiation (a narrowing) of

Another problem which was outlined was that the signing ministry was also often different from the implementing body and the signing ministry is usually not involved in implementation. They both thought that the implementing body should be brought in early in the process and be involved in a negotiation.

Ninety percent of Jamaican finance is from multilateral and bilateral sources.

He mentioned the name of Harold Milner as a resource person. He is the financial secretary at the Ministry of Finance.

MEMCON

WTL conversation on February 19, 1989 with **Ms. Christie-Anne Morris-Alleyne** AG, Deputy Registrar, Supreme Court, c/o Hall of Justice. Knox Street, Port of Spain, Trinidad, Tel: (62-37421) also present was **Dr. Nicholas Liverpool.**

Ms. Morris-Alleyne is the Coordinator of the CJIP activity in Trinidad. She and Dr. Liverpool discussed other matters and then we moved to a disussion of the Workshop on Project Financing and Contracts. After describing the Course she felt that Trinidad ought to have three people in the seminar and recommended meetings with **Mr. Lionel Jones**, Solicitor General and **Mr. Andrew Casemire** at the Central Bank. She asked questions about the administration of the workshop. The office in which she is working is a very impressive new building and houses some of the important traditional offices. Ms. Morris-Alleyne is extremely articulate and knowledgeable person who knows all of the legal community in Trinidad. She has a range of duties from controlling court calenders through registering official documents and facilitating pleadings in the courts.

She later joined Dr. Liverpool and I for lunch.

MEMCON

WTL dinner invitation on February 17, 1989 to the house of **Mrs. Andree Nembhard**, Managing Director, Jamaica Commodity Trading Company, Ltd. (JCTC), 8 Ocean Boulevard, Kingston, Jamaica, Tel: (801) 92 20971-9. Also present Ms. Karen Ford-Warner (ex IBT 10E participant).

I met with Karen and we had dinner at her Managing Director's home. Ms. Nembhard is an extremely knowledgeable and competent and business woman running a major commodity import facility in Jamaica. As the Government there is likely to change she may not be in this position for too long. She was very supportive of Karen Ford-Warner's participation in IBT-10E and had favourable comments about Karen's work. For our information, Mrs. Nembhard's organization is in charge of food grains to Jamaica as well as motor vehicles and other commodities.

MEMCON

WTL conversation on February 9, 1989 with Mr. Lionel Jones, Solicitor General for Trinidad and Tobago, Red House, Port-of-Spain, Republic of Trinidad and Tobago, Tel: 623 8929, 623 2971 Ext. 288. Also present was Dr. Nicholas Liverpool and Ms. Morris-Alleyne.

We met with the Solicitor General to bring him up to date on the CJIP and to introduce the subject of the Training Workshop on Project Financing and Contracts. He advised that Mr. Nolen Bereaux, Senior State Counsel or someone else might attend from that department. He gave me the following advice for the Workshop.

IDB is a predominant financer in the area. He said that they had also had a recent credit from Medio-Credito. Other donors include USAID, CIDA and World Bank.

In terms of priorities he felt that construction and then followed by good and then services were important. He thought that some of the important issues were how the project financing agreements (loan agreements) effect the resulting contracts, the waiver of immunity under loan agreements and its relation to the State Liability Act (an act which prohibits jurisdiction over the State on certain cases).

He thought that transport, agriculture and education were relevant sectors. He thought that our case study might be a school project at the 30 million plus level.

MEMCON

WTL conversation with Ms. Wendy Straker, Caribbean Justice Improvements Project Research Assistant, Arbitration Project, Caribbean Law Institute.

Wendy was part of the CJIP team visiting along with me on this diagnostic visit. Under the project she is investigating the possibility of harmonization of arbitration in laws in the Caribbean. She recently attended a conference in Miami where they distinguished between domestic from international arbitration and began to look at the UNCITRAL model law for adoption. I mentioned Gerold Herrmann to her at UNCITRAL. I told her that UNCITRAL has an interest in seeing the UNCITRAL Rules and Model law widely adopted. I told her that I would put her in touch with him (subsequently I found that there was already that contact). Also I volunteered to send her a copy of the International Bar Association procedures for arbitration.

MEMCON

WTL conversation on February 16 with Ms. Sandra Mitchell, Secretary, Ministry of National Security and Justice. Also in attendance was Dr. N. Liverpool, Mr. D. Darvey and Ms. W. Straker.

Sandra said that it would not be difficult to find somone to attend the Workshop but that we should contact Mr. K.O. Rattrey the Solicitor General. He is the Chief Legal Advisor to the Government. Dr. Liverpool indicated that we had a meeting scheduled for the following day.

This meeting with Ms. Mitchell was essentially a courtesy call.

MEMCON

WTL conversation on February 7, 1989 with **Ms. Laila Homer**, Manager, Jamaica - Investments Programme, Planning Institute of Jamaica, 39-41 Barbados Avenue, Kingston 5, Jamaica W1. Tel: (809) 9261480 - 8 and **Mr. Winston Anderson**, Deputy Director, Tecnical Cooperational Division, PIOJ, Telex: 2529 PLAN JN, Fax: 9264670 and **Mr. Linton Walters**, Legal Advisor, PIOJ.

This was a follow-up meeting to my meeting the day before with **Mr. Lincoln Mackintosh**, Senior Advisor, PIOJ. He suggested that I meet with the above mentioned people to discuss the kinds of problems facing Jamaican negotiators. I explained the program and then got their suggestions. They advised that the largest program at this time is USAID with project and balance of payment system assistance. This is followed by the World Bank and IDB. In the 1990's Japanese assistance will be a major factor. Followed behind these are Germany, CIDA, EEC and Italy. Methodologically the Japanese are very difficult as they must make all their decisions in Tokyo and through a very complicated process. I mentioned to him that it was very hard for us to get Japanese agreements. He said that they had some, that they might be able to provide us with some.

He said that the emphasis is in the sectors of health, education, financing and domestic water supply.

Negotiation of conditions precedent are a big issue as well as procedures for disbursement. Other issues are furnishing by the host country of counterpart funds and structural changes in exchange for assistance. This might include establishing of project teams or hiring or changing the pattern of hiring of personnel. He mentioned that sometimes agreements require that the establishment of a development management organization.

He said that the tendering processes were also difficult. He put the priorities as Contracts for Services, Equipment and then Civil Works.

They said that the size of the project which might be a representative one in a case study would be between 20-30 million. It could be to a hospital project or something of that nature.

-EJP
WTL

International
Development Law
Institute

January 17, 1989

Dean N.J.O. Liverpool
Project Director
Caribbean Justice Improvement Project
Faculty of law
University of West Indies
Cave Hill Campus
P.O. Box 64, Bridgetown
Barbados

By Telefax
Original by Post

Dear Dean Liverpool:

I would like to take this opportunity to cover a few points which may be helpful to the preparation of my upcoming trip to the Caribbean. First, as Ms. Laganà, the IDLI Logistic Specialist, mentioned in her telex of 10/1/89 my arrival is scheduled in Jamaica on 5/2/89 at 20.19 on flight EA 991. However, as of this date we have not been able to get confirmation of any of the intra-Caribbean flights you advised that we book. Your assistance on this matter would be most appreciated as time is getting rather short.

I have attached two lists of items or issues which can be discussed during our discussions. The first list concerns organizational and logistical matters. The second list concerns the substantive aspects of the workshop. Depending upon who you feel should give IDLI guidance on these various items, you may wish to reserve certain issues for discussions between you and I.

If it were possible for me to meet with three or four likely participants during the course of my visit, this will also help me get a more refined view of the participant's needs.

I will be bringing along with me a framework agreement which will help us define our respective responsiblities regarding the preparation of the workshop.

I look forward to working with you during my trip. In the meantime, please accept my best regards and best wishes for the New Year.

Sincerely

William T. Loris
Senior Program Legal Counsel

303

ANNEX A

CJIP/IDLI Training Workshop on Project Financing and Contracting

Logistical and Administrative Matters

The following is a preliminary list of items which should be taken into account in IDLI/CJIP discussions. It is likely that other items will need discussing.

1. Exact title of workshop. "Training Workshop on Project Financing and Contracting"

2. Participants.

   a) numbers; 25/26
   b) qualifications; Law Degree + / job related — non-lawyers with at least 5 years experience in Related matters
   c) age; open
   d) type of employer; ✓
   e) private sector; ✓
   f) public sector
   g) country of origin; 1
   h) participant selection procedures; → to be selected by Ministry
   i) criteria for participant selection; ✓
   j) lodging; Hotel or Guest House CJIP
   k) travel; CJ
   ~~l) inter-regional travel~~;
   m) cost; CJIP
   ~~n) making arrangements~~.

3. Location of workshop. UWI Faculty of Law

4. Confirmation of number of days of training and dates. 10 + ½ for Eval etc.

5. Daily schedule. ✓

6. Training facilities.

   a) location; UWI - Fac. of Law
   b) size; ✓
   c) seating; ✓
   d) facilities for small group exercises. ✓ 2 Small Sem Rooms

7. Opening and closing ceremonies or issuance of certificates.

8. Training responsibilities.

a) IDLI;
b) other.

9. Other cooperating institutions or organizations. Role of CDB

10. Social and other extra-curricula activities.

11. Preparation of workshop materials.

12. Supplies.

a) pens/pencils;
b) paper;
c) note books;
d) overhead projector; yes
e) slide projector;
f) video;
g) tape recorder;
h) chalk/markers;
i) flip charts; check in Bank
j) availability of photocopy machine. yes

13. Books, handbook materials, other hand-outs. Send list to Liverpool

a) types;
b) quantity;
c) preparation/responsibility.

25 part.
1 Lib
1 Hist
1 USA.
1 wendy
+ V.
32-33

14. Note taking/recording.

a) policy;
b) responsibility. Lois

15. Observers/Official Visitors.

16. Press.

17. Financial Procedures.

a) timing;
b) documentary requirements;

18. Workshop report. 60 days

ANNEX B

Prepatory Issues for Discussion of CJIP/IDLI Training Workshop on Project Financing and Contracting.

Substance

Based on the preliminary syllabus the following is a list of some of the issues which should be discussed during William Loris's visit to the Caribbean. Other items will certainly come to mind. The references to "participants" in this list refers to likely participants in the Workshop.

Negotiation Training

1. In which kinds of negotiations do the participants engage?

2. Who much negotiation experience do the participants have?

3. Have the results of negotiations been successful, fair or poor?

4. Have the participants had any negotiation training before? If so how much?

5. What are the most troublesome kinds to problems which the participants have encountered in negotiations?

6. What do the participants want to learn about negotiations?

Project Financing

1. Will the participants be working in the public or private sector?

2. For what types of projects is financing sought?

3. What are the normal sources of financing (countries, regions, types of sources)?

4. What is the likely future source of project finacing?

5. Have participants already participated in the preparation or negotiation of a project financing agreement?

6. What troublesome kinds of problems have they encountered?

7. Should we invite participation from representatives of the likely

8. Should we have coverage of all of the following or concentrate on one priority?

a) commercial financing sources:

i. local
ii. foreign (North America, Japanese, U.K., Europe, Middle East)

b) public lenders:

i. World Bank?
ii. Inter-American Development Bank?
iii. Caribbean Development Bank?
iv. Bilateral Donors?
(if so which countries?)

Contract for Goods

1. What are the types of goods purchased and sold?

2. What is the normal method of procurement?

3. What range in value do such contracts have?

4. Who are the normal parties?

i. public sector?
ii. private sector?

5. Is there legislation or regulations on public contracts?

6. Are the participant's countries signatories of the Vienna Convention on the International Sale of Goods?

7. What experience will the participants have with these types of contracts?

8. What types of problems have they encountered?

9. What would the participants like to learn about this subject?

10. Do the participants more likely draft, advise on, review or negotiate these types of contracts?

Contracting for Consultancy Services

1. What types of services are normally the subject of these contracts?

2. What is the normal method of contracting?

   i. formal competitive procedures?
   ii. informal competitive procedures?
   iii. negotiation?

3. What range in value do such contracts have?

4. Who are the normal parties?

   i. public sector
   ii. private sector

5. Is there legislation/regulations which apply to this type of contract?

6. What experience do the participants have working with this type of contract?

7. Do participants know how to

   i. draft or review in terms of reference?
   ii. structure the contract?
   iii. participate on a selection committees?
   iv. evaluate and negotiate cost proposal (including overhead)?
   v. negotiate other terms?

7. What problems have they encountered?

8. Does the participant more likely draft, advise on, review or negotiate these types of contracts?

Visiting Instructors

1. What could be the criteria for the selection of visiting instructors?

2. How many visiting instructors should there be?

MEMCON

Meeting on January 24, 1989 with Arnold M. Cruickshank, Senior Field Program Officer, Room D-777, FAO, Rome.

I met with Mr. Cruickshank at the suggestion of Andrew MacMillan at the Investment Center. Mr. Cruickshank is from Grenada and a former employee of the Caribbean Development Bank. He is currently developing FAO projects for the Caribbean and Latin America region.

I first briefed him on the Institute and described the CJIP project. I then showed him the proposed program and invited him to give me any background which he believes might be useful in its development. He said that the Caribbean Development Bank, his former employer, is doing development lending in the Caribbean. It is located in Barbados in Wildie. He said that the CDB had tried to work with other donors in the Region including the IBRD and the IADB for harmonization of procurement rules. Many projects are co-financed by those three organizations. Other donors working in the region include USAID, CIDA and the EEC. He said that there was a committee set up for procurement under the High Impact Development Project, a USAID project which featured on-lending to small enterprises with equity contributions. He said that there had been some degree of simplification of procurement rules under those investments. He said that a lawyer by the name of Bernard S. John, a Corporate Counsel in Barbados had been helpful on that project and was very knowledgeable about procurement matters.

He said that the CDB had several lawyers who are familiar with lending in the area. The Chief Legal Advisor is Mr. Ralph Maynard. There are also Messrs. Wilkinson, Gill and Miur. Of the four he thought that Miur and Gill in that order would be the most lively instructors if we call on CDB to provide an intervention on CDB lending agreements.

He said that commercial banks had not gone too far into development financing in the region. He said that they had been doing mostly short and medium term commercial financing of sales.

There is a new Institution in the Caribbean region called the Caribbean Finance Corporation which is lending on a more commercial basis. It channels some development assistance funds (I believe AID funds included) into equity financing.

He said that IFAD loans are administered through CDB. The legal work for setting up the IFAD Agreement, the CDB Agreement, FAO Agreement (if FAO is involved) and others is done by those institutions. The borrowers are

309

He said that in addition to lawyers, a training course including negotiation skills and project lending would also be valuable for others from financial firms. These people often lack skills required for negotiation and therefore let others do their work.

He said that the public sector lawyer, except in cases of some types of public prosecution is done by the Attorney General's Chamber's of the various jurisdictions. However, the AG's Chambers are generally understaffed and notriously slow. He said that there are some good people in the AG's Chambers at the top levels, but the younger people are not very experienced.

Tenders - He said that international bidding is quite common because of the geographical situation. With some CDB loans off-the-shelf procurement and certin procurement of services is done on a placed procurement on a negotiated basis. Higher value procurements are subject to greater formal requirements. There is difficulty sometimes in conforming to procurement regulations as there is not much knowledge of what these entail. Tye CDB has set up its procurement regulations close to those of the World Bank but they are more flexible in some regards.

Mr. Cruickshank suggested that we talk to the clients of the lawyers (perhaps people in the planning departments), Attorney General's Chambers lawyers and lawyers from the private sector.

He said that much commercial procurement is done on Japanese vehicles. This may be a useful item for a case study. Also, it might be interesting to include a segment on negotiation with the Japanese.

He said that video is NTSC system.

He said that the climate is now quite good. It is cool and dry.

He looked at my schedule and said that I had better think twice in being in Jamaica leading up to the elections because of a potential of violence. He said that he would not want to be in Jamaica during that time.

Comment - Mr. Cruickshank is a very knowledgeable development person who would be an excellent resource for a simulated negotiation with a development bank in a development bank's setting or something of that sort. He also is very well aware of the critical role that lawyers can play in the negotiation of financing of procurement arrangements, especially where development finance is involved. He is a very well spoken man who might also be a good resource for a program.

MEMORANDUM

To: Messrs. Rodney Johnson (USAID), Rudolph Muir (CDB) and Michael Davies (Commercial Bank).

From: William T. Loris, Senior Program Legal Counsel, IDLI WTL, 16 May 89

Re: CJIP Case Study.

Please find enclosed a copy of the document we will use as the basis for the simulated negotiation on June 12 in the CJIP Workshop. The document does not mention any particular source of funding as it will be used by all three of you.

The CDB and USAID Agreements should be drafted to finance the Sandy Beach Sub-Project. It would be best, for comparison purposes, if both of these Agreements were drafted as loans. However, it would be more realistic on USAID's part to grant-fund the Project, it would be better to draft the Agreement as a grant.

The commercial bank loan agreement should be draftd to finance the Gloria Island Sub-Project. You will notice that the mother company of the hotel owner-investor will guarantee repayment.

The loan agreement or grant agreement will be provided to the participants on Saturday, June 10. The negotiation will take place on June 12. The participants will be divided into three equal sized groups. Each of you, then, will negotiate with one of the teams. During the final 45 minutes or so of the day we will compare and contrast our experiences and try to apply the lessons learned to jobs back home.

The case study is based on CDB Appraisal Report on The Cable Beach Sewerage Project in the Bahamas. I am sending along to Rodney Johnson and Michael Davies copies of the original Appraisal Report in order that they will have an idea of possible conditions, covenants, etc. which might be put in the Agreement. Rudolph Muir will be able to consult his own copy of the Appraisal Report.

All three drafters are requested to bring along thirty copies of their Agreement for distribution to the participants, CJIP and IDLI. The participants will receive copies of the Agreements which they did not negotiate at the end of the exercise.

The case study will be further proof-read and the map will be produced in final form. It will be delivered to the participants, bound under a blue IDLI "simulated exercise" cover.

Please let me know by telephone, telex or fax if you have any queries.

Thank you and good drafting!

DRAFT

SIMULATED NEGOTIATION

FOR A SEWERAGE PROJECT

IN

CARIBBEA

Prepared in connection with the Training
Workshop on International Project Financing
and Contracts organized by
the Caribbean Justice Improvement Project and
the International Development Law Institute
Barbados, June 5-17, 1989

PROJECT ADVISORY SUMMARY

CURRENCY EQUIVALENTS

Dollars ($) used throughout refer to United States dollars (US$) unless otherwise stated.

US$ 1.00 = CRB & 1.00
CRB 1.00 = US$ 1.00

ABBREVIATIONS

BOD	-	Biochemical Oxygen Demand
the Financing Organization	-	the Organization Financing the Project
DEHS	-	Department of Environmental Health Services
EIB	-	European Investment Bank
ERR	-	Economic Rate of Return
FRR	-	Financial Rate of Return
GDP	-	Gross Domestic Product
Government	-	The Government of Caribbea
ha	-	hectares
IBRD	-	International Bank for Reconstruction and Development
igd	-	imperial gallons per day
migd	-	million imperial gallons per day
mn	-	million
MWU	-	Ministry of Works and Utilities
NIB	-	National Insturance Board
OCR	-	Ordinary Capital Resources
SFR	-	Special Funds Resources
Caribbea	-	The Government of Caribbea
USA	-	United States of America
WSC	-	Water and Sewerage Corporation

MEASURES AND EQUIVALENTS

1 cubic foot (ft3)	=	0.0283 cubic metres (m3)
1 foot (ft)	=	0.3048 metres (m)
1 inch	=	25.4 millimetres (mm)
1 mile (mi)	=	1.6093 kilometres (km)
1 square mile (sq mi)	=	2.59 square kilometres (km2)
1 million imeperial gallons per day (migd)	=	4,545 cubic metres per day (cumd)
1 imperial gallon per day (igd)	=	0.00455 cumd
1 acre	=	0.4 hectares (ha)

SUMMARY AND CONCLUSIONS

This Project Advisory Summary describes a sanitary sewerage Project for the treatment of wastewater and recycling of effluent for the Sandy Beach Area on Caribbea and for an island-wide system on Gloria Island. The estimated cost of the total Project is approximately 12.7 million (mn).

Sandy Beach and Gloria Island are important as they accommodate a significant protion of the residential and tourist population of Caribbea. Tourism accounts for approximately 30% of the Gross Domestic Product (GDP) and employs over 50% of the population. The second most important centre for tourism is on Gloria Island. The Executing Agency will be the Water and Sewerage Corporation (WSC). Private investors will implement the Project on Gloria Island.

There is no public sewerage system in the area and existing sewerage treatment and disposal practices have led to growing problems of environmental pollution and contamination of groundwater resources on which the supply of potable water is mainly dependent. The basic objectives of the Project are the reduction of pollution through controlled treatment of wastewater in a central plant and the recycling of a scarce resource for domestic use and irrigation, thus reducing the consumption of potable water. The Project will result in the protection of the only source of potable water in the two areas from contamination by wastewater thus ensuring the health of inhabitants and the viability of the hotel industry which is the major employer of potential low income workers, especially women in Caribbea.

The Project consists of two sub-Projects:

1) For Sandy Beach - the construction of sewerage collection and effluent reuse distribution force mains systems and a sewage treatment plant with a capacity of 1.4 mn imperial gallons per day (igd) - 6,400 cubic metres per day (cumd), engineering services and Project management.

2) For Gloria Island - the construction of sewage collection and effluent reuse distribution force mains systems and a sewage treatment plant with a capacity of 0.5 mn imperial gallons per day (igd) - 2,100 cubic metres per day (cumd), engineering services and Project management.

Under the Sandy Beach Sub-Project WSC will be required to institute a tariff structure which would enable the Project to be financially viable so that the revenues collected would be sufficient to cover operating and maintenance costs, debt service and internally generated funds for capital improvements. The Gloria Island Sub-Project will be carried out in accordance with conditions to be agreed upon by private investor and the financing bank.

The major economic benefits will arise from savings in replacement, operation and maintenance costs of packaged treatment plants, the use of land presently occupied by treatment plants which will become available for commercial use and a reduction in real terms in the cost of piped water and imported water through the use of recycled water for irrigation and flushing of toilets at hotels and other developments on Sandy Beach and on Gloria Island.

1. INTRODUCTION

Background

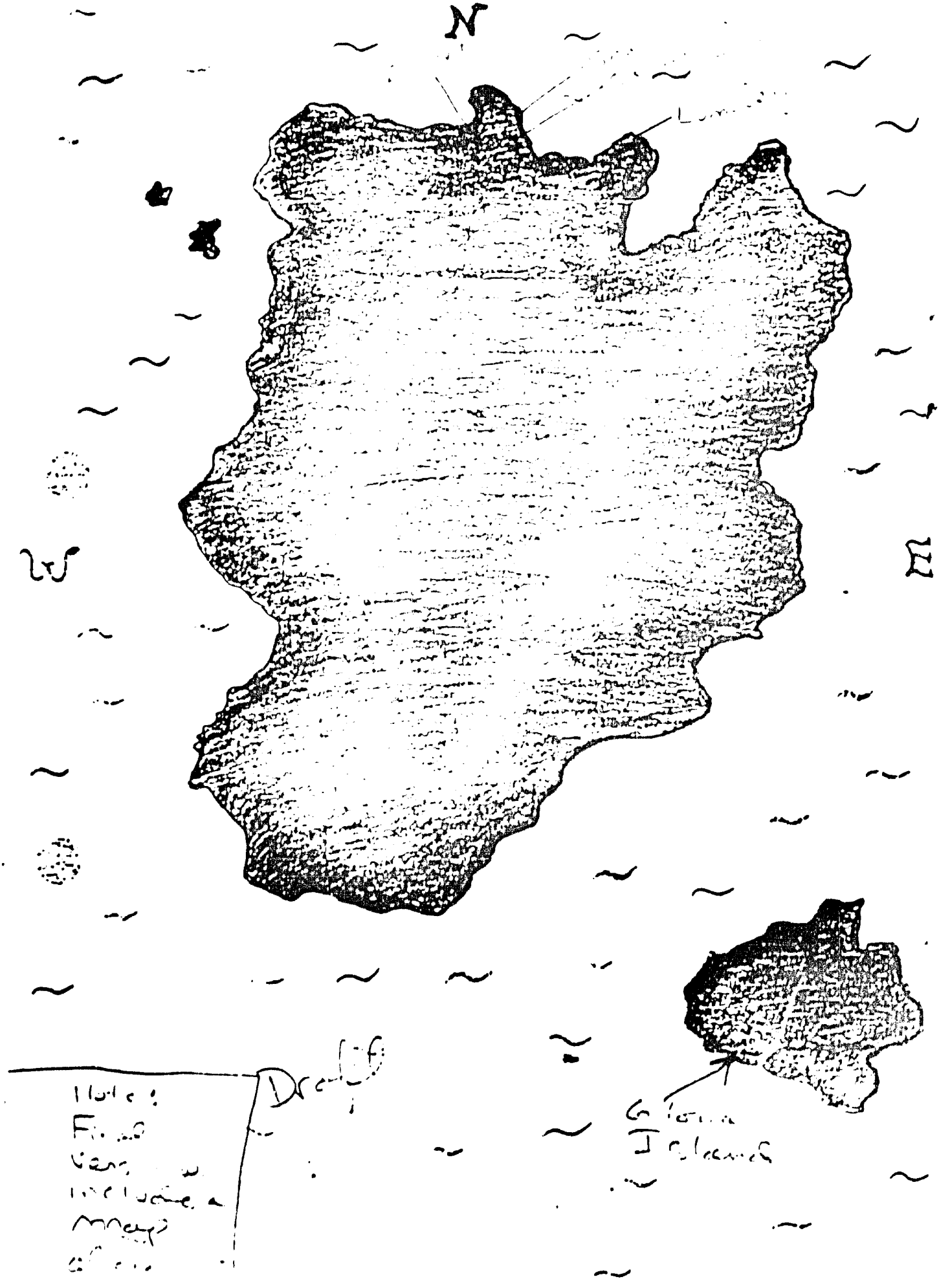
1.01 The Government has requested financial assistance from The Financing Organization for a sanitary sewerage Project for the Sandy Beach area of Caribbea. The implementing agency will be WSC, a statutory corporation established by the Water and Sewerage Act of 1976 and which provides water and sewerage facilities in the Sandy Beach area.

1.02 Caribbea includes several small islands and outcroppings, and one large island, Gloria Island. Caribbea is the name normally given to the main island. Caribbea has an area of 500 square miles (sq mi). It is the site of the nation's capital, Tranley and also the political, cultural, commercial and financial centre. Approximately 60% of the population resides on Caribbea.

1.03 Sandy Beach, a strip of beach 1.5 mi (2.4 km) long, is strategically located on the north coast of Caribbea between Caribbea International Airport and Tranley. It is one of the most important tourist districts with fifteen major hotels and two casinos. At present the hotels provide a total of 3,050 rooms and an additional 2,500 are to be provided by 1992.

1.04 There is no public sewerage in the Sandy Beach area or on Gloria Island, although the need has long been recognized. In 1979 the Hotel Corporation of Caribbea commissioned a feasibility study for construction of a wastewater treatment systems to serve the several Sandy Beach and Gloria Islands hotels. Consideration was also to be given to incorporating existing treatment plants serving other hotels in the areas into a unified system. In view of the high cost of potable water, emphasis was to be placed on utilization of reclaimed wastewater for toilet flushing and landscape irrigation. The study recommended the construction of a wastewater treatment plant in each location using the extended aeration process. Collection and reuse systems would be by force mains.

1.05 In March 1988, WSC engaged consultants to review and update the 1979 feasibility report and expanded the study area to include existing and proposed hotels and other facilities on Sandy Beach between the Liverpool Hotel on the west and the proposed Helen Hotel on the east and to include study of Gloria Island. Conventional treatment systems were to be evaluated against the aquaculture process. The present Project is based on the recommendation of the updated study. The Project has been designed to permit integration in the Development Plan.


N
E
Draft

1.06 In the months leading up to the preparation of this Project Advisory Summary, the Government has conducted an extremely agressive and well timed investment encouragement campaign with potential private investors for the Gloria Island facilities. As part of this campaign, the Government added Gloria Island to the feasibility study undertaken for the Sandy Beach System. As a result, a foreign private hotel company has agreed to invest and implement the Gloria Island Sub-Project. The joining of these two efforts in a single Project is part of the Government's efforts to demonstrate the link between public and private investment. In exchange for a Government waiver of certain new tax provisions, the mother company of the investor has agreed to guarantee the loan to be made by the commercial bank for the Project.

Macroeconomic Summary

1.07 The macroeconomic environment of Caribbea is conductive to foreign investment. Notwithstanding a high susceptibility to external events which impart a volatility to its economic performance on a year-to-year basis, the Caribbea economy has performed relatively well in recent years with GDP averaging 3.9% per annum in real terms between 1981 and 1988. Moreover, the prospects for the enhancement of future economic growth are encouraging. Even so, Government needs to accelerate its efforts to diverisfy the country's economic base; that is lessen its high dependence on tourism in order to reduce the high volatiility in its economic growth as well as to prevent political instability. This calls for:

(i) measures to ensure that the cost competitiveness of the country's leading sectors is not eroded;

(ii) greater regional balance to economic growth;

(iii) the enhancement of the operating efficiency of the public sector, particularly with regard to improvements in the cost recovery machinery for services provided by the Government, i.e. water, electricity, sewerage and roads, and the efficiency of the tax collection administration;

(iv) the harnessing and channelling of domestic financial resources towards developmental goals;

(v) an acceleration in the implementation of policies and programmes aimed at alleviating existing high levels of relative poverty in some areas and the upgrading of social and physical infrastructure in order to minimize the country's unemployment problem; and

(vi) finding ways to encourage private sector investment.

1.08 Several considerations weigh heavily in favour of both Sub-Projects, including:

(i) the crucial importance of adequate sewerage disposal (and water supply), not only to the health and welfare of the population, but also to the all-important tourist industry;

(ii) the positive environmental impact of the Project, including the reduction of groundwater pollution the avoidance of the potential discharge of raw sewxerage and seepage into the sea and the removal of unsightly and odorous septic tank pumpers from a major tourist area;

Regarding the Sandy Beach Sub-Project:

(iii) greater employment opportunities; and

(iv) improved productivity, increased efficiency, cost reductions and potentially greater profits for WSC.

1.09 Despite the favourable factors indicated above, however, there is an urgent need for the Government to adopt policy measures aimed at:

(i) improving Project implementation capacity in various state corporations in order to reduce over-expenditure and delays in Project implementation; and

(ii) the formulation and implementation of a National Public Expenditure Plan so as to provide a framework for allocating Government resources in a disciplined manner, consistent with overall macroeconomic policy and with national priorities.

2. THE WATER AND SEWERAGE SECTORS

Organisation

2.01 Responsibility for the public sanitation sector for Caribbea is divided among WSC, the Ministry of Works and Utilities (MWU) and the Department of Environmental Health Services (DEHS) under the Ministry of Public Health. WSC, which is under the direction of the Minister of Works and Utilities, was established under the Water and Sewerage Act 1976 and is responsible for providing or authorizing private water and sewerage services for the inhabitants of urban areas; the granting and control of water rights; protecting water resources and regulating the extraction of water. MWU is responsible for the develomment, implementation, operation and maintenance of service schemes in the rural areas.

The Ministry of Public Health is responsible for waste, quality and pollution control and all other elements which might affect the community. Water supply and sewerage services on outlying islands, including Gloria Island are privately owned, operated and maintained, but subject to regulations including an annual permit renewal procedure.

2.02 About 80% of the urban population is served with piped water due mainly to improvements undertaken in the last ten years to meet tourism and domestic demand. The remainder of the urban population obtains water from private wells. For the rural population, coverage is about 70% but service is intermittent; the remaining 30% rely on private wells. The private wells are built as a protection against the unreliability of the public water system and to avoid the high cost of piped water. Drilling of private wells is unregulated. Some of them are polluted. Some are cross-connected into the water supply system and constitute a source of pollution and a potential health hazard. Changes in legislation are under consideration by WSC's legal department to provide for licensing the digging and operation of private wells and for metering consumption.

2.03 The geological makeup of Caribbea consists mostly of rocky limestone. Owing to the permeable nature of the rock, the islands have no water dams or rivers. The main sources of water are the fresh water lenses about 10 feet (ft) - 3 metres (m) - below ground level, which are recharged by rainfall averaging 35 inches (1,350 millimetres (mm)) per annum. Ground waters are brackish and hard. The public water supply is fed from boreholes, extraction trenches and, in the case of some islands, supplemented by barging. The increasing demand on Caribbea Island has led to over-pumping and a rapid rise in salinity and pumping has had to be stopped in many wells. This may also have happened on Gloria Island, but monitoring on the Island has not been systematic. It is expected that the installation of new water mains and the replacement and relining of existing mains will contribute to the reduction of unaccounted-for water to acceptable levels.

2.04 There is no unified sewerage system in Caribbea. About 20% of the population are connected to existing sewerage systems from which wastewater is discharged into the ground through injection wells of questionable performance. The remaining urban population uses on-plot sewage disposal devices including septic tanks which, because of the high water table, contribute to the contamination of groundwater resources. The large hotels and resorts use their own package treatment plants with wastewater recycling facilities. Most of the existing sewerage systems have deteriorated due to old age and are difficult to operate and maintain.

2.05 Due to the sparsely distributed population in the small outlying islands, sewerage services are non-existent and most households have septic tanks with wastewater being discharged untreated into the sea.

Sector Development and Objectives

2.06 The main deficiencies are in the physical development of water resources, sewerage systems, management, operation and maintenance. The sectoral objectives aim at correcting these deficiences by:

(i) physical development of the sector to meet current and future demand by expansion of well-fields, introducing improved abstraction methods and environmentally acceptable methods for sewerage disposal;

(ii) improving system reliability and performance through the rehabilitation of deteriorating water and sewerage facilities and by introducing improvements in operation and maintenance;

(iii) institutional upgrading of WSC in the key areas of management and finance; and

(iv) encourage private investment in the sector.

Developments in the Sector

2.07 WSC is receiving assistance to meet the objectives in paragraph 2.06 through the Water Supply and Sewerage Rehabilitation Project approved in 1986 and co-financed by the International Bank for reconstruction and Development (IBRD), European Investment Bank (EIB), the Financing Organization, National Insurance Board (NIB) and the Government. The Project consists of three components: Water Supply Improvements; Sewerage Rehabilitation; and Technical Assistance designed to upgrade the management, commercial and engineering operations of WSC.

Under the Technical Assistance part of the Project eight studies have been mounted - five on the improvement of the management and operations of WSC. They are: Management Audit; Water Supply and Sewerage Tariffs; Unaccounted for Water; Water Supply Alternatives; and Shipping Performance and Monitoring and Sewerage Planning and Development.

Phase I of the Management Audit Report and Unaccounted-for Water Studies and the Tariff Study have been completed. The others are to be completed by March 1990. Implementation of the recommendations to achieve the desired results is to begin in 1990.

2.08 The Phase I Management Audit Report on the Project found that WSC's current leakage control programme is in line with modern practice and proposed refinements in testing and monitoring to improve detection. Phase II of the study will present a detailed programme for future work and training in the useof the distribution monitoring system, leak location equipment to be introduced, meter maintenance and calibration and computerisation of system records.

Tariffs

2.09 Sewerage charges are levied as a fixed charge of $2/quarter/unit fixture. Revenue received amounts to about 7% of WSC's total revenue and is inadequate to meet the cost of operating the sewerage systems. Under the terms and conditions of the Caribbea Water Supply and Sewerage Rehabilitation Project, WSC is committed to phase out over time in the sross-subsidy from water to sewerage. recently, a 28% increase in sewerage rates, effective July 1, 1988, was approved as a first step. Annual increases of a similar magnitude would be required to eliminate the subsidy over a four to five-year period. Tariffs on the Gloria Island Sub-Project would be subject to market forces.

3. THE PROJECT

Objectives

3.01 The broad objectives of the Project are:

(i) reduction of nuisance conditions resulting from the operation of a number of wastewater plants in environmentally sensitive areas;

(ii) centralisation of all wastewater operations on both Caribbea and Gloria Islands under the direction of one entity for each of these two areas resulting in standardisation of operations and maintenance;

(iii) quality control of effluent for reuse and irrigation;

(iv) disposal of excess effluent in boreholes at single fixed locations rather than at dispersed locations as at present;

(v) for the Caribbea Island Sub-Project reduction in operating and maintenance costs and power requirements through the operation of facility; and

(vi) promote investment by the private sector.

Rationale for the Project

3.02 The populations of both Caribbea and Gloria Islands are mainly dependent on groundwater for the supply of potable water. The protection of this resource and beaches on the two islands from pollution is central to the good health of the population and to the continuing development of tourism which is the largest foreign exchange earner as well as the major employer.

3.03 Because of the lack of a public sewerage system in the Sandy Beach area, hotels and other developments rely on several uncoordinated private systems for the treatment and disposal of sewage. Presently there are seven privately owned operational packaged wastewater treatment plants serving a total of 2,029 room equivalents in the Sandy Beach area. By May 1991, this room equivalent will grow by 2,450, requiring the installation of seven additional plants. Six of the existing plants discharge effluent direct into disposal wells.

3.04 A monitoring programme carried out by WSC and a survey undertaken by MWU have revealed that the quality of the groundwater in the both Sandy Beach area and on Gloria Island is being increasingly contaminated by nitrates, from wastewater. The Sandy Beach area is also affected by odour problems associated with the malfunctioning of some of the treatment plants. Without the Project the pollution of groundwater due to wastewater flows will increase in severity with adverse effects on the quality of life and the tourist industry in both of the Project areas.

Wastewater Treatment Process Selection

3.05 The design of the wastewater plants and conveyance systems for both the Sandy Beach and Gloria Island locations was dictated by technical considerations arising from an assessment of the contribution which can be made through the use of the existing hotel plants, topographic and subsurface conditions and expected flows. In arriving at the selected option, the Consultant reviewed operational and maintenance requirements for conventional wastewater treatment alternatives and the aquaculture process. The extended aeration process was selected because it is ideally suited to tropical climates. It switches easily to contact stabilisation to cope with excess wastewater flows; provides a superior effluent suitable for flushing and irrigation; requires a minimum of monitoring and is the process used in Caribbea and proposed for other central plants.

Locations

Sandy Beach

3.06 The Sandy Beach Sub-Project is located in the Sandy Beach area on the north coast of Caribbea Island. Sandy Beach is approximately 1 1/2 mi (2.4 km) long and is about 2 mi (3.2 km) west of Tranley and about 4 mi (6.4 km) east of Caribbea International Airport. The specific boundaries of the Project area are the Helen Hotel on the east and the Liverpool Hotel on the west.

3.07 The site of the Sandy Beach wastewater treatment plant is about 330 ft (100m) south of Shady Cove.

Description and Scope - Sandy Beach

3.08 The Sandy beach Sub-Project is the construction of a central wastewater treatment system and acillary facilities consisting of the following components:

A. Land:

Acquisition of approximately 12 acres for the treatment works.

B. Civil Works:

Installation of 7,035 ft (2,144 m) of water mains.

Construction of:

(i) a wastewater collection system consisting of approximately 8,650 ft (2,637 m) of force mains;

(ii) an effluent reuse distribution system consisting of approximately 8,660 ft (2,639 m) of force mains; and

(iii) a wastewater treatment plant with a capacity of 1,400,000 igd (6,400 cumd). The plant will include three injection wells for the disposal of treated effluent.

C. Mechanical Equipment:

(i) procurement and installation of pumps, pneumatic ejactors, aerators and ancillary equipment; and

(ii) procurement and installation of grit removal and flow measurement equipment for the treatment works.

D. Miscellaneous:

Electrical and site works, yard piping and on-site reuse system.

E. Engineering and Management:

(i) consultancy services; and

(ii) Project management.

Gloria Island

3.09 The Gloria Island Sub-Project is located at the Sunset Beach area on the leeward side of the Island. The exact location in the Project will be determined by the hotel owner-investor.

Description and Scope - Gloria Island

3.10 The Gloria Island Sub-Project is the construction of a central wastewater treatment system and acillary facilities consisting of the following components:

A. Land:

Acquisition of approximately 4 acres for the treatment works.

B. Civil Works:

Installation of 2,345 ft (714 m) of water mains.

Construction of:

(i) a wastewater collection system consisting of approximately 2,880 ft (879 m) of force mains;

(ii) a effluent reuse distribution system consisting of approximately 2,880 ft (879 m) of force mains; and

(iii) a wastewater treatment plant with a capacity of 460,000 igd (2,133 cumd). The plant will include one injection well for the disposal of treated effluent.

C. Mechanical Equipment:

(i) procurement and installation of pumps, pneumatic ejactors, aerators and ancillary equipment; and

(ii) procurement and installation of grit removal and flow measurement equipment for the treatment works.

D. Miscellaneous:

Electrical and site works, yard piping and on-site reuse system.

E. Engineering and Management:

(i) consultancy services; and

(ii) project management.

Engineering Services:

3.11 Detailed designs and tender documents for the Sandy Beach Sub-Project have been prepared by Consultants engaged by WSC. The Consultants are acceptable to the Financing Organization, Engineering and other services for the Gloria Island Sub-Project which will be made by the hotel owners-investor.

Project Management:

3.12 The executing agency for the Sandy Beach Sub-Project will be WSC. WSC will appoint a Project management team for the implementation of the Project. The Sandy Beach Sub-Project management team will be headed by a civil engineer with wide experience in the design management and construction of wastewater treatment plants. The other members of the team will be experienced in engineering,administration and accounting disciplines. This team will be responsible for coordinating and providing management services for all aspects of the implementation of the Sub-Project.

3.13 Management of the Gloria Island Sub-Project will be carried out by the hotel owner-investor.

Implementation

3.14 The Sandy Beach Sub-Project is to be implemented over 24 months commencing immediately after signature of the financing documents. Implementation will be in two stages. The first stage referred to as the "Partial Utilisation Stage" must be in place by February 15, 1990 to serve the two new hotels which open on March 15, 1990. This stage consists of the installation of the collection force mains system, construction of the headworks and a disposal well. Although not a part of the partial utilisation stage, the effluent reuse distribution force mains will be installed at the same time as the collection force mains, to save trenching costs. Construction of the main part of the system is expected to start in March, 1990 and the Project completed by July, 1991.

3.15 It is expected that the Gloria Island Sub-Project will be implemented over a 13 month period, but this will depend upon the outcome of negotiations between the hotel owner-investor, the equipment suppliers and construction contractor.

Procurement

3.16 Procurement of goods and services for the Gloria Island Sub-Project will be carried out in acccordance with good commercial practice. Procurement for the Sandy Beach Sub-Project will be undertaken in accordance with the procurement procedures of the Financing Organization.

Operation and Maintenance

3.17 The operation and maintenance of the system to be constructed under the Sandy Beach Sub-Project will be carried out by WSC. A permanent staff of four persons will be provided by WSC to operate and maintain the wastewater system. The staff shall consist of a sewerage supervisor/technician, one operator and two labourers under the direction of an operations manager. A laboratory will be provided at the treatment plant for testing and quality control services.

3.18 It is forseen that there will be a condition of the financing of the Sandy Beach Sub-Project that WSC prepare an operation and maintenance plan for the plant at least six months before the end of construction. The plan would include operation and maintenance manuals for the major components of the system, tools and materials to be procured and information systems to be established to monitor operation

and maintenance. WSC may also be required to prepare a training programme for operating personnel at least six months before the end of construction of the system. It is envisaged that the training programme will be executed through in-house training as it currently being done, but also through a combination of attachments to appropriate utilities in the USA and by equipment manufacturers.

3.19 During the operation phase of the Sandy Beach Sub-Project WSC will most likely be required by the Financing Organization to submit an annual operating statement on the Project.

3.20 Operational maintenance of the Gloria Island Sub-Project will be carried out by the hotel owner-investor in accordance with its own criteria.

3.21 Other operational/management/financial requirements relating to the long-term viability of both Sub-Projects can be expected to be the subject of negotiations by the Financing Organization.

Environmental Aspects

3.22 The sites selected and the choice of technology are based on environmental considerations with respect to the Project's effect on water quality, impact on residents in the area and existing ecosystems. Contamination of groundwater will be considerably reduced through the elimination of the disposal of inadequately treated effluent in boreholes. Odours and nuisances from malfunctioning and inefficeint private treatment plants will be reduced. The operation of the extended aeration process is not expected to pose any problems to residents in the area because the system is designed to accommodate overloading. Land use conflicts are not anticipated in the Caribbea Sub-Project since the site selected is on WSC-owned property and is located in a forested area hidden from public view.

3.23 The treatment plant has been designed to produce high quality effluent which will be reused for toilet flushing and irrigation. The effluent which is not reused will be discharged below the groundwater aquifer without posing any threat to water quality. The Project includes the construction of three injection wells for subsurface disposal.

4. LEGAL MATTERS - WSC

Legal Status

4.01 WSC established by the Water and Sewerage Corporation Act of 1976 of Caribbea as amended, (the Act), is a body corporate with perpetual succession and a common seal and with power as such to acquire, hold and dispose of property movable and immovable, to sue and entertain suit in its corporate name, and to contract.

Constitution and Management

4.02 WSC consists of a Chairman, being the Minister of Government responsible for relations with WSC (the Minister), a representative of the Ministry of Finance, appointed by the Minister after consultation with the Minister of Finance, and not more than four other members appointed by the Minister.

4.03 Each member of WSC holds office for a term not exceeding three years as the Minister may direct, may be removed by the Minister during that time, and is eligible for reappointment.

4.04 The General Manager of WSC is appointed by its Board with the prior written approval of the Minister. The General manager is its Chief Executive Officer, and is, as such, responsible to WSC's Board for the day to day administration of WSC's affairs and the provision of technical advice and guidance on matters of policy. The Board appoints and employs, on such terms and conditions as it thinks fit, a Secretary and such other officers, servants and agents as it thinks necessary for the proper discharge of its functions.

Government Guarantees

4.05 The Minister of Finance may, on behalf of the Government, and pursuant to section 10 (2) of the Act, at the request of the minister, guarantee, in such manner and on such conditions as he thinks fit, the repayment of the principal of, and the payment of interest and other charges on any authorised borrowings of Statutory Authorities of Qualified Private Investors in connection with investments in sectors normally reserved to or served by the public secotr.

4.06 Pursuant to Section 10 (3) of the Act, no guarantee snall be given as authorised in Section 10 (2) of the Act unless prior approval thereof has been signified by the House of Assembly in accordance with the provisions of Section 17 of the Financial Administrative and Audit Act 1973 of Caribbea.

4.07 A statement relating to every such sum guaranteed must be laid before Parliament by the Minsiter of Finance as soon as possible after the end of each financial year beginning with that in which the sum is issued and ending with that in which all liability in respect of the sum so guaranteed is discharged.

4.08 Any sums required by the Minister of Finance for fulfilling any such guarantee is charged on and payable out of the Consolidated Fund of Caribbea.

4.09 Approval by the Minister is required for any investment's in the water or sewerage sectors.

5. WSC OPERATIONS/FINANCE

WSC Management, Institutional Performance and Staffing

5.01 The need for WSC to upgrade its organisational structure, improve its allocation of human resources, management information systems and cost acounting was identified during the 1986 appraisal of the Water Supply and Sewerage Rehabilitation Project. The technical sssistance component of this Project included a Management Audit and Institutional Improvement Programme financed by IBRD. Consultants have completed Phase I, which involved a diagnositc review and assessment of the existing organisational structure, management practices within WSC and factors which affect same. Phase II (currently in progress) is the Design and Development Phase, which proposes to further analyse and recommend changes in organisational structure, assess training needs and position qualifications, mangement information needs and a general review of the present personnel poicies manual. Implementation of an action plan is proposed for Phase III.

5.02 The Phase I Report highlights improvements necessary in the areas of personnel, legislation, accomodation, management information systems and training. It is the opinion of the Consultlants that a number of management positions are filled with personnel of limited experience with the specific problems, plant and personnel of WSC, due to high turnover over several years. WSC has been advised to fill vacancies in key positions with Caribbea residents to provide needed management continuity. Twinning programmes are being developed with utilities in both the USA and the UK and an action plan on the Institutional Management Improvement is scheduled for presentation on August 15, 1990.

5.03 WSC had a staff of 327 at the end of 1988 or approximately 12 employess per 1,000 connections for water services. This ratio has improved considerably over that of previous years.

Historical Financial Analysis

5.04 WSC's 1987 financial performance showed a marked decline after a reasonably strong showing in 1987. Overall revenues are down 4%, largely due to water supply problems and a consequential reduction in water sales. The planned increase in sewerage rates was not implemented in 1988 as expected and provision has now been made for its implementation on July 1, 1990. However, operating expenses continued to grow, showing an increase over 1987 figures of about 4%.

5.05 WSC remains reasobaly well capitalised and from 1986 to 1987 long-term debt as a percentage of equity has declined from 73% to 59%. However, this situation is expected to change with the implementation of the water and sewerage rehabilitation programme under which WSC's debt levels will increase substantially. The debt service coverage ratio declined to 1.2 in 1978 below the covenanted 1.5 level which was achieved in 1986. In the current Project it will be important that WSC establish and maintains a debt service coverage ratio of not less than 1.5.

WSC Accounts Receivable

5.06 WSC operates on a quarterly billing cycle and at the end of both 1986 and 1987 accounts receivable associated with customer billings for water and sewerage stood at about $4mn (net of the allowance for doubtful accounts) or about 99 days dales. This is not significantly in excess of the 90 day level common in the industry. However, amounts in arrears include approximately $0.9 mn due from Government departments, Ministries and Corporations.

6. A LEGAL MATTERS HOTEL OWNER-INVESTOR

6.01 The legal status corporate structure and other legal matters relating to the hotel owner-investor are to bhe determined by the Commercial bank lenders.

7. BUDGET AND FINANCING PLAN AND BUDGET

7.01 The following table sets forth the cost estimates for the Sandy Beach Sub-Project.

TABLE 7.1 Project COST ESTIMATES
($'000)

Components	Local	Foreign	Total
A. Land Acquisition	200	-	200
B. Civil Works	1,877	2,659	4,536
C. Mechanical Equipment	-	926	926
D. Miscellaneous Works	344	890	1,234
E. Engineering and Project Management	77	873	950
Base Cost	2,497	5,349	7,846
Physical Contingency	345	802	1,147
Price Contingency	81	232	313
Committment Fees	-	33	33
Interest During Construction	-	210	210
Front-end Fee	-	37	37
Total	2,923	6,664	9,586

7.02 The following table sets forth the cost estimates for the Gloris Island Sub-Project.

TABLE 7.1 Project COST ESTIMATES
($'000)

Components	Local	Foreign	Total
A. Land Acquisition	67	-	67
B. Civil Works	625	886	1,511
C. Mechanical Equipment	-	309	309
D. Miscellaneous Works	115	297	412
E. Engineering and Project Management	26	290	316
Base Cost	832	1,783	2,615
Physical Contingency	115	267	382
Price Contingency	27	77	104
Committment Fees	-	*	*
Interest During Construction	-	*	*
Front-end Fee	-	*	*
Total	974	2,220	3,101

* To be negotiated.

7.03 Financing of the Project will be as follows:

	$USmn	%
Financing Organization	4.7	37
Government of Caribbea	4.9	38.6
Commercial Bank (1)	3.1	24.4
Total Project Cost (1)	12.7	100

(1) Subject to increase for Committment Fees, Interest During Construction, Front-end Fees, etc. as negotiated with the Commercial Bank.

ANNEX Y

ANNEX Y

LONG TERM EVALUATION

year of my course:
198_

DEVELOPMENT LAWYERS COURSE

1. Now that you have had an opportunity to test the Development Lawyers Course against the realities of your situation, please comment on whether the skill training you received in the course has turned out to be useful or not (circle appropriate number).

Advising clients

1 2 3 4 5 6 7
not useful at all extremely useful
Describe:

Negotiating

1 2 3 4 5 6 7
not useful at all extremely useful
Describe:

Reviewing and Revising Legal Documents

1 2 3 4 5 6 7
not useful at all extremely useful
Describe:

Monitoring implementation of Agreements

1 2 3 4 5 6 7
not useful at all extremely useful
Describe:

Planning and design

1 2 3 4 5 6 7
not useful at all extremely useful
Describe:

Resolving disputes

1 2 3 4 5 6 7
not useful at all extremely useful
Describe:

Drafting

1 2 3 4 5 6 7
not useful at all extremely useful
Describe:

2. Which of the above should be given more time?

   Why?

3. Which of the above should be given less time?

   Why?

4. Give an example of how you applied one of the above skills to great advantage. Try to be specific.

5. Give an example of how you applied one of the above skills but you achieved less then you had hoped. Try to be specific why did this happen?

6. Please comment on whether the knowledge you gained in the substantive areas covered in the course are useful to your current work. (circle appropriate number).

Project financing

1 2 3 4 5 6 7
Not useful at all very useful
Describe:

Legislation/Law and Development

1 2 3 4 5 6 7
Not useful at all very useful
Describe:

International Contracting

1 2 3 4 5 6 7
Not useful at all very useful
Describe:

7. Which of the above should be given more time in the course?

Why?

8. Which of the above should be given less time in the course?

Why?

9. Describe an instance in which the specialised knowledge you gained in the Course helped you gain significant advantage for your client. Try to be specific.

10. Describe an instance in which the specialised knowledge you gained in the course did not help you as you thought it might? Try to be specific.

Is there something else you should have known that could have helped you in this instance?

Is this something IDLI can add to the DLC?

11. Do you feel more confident doing your work? Less confident? The same?
Describe:

12. Is it possible for you to estimate the monetary advantage you have brought to your clients as a direct result of things you learned in the Course? This is a difficult question, but please give it a try. The more specific the better.

13. Have your organisations/clients recognized that you can make greater contributions to their work? How?

14. My general comments on the course are:

Thank you for your help.

Bill Loris

WTL:msf10

EVALUATION BY PARTICIPANTS

DEVELOPMENT LAWYERS COURSE (DLC 6E)

DAY: _____

INSTRUCTOR: _____

TOPIC: _____

_____

1) OVERALL SATISFACTION

Taking all factors into consideration, how satisfactory did you find the Course's overall treatment of this topic? (CIRCLE THE NUMBER WHICH MOST CLOSELY APPROXIMATES YOUR OPINION)

Unsatisfactory						Very satisfactory
1	2	3	4	5	6	7

2) THE TOPIC

2.1 How relevant is this topic to your work?

Not relevant						Very relevant
1	2	3	4	5	6	7

2.2 What changes, if any, would you recommend that IDLI make in the Course's scope of coverage of this topic? (For example, adding points, deleting points, or any other modifications.)

- I have no changes to recommend:
- I can recommend the following change(s): _____

_____

_____

3) AMOUNT OF TIME ALLOTTED

How adequate was the amount of instruction time allotted for the Course's treatment of this topic? (CHECK ONE RESPONSE)

Too little time: About right: Too much time:

4) LEVEL OF INSTRUCTION

How appropriate was the level of instruction in the Course's treatment of this topic?

Too basic: About right: Too advanced:

5) THE PRESENTATION BY THE INSTRUCTOR

5.1 How satisfactory was the instructor's knowledge of this topic?

Unsatisfactory — Very satisfactory

1 2 3 4 5 6 7

5.2 How satisfactory was the instructor's training ability?

Unsatisfactory — Very satisfactory

1 2 3 4 5 6 7

5.3 How satisfactory was the instructor's overall effectiveness?

Unsatisfactory — Very satisfactory

1 2 3 4 5 6 7

5.4 What suggestions, if any, do you have for improving the instructor's presentation?

- I have no suggestions to offer:
- I can offer the following suggestion(s): _____

_____

_____

6) TRAINING ACTIVITIES OTHER THAN THE INSTUCTOR'S PRESENTATION

6.1 How satisfactory were these activities, in terms of helping you to learn about this topic?

Unsatisfactory — Very satisfactory

1 2 3 4 5 6 7

7) WRITTEN MATERIALS (FOR EXAMPLE, READING SELECTIONS, HANDOUTS, ETC. - AS APPLICABLE)

7.1 How satisfactory were these materials, in terms of helping you to learn about this topic?

Unsatisfactory						Very satisfactory
1	2	3	4	5	6	7

8) WHAT OTHER COMMENTS OR RECOMMENDATIONS, IF ANY, WOULD YOU CARE TO OFFER TO ASSIST IDLI IN IMPROVING THE COURSE'S TREATMENT OF THIS TOPIC?

- I have no suggestions to offer:
- I can offer the following suggestion(s) _____

_____

_____

Name - _____

ASSESSING AND BUILDING MY SKILLS

(A) Below is a list of functions which development lawyers often perform. Please select those functions which are now a part of your job and number them in order of relative amount of time spent performing them. (i.e., 1 means you spend more time on this function than on any other, etc.). If you do not perform one of these functions, do not assign it a number.

- Advising clients
- Resolving disputes
- Drafting
- Negotiating
- Reviewing and revising legal and related documents
- Assistance in the planning and transactions
- Monitoring the performance of legal obligations

(B) The chart below indicates a range of skill levels for each function, ranging frol 1, meaning "no skills", to 7, meaning "high skills". Please assess your own current skills in performing each function. Put an "X" on the line below the number which best represents where your skills are now. Then put an "O" on the line below the number where you would like your skills to be at the end of this course.

	No skills						High Skills
Advising	1	2	3	4	5	6	7
Planning and designing	1	2	3	4	5	6	7
Negotiating	1	2	3	4	5	6	7
Drafting	1	2	3	4	5	6	7

	No Skills						High Skills
Monitoring	1	2	3	4	5	6	7
Resolving disputes	1	2	3	4	5	6	7
Reviewing and revising	1	2	3	4	5	6	7

ASSESSING AND BUILDING MY SUBJECT-MATTER KNOWLEDGE

(A) Below is a list of subject-matter areas in which development lawyers often work. Please select those areas in which you now work and number them in order of relative amount of time spent working in them. (i.e., 1 means you spend more time working in this area than any other, etc.). If you do not work in one of these areas, do not assign it a number.

- Procurement (contracts for goods, services or civil works)
- Project financing
- Foreign Investment

(B) The chart below indicates a range of levels of knowledge about each subject-matter area, ranging from 1 meaning "no knowledge" to 7 meanng "very much knowledge". Please assess your current level of knowledge about each of these areas. Put an "X" on the line below the number which best represents your current knowledge level, and and "O" below the number where you would like your knowledge level to be at the end of this course.

	No Knowl.						Very Much Knowl.
Project financing	1	2	3	4	5	6	7
Foreign Investment	1	2	3	4	5	6	7
Procurement	1	2	3	4	5	6	7

(C) The course includes a section called "Law and Develoment". State breifly one meaning of this term - The term means to me what constructive role ought the law and legal profession play in the process of socio-economic development of a (developing) country.

(D) Please list below any other subject-matter areas in which you now work as a lawyer.

EVALUATION BY THE PARTICIPANTS

Development Lawyers Course
DLC-5E
March 6 - May 28, 1988

IDLI, Via Paolo Frisi 23, 00197 Roma

Course Manager: William T. Loris
Course Assistant: Rita Mazzante

TABLE OF CONTENTS

	Page
I. General Evaluation	1
II. Evaluation of Visiting Instructors	29
William T. Loris: Advising Techniques	29
Stephen Mwenesi: Drafting	39
Gerald Williams: Negotiation Principles and Techniques	44
William T. Loris: Planning and Design	50
Javade Chaudhri: Resolving Disputes	54
L. Michael Hager: Introduction to Project Financing	59
Michael Davies; Tony Foster; Louis Forget; Hugh Chamberlain; Viveca Patriksson; Aberra Zerabruk: Project Financing	63
James Paul: Law and Development	68
Wolf Roth: Contracts for Goods	73
Gordon Jaynes: Construction Contracts	77
William T. Loris: Contracts for Services	81
Theodore Carter; Zakaria Al Hashim; Rolf Folkesson: Development Assistance Financing Contracts	84
James Hurlock; Wendell Maddrey: Foreign Investment	87
David Bender: Transfer of Technology	90
Leonardo Leonardi: International Labour Standard	94

350

GENERAL EVALUATION

I. COURSE ENROLLMENT/PUBLICITY

1. **Before enrolling in the Development Lawyers Course (DLC), did you have sufficient information available to decide whether or not you wanted to attend?**

Yes 16/19 (84.2%) No 3/19 (15.7%)

2. **Were the objectives of the course clear to you before you began the DLC?**

Yes 18/20 (90%) No 2/20 (10%)

3. **Were the financial arrangements for the course clear to you before your arrival?**

Yes 14/20 (70%) No 6/20 (30%)

4. **Please give us your suggestions for improving the course enrollment procedures.** (15/20 answers)

"Emphasis on those with relevant schedule of duties. At least two years field experience".

"The enrollment procedure and the composition of the course participants and their respective countries has been well taken care of".

"In my case the notice was too short, but perhaps because of the distance (South Pacific)".

"I did not know about the Institute (IDLI) until a former participant told me about it and encouraged me to apply. Publicity in the local press with the assistance of former participants would assist greatly".

"I am happy to note that IDLI is very efficient in this regard. If there are any differences in the system, I believe it is from the applicant's end".

"No problem in my case".

"The message from the Italian Embassy came to us only three days before the start of the course. If this can be improved, please do".

"If lawyers in private practice are to get this rare opportunity of attending such a course, the information for enrollment should also be supplied to law societies of various countries in addition to government ministries".

"Regarding the financial aspect there was no information about how to get fellowship in the country. Since I was informed I was accepted in the course 1½ weeks before its commencement. I didn't have enough time to arrange my papers (leaving powers of attorney having all consents required, permits and other internal requirements of my local burocracy)".

"Selection of participants should be done at least one year ahead of the course to help those selected to properly plan for sponsorship, permission from place of work, etc.".

"Late dispatch of letters of selection i.e. close to beginning of course work, results in hazy and inadequate preparations including the search for sponsorship. Send notice of selection well in advance (6 months)".

"I find the enrollment procedures good. Except to continue informing selected participants earlier enough for them to arrange for necessary sponsorship".

"Extend the time between acceptance and financial arrangements. Financial institutions give training aid to different countries, but the recepient countries may not utilize the fund. IDLI could try to secure for good candidates the required fund from the said financial institutions".

"The funding process is very complicated. Please try to resolve this problem by simplifying it".

"Earlier notice of acceptance is a critical area to be looked into".

II. TRAINING ENVIRONMENT AND SUPPORT ARRANGEMENTS

1. **How adequate were the following arrangements? Please put a**

	Not adequate	Adequate	Very Good
Settling-in assistance	1/20 (5%)	13/20 (65%)	6/20 (30%)
Financial arrangements	1/20 (5%)	10/20 (50%)	9/20 (45%)
Training facilities	———	7/20 (35%)	13/20 (65%)
Housing accomodations	8/20 (40%)	11/20 (55%)	1/20 (5%)
Meals	3/18 (16.6%)	13/18 (72.2%)	2/18 (11.1%)
Transportation	4/20 (20%)	16/20 (80%)	———
Social activities	8/20 (40%)	8/20 (40%)	4/20 (20%)

Please give us your suggestions for improving any of the above arrangements. (17/20 answers)

"Housing accomodations: a non Italian speaking foreigner seeking accomodation is a pitiful experience. The direction, the finding process and the negotiations. An IDLI personnell could physically assist participants chosing good accomodation and making them aware of what they are getting into and what to expect (services) from the landlord".

"Lower cost housing could be identified for those who would wish to pay less".

1 "If possible all the participants should be kept in one residence in a place nearer to IDLI. The Institute itself must manage the housing. Some more social events should be added".

2 "IDLI should try to accomodate its participants in some residents/pensiones/whatever. As a newcomer, the composition to attend the class make it very difficult to find accomodation. As IDLI is an ongoing and permanent institution it lacks social activities. Even participants have to pay for the social activities (as to play)".

"It would be good if the Institute tries to pre-arrange accomodation for participants (reasonably cheap) for those who wouldn't like to stay in such places then can look for alternative arrangements of their own".

"In view of the language/cultural differences in Rome and the that participants are not given time to settle (get adequate accommodation) before work starts, it may help things reviewing the present situation: a) acquire premises and charge participants to pay or b) if participants must be left at the mercy of glutuous landlords, the Institute shall protect. How? Discuss ...".

"Please make provisions for a maximum of 20 Kg.. Unaccompanied luggage on completion for the training facilities (folders, etc.). Alternatively for those IDLI administered scholarships, the finance office can hold back some £ 200.000 to be given on the closing day. These are tools we need back home and some of us can be very careless with money".

"On the financial arrangements I feel that although previous participants who were given all their per diem to manage by themselves did so badly, there should be a method devised to meet fluctuations in the exchange rates so that at least the participant is enabled to have his per diem equivalent at a time when the rate is most suitable".

"Accomodation: some advice should be directed towards explaining the cheaper/more expensive areas of town and the cheaper/more expensive types of accomodation. Financial: DLC participants should be advised of the existence of "CREDITWEST" near via Veneto which permits opening a deposit accounts to non-residents".

"Housing and transportation may be or have been the source of most inconveniences for the participants. Sharing with people who we don't know and in some cases with not even similar backgrounds is very difficult. Perhaps IDLI must consider the personal composition of the group (backgrounds, sex, status, ages) in order to ease the interaction. This of course does not mean that the first priority shall not be the capability (merit) of the person according to their application form".

"The Institute tried to arrange for many social activities but the policy that we should pay for each and every activity is unwelcome. It made many of us to feel as if the Institute

all activities on our behalf. We would not feel that we had paid for those activities. It would have been a win-win situation (Prof. Williams)".

"The Institute should organize more social activities to complement the intensive, course program. More of such programs as the "Tour of Rome" and the visit to Sermoneta should be arranged".

"There should be someone assigned for settling-in activities. It is not easy to get out and buy food at lunch time, probably IDLI should have its own cafeteria or food shop. Social activities are almost nil. Create them. Encourage them. Football is not enough".

"I'm very lucky to have been on this course and not in any other because the IDLI staff made things easy for us participants who came here mostly for the first time".

"It would be a great help if it would be possible that there be some sort of arrangement where participants could all visit residences together because the problem was not only after a 2 or 3 days after the arrival, but also in understanding the terms and conditions of apartment contracts which are written only in Italian".

"Due consideration should be given to accomodate participants to avoid losing course hours in search of residence".

"The transportation could be better organized by the Institute making special arrangements. More social activities could be arranged. Sports are good for breaking the ice".

2. **Do you think that the daily schedule was generally...**

too short: ----	about right: 9/20 (45%)	too long: 11/20 (55%)

3. **Were the coffee breaks ...**

too short: ----	about right: 20/20 (100%)	too long: ----

4. **Were the lunch breaks...**

too short: ---- about right: 16/20 (80%) too long: 4/20 (20%)

III. TRAINING EFFECTIVENESS

Please circle the number which best indicates the degree to which you feel that training was effective in each of the following subjects.

1. **Advising "clients"**

4 (9) - 5 (11): 20 answers

Not Effective				Very Effective
1	2	3	4	X 5

Range: 4-5 Average: 4.5

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (4/20 answers)

"The dosage was just proper for effective treatment of our illnesses (i.e. the things we erred in practice)".

"The opportunity of advising before receiving the techniques and doing it after, were missed. It gives you the opportunity of making a comparison and an assessment from our own way of doing it. It is a way of facing the errors and see the changes. Of course this could be done in an effective way if it could be filmed".

"Since this is intended to supplement present skills and experience, the learning process continues with conscious practice".

"Some guide to oral presentation especially to small groups with the use of various aids (audiovisual etc) might be helpful".

2. Assisting as a lawyer in planning and designing

3 (2) - 4 (10) - 5 (8): 20 answers

Not Effective				Very Effective
1	2	3	4 X	5

Range: 3-5 Average: 4.3

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (3/20 answers)

"Some more time should be devoted to this topic".

"Perhaps more exercises in those we should plan and design following given instructions or in those we shall imagine a project ourselves. This can be done in the form of homework".

"More time and more lectures".

3. Assisting as a lawyer in negotiating

3 (1) - 4 (7) - 5 (12): 20 answers

Not Effective				Very Effective
1	2	3	4 X	5

Range: 3-5 Average: 4.5

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (5/20 answers)

"Simply the time for this very important area was too short".

"But I would suggest that you should maintain calling people as instructors who have the calibre of Prof. Williams".

"I would have liked a more precise approach which seemed to me a bit disorganized as to types of negotiation, kinds of negotiators, strategies, pros and cons, etc. I have still

"Needs more simulations".

"The size and composition of negotiating teams and the balance of your team in terms of technical professional personnel could have been dealt as a sub-topic".

4. Assisting as a lawyer in drafting

3 (6) - 4 (8) - 5 (6): 20 answer

Not Effective				Very Effective
1	2	3	X	5

Range: 3-5 Average: 4

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (9/20 answers)

"For a person who is not engaged in drafting or who might never have studied it before, he might find the subject very difficult. If it were possible some short seminars should have been organized on it for beginners before the course".

"Too much time was spent on language. The structure of various types of legal norms should have been given more attention as well as the specifics of contract drafting eg. parliamentary drafting".

"Only simplification of grammer is not enough. Some models of the documents should be given to prepare and correct in the class".

"Drafting course is not sufficient, so that only on grammar the course has given emphasis, not as a whole course of drafting (how to draft an entire agreement/things like that)".

"More lecturing, less discussion".

"Personally this was the best. Mr. Mwenesi really knows how to teach. Only one comment we lost precious time in discussion that weren't important (the course manager was needed) and perhaps the examples were too excessive, too many [illegible] Sometimes the class

"This was a bit of a flop in that it was more or less an English grammar lesson. I think I was already taught that in an elementary school. I suggest that the instructors take it seriously. Define differences between legislative drafting. Legal drafting, etc, this topic is very important and I request for its due consideration".

"Improve training methods in this area. More time should be given to actual drafting exercises rather than discussion".

"Not only in practical drafting, but also skill in how one reads legal documentation i.e. examples of drafting work with "flaws" and perhaps the consequential flow from it".

5. Assisting as a lawyer in reviewing and revising legal documents

3 (1) - 4 (13) - 5 (6): 20 answers

Not Effective				Very Effective
1	2	3	4 X	5

Range: 3-5 Average: 4.2

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (2/20 answers)

"Time was a factor".

"Very short time. It needs a bit more time".

6. Assisting as a lawyer in monitoring performance

3 (3) - 4 (11) - 5 (6): **20 answers**

Not Effective				Very Effective
1	2	3	4X	5

Range: 3-5 Average: 4.1

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (3/20 answers)

"Too little time allotted and only one of monitoring was showed. I'm sure there are many others regarding the specific nature of what is going to be monitored (project, the implementation of a law, trial, etc.) and certainly there are specific techniques for each case".

"But whether or not in actual practice we shall have time to monitor is a difficult question to answer. Lawyers are usually busy and to prepare a monitoring sketch is like summarizing a 400 page contract into a 4 page contract".

"More time should be given to this".

7. Assisting as a lawyer in resolving disputes

3 (3) - 4 (10) - 5 (7): 20 answers

Not Effective				Very Effective
1	2	3	4 X	5

Range: 3-5 Average: 4.2

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (4/20 answers)

"A few case studies on the process of arbitration would be of some help in that one would be able to know/experience how arbitration is actually conducted, the kind of questions arbitrators ask, issues raised, how the arbitration rules are used, etc.".

"The instructor was very good if I am to describe his ability. However, too little time was prescribed for this topic. He had to deal with so many different rules within the limited time. Either the stuff got muddled out or I did".

"Too much time in the revision of rules (i.e. UNCITRAL). Rather than in the process itself and tactiques for being effective while acting as an arbitrator, a lawyer or a partie. The first is covered by our law schools (or can be

"Another possibility could be an internship programme within a given institution. However, while this may be on the initiative of any participant, the Institute can assist by getting the concerned institution(s) to agree to give the chance and possible financial support to eligible candidate(s)".

8. International project financing

3 (1) - 4 (10) - 5 (9): 20 answers

Not Effective				Very Effective
1	2	3	4	X 5

Range: 3-5 Average: 4.4

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (2/20 answers)

"The only thing missing was the opportunity of negotiating a loan with a commercial bank. Tough negotiation but very a educational one".

"The introduction by the Director, Mr. L. M. Hager must always be there. It was fantastic and stimulated our minds. A person like myself who does not handle such matter became anxious to know more. I thank Michael Hager for that".

9. Contracts for professional services

4 (12) - 5 (8): 20 answers

Not Effective				Very Effective
1	2	3	4	X 5

Range: 4-5 Average: 4.4

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (2/20 answers)

"The subject matter is complex and requires adequate introduction/background information".

10. International contracts for goods

3 (2) - 3.5 (1) - 4 (10) - 5 (7): 20 answers

Not Effective				Very Effective
1	2	3	4 X	5

Range: 3-5 Average: 4.2

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (3/20 answers)

"There was slightly too much on background lectures on this topic. The application of international contracts for goods in projects, or how it fits in with development projects would help. Going through actual such international contracts would also help".

"Presentation can be improved by including simulation exercises or case studies".

"The principal problem was the professor's approach. It is a very specialized area which law school usually doesn't cover satisfactorily. Negotiating, reviewing, revising and drafting a contract could have been very useful".

11. Construction contracts

3 (1) - 4 (6) - 5 (13): 20 answers

Not Effective				Very Effective
1	2	3	4	X 5

Range: 3-5 Average: 4.6

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (3/20 answers)

"As I had very little idea on the issue, this has been a very positive tool. I only wish that old man Gordon had spent more time with us".

"There is a need to devote more time to this topic as it is complicated but of material relevance to most developing lawyers".

"The time was short, I felt the teacher was too advanced for the class".

12. To be able to effectively apply the basic skills named above in the context of services

3 (2) - 4 (14) - 5 (4): 20 answers

Not Effective				Very Effective
1	2	3	4X	5

Range: 3-5 Average: 4.1

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (2/20 answers)

"The simulation exercises should be held against an IDLI legal staff member/visiting instructor, not against another team of participants".

"However, some of the simulated exercises drained our energy probably due to wear and tear during our first 8 weeks".

13. Law and development

2 (4) - 3 (5) - 4 (8) - 5 (3): 20 answers

Not Effective				Very Effective
1	2	3 X	4	5

Range: 2-5 Average: 3.5

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (10/20 answers)

"I get the feeling that even when it has been interesting we never landed".

"Maybe it is because I had sufficient experience (knowledge) in this area".

"Perhaps a little more time and treatment of topic by relating same to environment experiences or atmosphere back in home country".

"I had a different view on the approach of the subject from the instructor".

"The topic was presented in a too academic way and participants were allowed to side touch it. More practical, real examples and how one could have gone around it, not what people think of it".

"This topic was given too much time. No emphasis was placed on law as a development tool in socio-economic transformation".

"The time allocated is too much for this matter. It should be shorter. This topic, in fact, is based on principles and practices that vary from a country to another depending on legal dualism. For participants it is not an important subject to be given a long time allocation".

"I think the problem here is directing participants in the appreciation of the subject as it relates to lawyers. The substance of the subject was good but enough emphasis was not placed on the critical role which lawyers can play".

"The subject should also include the video context of law and development and not only human rights".

"The methodology of teaching was not effective. The instructor I felt had a lot to offer on this topic but his teaching/training method was not successful. Perhaps adopting the methods used by other instructors e.g. on construction contracts, would be of some help".

14. To be able to effectively apply the basic skills named above in the context of direct foreign investment and

3 (5) - 4 (11) - 5 (4): 20 answers

Not Effective				Very Effective
1	2	3	X4	5

Range: 3-5 Average: 3.9

If you did not learn enough about this subject, what training experiences might have enabled you to do so? (7/20 answers)

"More lectures than plenary discussion".

"More time should be given to it".

"A bit more time should have been allocated to these important areas. Debt/equity swaps etc. as a means of lowering debt and encouraging foreign investment deserves more attention".

"The subject of International Project Financing and Foreign Investment should be treated before Law and Development to enable participants to apply what they learn from the latter to the former".

"I need to study more law. I can manage (or try to)".

"More time generally. Guidance on draft agreements, provision by provision".

"The subject was complex and came at the time when the body was in Rome but the mind at home".

IV. YOUR INVOLVEMENT

1. **To what degree do you feel you shared your ideas and experiences with your fellow participants?**

3 (4) - 4 (7) - 4.5 (1) - 5 (8): 20 answers

Not at all		Somewhat		Shared a great deal
	2	3	4 X	5

2. **Do you feel that you shared your ideas and experiences to the extent that you wanted?**

Yes 15/20 (75%) **No** 5/20 (25%)

If not, what would have helped to increase your participation? (7/20 answers)

"The idea of finding myself in groups of people who always wanted to dominate or who thought they knew more made me less active. Contrary to my expectations".

"More organized system of discussion to let everyone have a chance to contribute. Same method to trim or cut-short verbose contributions".

"Sometimes I was prevented from speaking because the other fellow participants (some of them) liked to speak too much, at many times and even without respecting raised hands".

"Except that they may not have been relevant to others".

"But: encourage more on smaller group discussions to give chances to all individuals to contribute their ideas".

"Individual assignments/roles".

"It's rather unfortunate that I was home sick at the early stage of the course, and the Ramadan fasting weakened me towards the end".

V. ORGANIZATION AND CONDUCT OF PROGRAM

1. **How do you feel about the amount of time devoted to the following activities? (Check one answer for each item)**

	Too Little	About Right	Too Much
Lectures	1/20 (5%)	18/20 (90%)	1/20 (5%)
Plenary discussions	___	19/20 (95%)	1/20 (5%)

	Too Little	About Right	Too Much
Project financing simulation	4/20 (20%)	15/20 (75%)	1/20 (5%)
Procurement simulation	1/20 (5%)	16/20 (80%)	3/20 (15%)
Individual consultation with instructors	10/20 (50%)	10/20 (50%)	___
Individual consultation with course manager	4/20 (20%)	16/20 (80%)	___
Individual consultation with other IDLI staff	3/20 (15%)	17/20 (85%)	___

2. **In general, was the level of presentation...**

too simple: ---- **about right:** 20/20 **too complex:** ----

3. **The written materials used in this course have been...**

4 (8) - 5 (12): 20 answers

Not helpful — Very helpful

1 — 2 — 3 — 4 — X — 5

Range: 4-5 Average: 4.6

Do you have any suggestions for improving the materials?
(5/20 answers)

"Unfortunately, the time available during the course to read and study the provided materials was too short and perhaps if it would not be of too great an expense, the background materials (not the exercises) on each topic could be forwarded/enclosed with acceptances to the course in the future. Perhaps this would help the instructors in not spending too much time on background information".

"Be careful, some texts are cut out by the photocopy machine. Materials of lusting interest and longer duration may be published rather then photocopied".

"The printing materials should be clear. Too many photocopies made it too difficult to go through".

"The materials are all right. But they are very heavy and create problems for carrying them. If possible make them lighter in weight. Reduce excess luggage expenses of the participants".

"Just tell us in advance that we should have enough space in our luggage to carry the materials and how much we should we pay for it in overweight".

4. The issues and problems discussed during the training were...

4 (9) - 5 (11): 20 answers

Not relevant to my work			Very relevant to my work		
1	2	3	4	X	5

Range: 4-5 Average: 4.5

Do you have any suggestions for improving the issues and problems discussed during the training? (5/20 answers)

"I suggest that in case of simulated exercises the course manager should first of all check the number of participants who are conversant with the topic and split them as leader of groups. The problem was that when these were put together, we had no chance to participate. We danced to their tune".

"Attention should alos be given for legislative drafting".

"There should have been more time given to participants to read and study the materials".

"Instructor should be allowed to state their objectives before participants can be allowed to engage in discussions".

"Include the topic of Management Contracts on its own due to its importance to developing countries".

5. **To what extent, if any, did use of the English language limit your understanding or participation in the course?**

1 (15) - 2 (2) - 3 (1) : 20 answers

Not at all				Very much
1 X	2	3	4	5

Range: 1-3 Average: 1.2

6. **Were you satisfied with the sequence in which topics and activities were presented?**

Yes 15/20 (75%) **No** 5/20 (25%)

If not, what changes would you suggest?
(6/20 answers)

"I found out personally that the presentation of ILO on the last day of the course did not fit in with the context of the whole course. I found it difficult to relate ILO to development. The simulation exercise on procurement of goods could, I think, be spaced out with a day in between as people were tired and easily frustrated".

"Law and Development should be moved to week 11 when the participants' level of concentration and enthusiasm is generally declining".

"I suggest that a subject like Law and Development be presented towards the end of the course when the absorption of the participants is low since the topic does not demand a lot mentally. Tough topics like Direct Foreign Investment and T.O.T. should therefore be substituted"

"Topics like T.O.T. and ILO should have been in the week where Law and Development was scheduled. The academic topic could come last".

"Law and Development should come before International Project Financing and Procurement. Drafting should be immediately followed by reviewing and revising. Negotiation should come immediately before Project Financing".

7. How satisfactory was the overall length of the course?

Too short: 4/20 (20%) About right: 16/20 (80%) Too long: ----

8. Which of the topics included in the present course, if any, do you feel should be lengthened? (20/20 answers)

"Contracts for goods; construction, services, donor procurement rules".

"Foreign investment; transfer of technology; procurement of goods; construction contracts".

"Negotiation, monitoring, construction, disuputes (other than arbitration)".

"Construction, procurement, investments".

"Project financing; international commercial transactions".

"Project financing".

"Transfer of Technology".

"Negotiations; Project financing; Transfer of Technology; Procurement of goods".

"Law and Development; Transfer of Technology".

"Drafting".

"Construction contract/drafting and reviewing and revising".

"International arbitration (dispute settling); construction contracts".

"Contracts for goods; construction contracts".

"They are alright".

"Monitoring; direct investment".

"All topics especially after the skills development should have been presented in more time".

"Foreign direct investment and transfer of technology".

"Negotiation; construction contracts; direct foreign investment; international trade; international contracts for goods".

"All the topics are O.K.; the question of giving more time to important areas i.e. the first four weeks and construction contracts".

"Construction contracts; reviewing legal documents; negotiations; joint ventures".

9. **Which of the topics included in the present course, if any, do you feel should be shortened?** (17/20 answers)

"Donor procurement stimulation exercises because they have been mostly covered under project financing".

"Law and Development".

"Advising; drafting; law and development".

"Law and development".

"The topics are O.K. but the time is not sufficient to study these topics very well".

"Project financing; law and development".

"They are alright".

"Law and development should be shortened to two days".

"Law and development".

"Law and development".

"Law and development; drafting".

"Law and development".

"Law and development".

"For law and development, two days would suffice".

"Law and development".

"None"

10. **What additional topics, if any, would you like to see added to the Development Lawyers Course?**

"Barter trade".

"Financial law (franchising, factoring, banking)".

"Countertrade, European Development Fund (EEC-EDF), financing and international carriage".

"Debt rescheduling".

"Barter and Countertrade".

"Relation between the law and development should be well highlighted".

"Law and natural resources".

"Techniques of oral presentation of a case by showing video tapes of good presentations at extra time and by identifying the strong from the weak points".

"Debt rescheduling".

"Just enough".

"I believe the DLC should ideally be a 5 to 6 month-course".

"Barter and countertrade".

"Management contracts".

11. **What present topics, if any, would you like to see deleted from the DLC?**

"ILO"

"None".

"Nothing".

"None".

"None".

"None".

"None".

"None".

"None".

"ILO can be deleted; donor procurement rules didn't differ from project financing".

VI. COURSE INSTRUCTORS

1. In general the course instructors were:

4 (9) - 5 (11): 20 answers

Poor					Excellent
1	2	3	4	X	5

Range: 4-5 Average: 4.5

2. The visiting instructors seemed

3 (2) - 4 (7) - 5 (11): 20 answers

Unprepared					Well prepared
1	2	3	4	X	5

Range: 3-5 Average: 4.4

3. There were:

Too few visiting instructors: ----

Too many visiting instructors: ----

The right number of visiting instructors: 20/20 (100%)

4. Please fill out the instructor evaluation checklist in attachment 1.

VII. OVERALL SATISFACTION

1. **Please indicate your overall satisfaction with the course by circling a number on the scale below:**

4 (7) - 4.5 (1) - 5 (12): 20 answers

Poor				Excellent
1	2 X	3	4	5

Range: 4-5 Average: 4.6

Please write any additional comments which you wish to share in this regard. (5/20 answers)

"Background or introductory remarks are very essential to each topic since we do not all of us do similar work. Some are Court lawyers and other desk lawyers/professors".

"There is plenty of time for extra reading and homework. We can work even harder".

"Attending the course is the best thing that could happen to a practitioner (legal). Encourage formation of the IDLI alumni so that collectively we can effect the desired charge of development with support from each other".

"The course is very relevant to most of the lawyers from government and parastatal organizations, and the topics covered are very wide. The course is very short; it should be extended to at least 4 months".

"But there are too many areas that needed more time".

2. **The subject matter for this course is...**

4 (4) - 5 (16): 20 answers

Not important for my job				Excellent for my job
1	2	3	4	X 5

Range: 4-5 Average: 4.8

for Bulletin

Please write any additional comments which you wish to share in this regard. (4/20 answers)

"Although overall the subject matter is very relevant to my job, sometimes with certain subject matters e.g. negotiations, it would be difficult to say at this stage whether it would be of practical use i.e. where there has been no direct involvement in it prior to coming to the course".

"Pay attention to those applicants to whose jobs the course is relevant".

"The course is very relevant to my job and somehow I feel more confident to go back to my country and discharge the duties which hitherto I was not confident to undertake".

"I am particularly priviledged to have come to this course and since I'm not subject to any employment terms or regulations that would hamper the use of the skills I've acquired from this course, I am confident that I shall see results soon. Things can never be the same again. "Born again"! I have no apologies selling the course together with my professional services when I get back home".

3. **How valuable or beneficial has this course been, overall, in terms of your professional needs and responsibilities?**

4 (4) - 5 (16): 20 answers

Not at all			Very valuable	
1	2	3	4	X 5

Range: 4-5 Average: 4.8

Please write any additional comments which you wish to share in this regard. (2/20 answers)

"I intend to make written representations to the relevant authorities to acquaint them with the new me".

"The course has given me confidence in areas and topics which hitherto were only abstracts".

4. Of all that you have learned or experienced during the Development Lawyers Course, what will be the most useful to you professionally? (20/20 answers)

"All".

"Advising, negotiating, planning, construction contracts, prersonal service contracts, procurement of goods, and drafting".

"Reviewing and revising. Basically they are the skills acquired and introduction into new subject areas".

"Negotiating; advising; drafting; project financing; contract for goods and services, foreign direct investment and transfer of technology".

"The skills development and the project financing areas".

"Advising, drafting and negotiation skills, reviewing and revising legal documents".

"Project financing and contracts for goods".

"Negotiating; reviewing and revising; planning and designing".

"Negotiation skills, advising and procurement contracts".

"Negotiation, drafting, reviewing and revising, and project financing".

"Drafting, advising, reviewing and revising, negotiating".

"Negotiating; loan financing".

"Negotiating; financing projects, advising".

"Advising, negotiating, drafting; project financing and procurement".

"All skills learned here; advising, negotiating, reviewing and revising, resolving disputes. And how to share experiences with other lawyers".

"Advising clients, negotiations, drafting, reviewing and revising legal documents".

377

"In the short run: drafting, planning and designing. Next in time: advising and negotiating. After: all".

"Advising, project financing, construction contracting".

"Everything especially if I succeed to transfer or change jobs".

5. **Please check one of the following:**

I would recommend this course to other participants with backgrounds and interests similar to mine: 20/20 **(100%)**

I would not recommend this course to other participants with backgrounds and interests similar to mine: ——

If you would recommend this course to other participants, please list individuals or any organisations (with addresses if available) to whom course announcements should be sent. If such individuals are potential candidates for the DLC or other courses, please indicate. You may use the space provided in attachment 2 for this purpose.

6. **In addition to the comments you have offered above, do you have any other suggestions which we might be able to implement either in future sessions of the DLC or in other IDLI courses for developing country lawyers?** (13/20 answers)

"I wish we had accomodation near where we could stay together. The distance, changing buses, waiting for buses for long periods was boring".

"Library should, if possible subscribe to a quality English daily paper, if not then a political weekly covering Africa (African Business is restricted to trade and industrial developments) and 3 months is a long time to be out of touch with political events at home".

"I've made all my comments. Regarding the course thank you for all".

"Not right now. I'll file a report as soon as I get back home".

"Towards the end of the course, participants should be given at least two clear days off to arrange return. In the

alternative in the last week classes should start at 10 a.m. and end at 3 p.m. IDLI should arrange at least two weeks seminars as refresher course for previous participants of DLC. This could be organized in regions nearer our respective countries".

"Keep it up!"

"Each participant should be asked to make one (1) presentation during the course (20-30 minutes) on a topic of his or her choice which is relevant to the course and based on national experience".

"To include one subject in Law and natural resources".

"Send to employers of participants a sort of course report and evaluation thereof. Let universities in developing countries know what you are doing here. Come up with a quarterly bulletin where in participants write their experience after the course and distribute it".

"I think the last (4th) session should be devoted to reading rather than to normal lecture or other exercise".

"Participants should be encouraged to share their ideas and experiences with others through individual roles and assignments even if the participant appeared reluctant or shy".

"A course for the South Pacific region".

"The course should be extended to 16 weeks and the allowance raised. The Institute may wish to improve the transportation system encountered".

EVALUATION OF VISITING INSTRUCTORS
(by order of intervention)

EVALUATION BY PARTICIPANTS (DLC-5E)

DAY: March 9-11, 1988
INSTRUCTOR: Mr. William T. Loris
TOPIC: Advising Techniques

Number of Answer-sheets: 22

1) OVERALL SATISFACTION

Taking all factors into consideration, how satisfactory did you find the Course's overall treatment of this topic? (CIRCLE THE NUMBER WHICH MOST CLOSELY APPROXIMATES YOUR OPINION)

4 (1) - 5 (1) - 6 (15) - 7 (5): 22 answers *

* **Note:** The number of responses varies from a question to another for the participants often give nor or multiple answer to a same question.

Unsatisfactory					Very satisfactory
1	2	3	4	5	X 7

Range: 4-7 Average: 6

Comments: 18/22 answers.

"The role playing exercises were an excellent idea, but unfortunately not enough time was given to governmental advising situations and written advices. Perhaps some points on it would have been quite helpful".

"Considering advising as a whole process and considering that the interviewing technique was the most developed step of it. In this course, it would be interesting to pay some more attention to the gathering of facts (besides oral) in other ways and what is called the logical method for arriving to the legal solution as well as the psychological methods of making client define their goal".

"Overall very satisfactory and informative. The introduction (1st day) could be reduced. However with participants gainging the necessary understanding from the practical exercises and their assessment".

"The techniques we considered could be applied successfully in my present job. They could be applied in many situations, this is what makes the techniques peculiar".

"It provided an insight to shortfalls which as lawyers we never bothered to rectify because of assumptions e.g. I assumed that the lawyers role was not to advise client but to decide what was the best for his client".

"It was well planned. Super exercises and a lot of interesting examples. The style of presenting issues was also very good".

"I got an insight of how to do advising in a way that would produce results and lift a burden off my shoulders so that I don't have to worry about who my client is and whether my advice is having an impact on him".

"I feel something left uncovered".

"The instructor was able to impact on me the techniques on advising, by using the "Model". The facilities for advising were quite useful; to extract facts and to make me reach a solution".

"It gives one areas to concentrate on principles which when followed usually yield results i.e. steps to follow when advising, have enhanced ones ability".

"The method used (role-playing) is very effective".

"Its ability to address itself to real office situations".

"Good communication skill, directing and encouraging participants to try it themselves".

"It really helps to strengthen the career ability for further issues to cope with. I feel it complete satisfactory".

"More practical and real exercises should be used for to say that there were few case studies but I feel more could be done".

"I clearly understood different methods and techniques of advising".

"More required on time-management".

"It has been quite educative and much more practical. The approach was also encouraged".

2) THE TOPIC

2.1 How relevant is this topic to your work?

2 (1) - 4 (1) - 5 (1) - 6 (5) - 7 (14): 22 answers

Not relevant						Very relevant
1	2	3	4	5	6 X	7

Range: 2-7 Average: 6.3

Comments: 18/22 answers.

"As a legal officer it has been my responsibility to advice the management of my organization as such the few things I have learned will surely make me more effective back home".

"I think the topic is relevant to my work. I think I've built up enough confidence to enable me take on more advisory tasks".

"Because in most of my work I am dealing with papers instead of dealing with people".

"As I am a government legal officer, this topic is quite relevant to my job".

"The topic is very relevant, since the profession is concerned with these matters entirely".

"It has enabled me to work plan within some framework (i.e. facilitators) whenever I am called upon to advise my employer".

"It makes me more self-confident in doing my job".

"Advising takes a lot of my time writing opinions or delivering them in interviews (public instruction is my employer so it was/is very relevant".

"One of my job's descriptions is to advise, the corporation and its subsidiary companies or different type of things e.g. contracts, company law, labor law, etc.".

"Most of my day to day functions revolve around this particular area".

"No additional comment. The evaluation (7) speaks for itself".

"Everyday over 5 people come to see me for advice on legal issues and possibly over 10 apply for legal service and I have to pursue the instructions and advise my superior whether or not to accept instructions and if facts are poorly gathered it would be fatal".

"In most of the cases I am called to give a legal opinion i.e. when a matter involves legal issues. My employer always consults before he takes a decision. I am always given the chance to say something".

"Advising techniques are a very valuable asset to any lawyer and I feel more confident after the training on how to use them".

"Although one does not necessarily advise others on a daily basis, when it is required it is vital that it is done efficiently and effectively, within the shortest time possible. The best way to accomplish this is, of course, by having an effective and efficient method or model as was provided".

"My work consists basically in advising. It has showed me I should correct my interviews methodology".

"Because I work for a settlement committee".

"As a legal advisor, this is practically where most of the work is done. And perhaps in some cases the most crucial area is a particular case".

2.2 What changes, if any, would you recommend that IDLI make in the Course's scope of coverage of this topic? (For example, adding points, deleting points, or any other modifications.)

- I have no changes to recommend: 12/22 answers
- I can recommend the following change(s): 10/22 answers

"In the exercise part of the course (role playing) it may be useful to choose situations dealing with one particular aspect of the law at a time, e.g. one exercise on contracts, torts, etc.".

"They have been stated in point one".

"Shorten the introductory phase; a little more emphasis on distant (physically) clients; a little discussion on procedures

as sometimes these may have to be quite formal especially when the written advice is being submitted; in the practical sessions the participants should be restricted to the information provided and not be allowed to pull rabbits out of hats. The lawyers should sometimes be given no information at all".

"The number of actual court lawyers should be increased to say about 1/6 of the group".

"Add case studies of written instructions".

"Some reading should be required of the participants. Participants in addition, should be forced/urged to participate".

"Each participant should play the role of being advised and being the advisor to know how it feels and projects it".

"Emphasis should be more on finding a legal solution to a problem then otherwise".

"More written material required".

"To allow the participants to give much more practical experiences on their areas of activity".

3) **AMOUNT OF TIME ALLOTTED**

How adequate was the amount of instruction time allotted for the Course's treatment of this topic? (CHECK ONE RESPONSE)

Too little time:	About right:	Too much time:
2/22 (9%)	**20/22 (90.9%)**	——

4) **LEVEL OF INSTRUCTION**

How appropriate was the level of instruction in the Course's treatment of this topic?

Too basic:	About right:	Too advanced:
2/22 (9%)	**19/22 (86.3%)**	**1/22 (4.5%)**

5) **THE PRESENTATION BY THE INSTRUCTOR**

5.1 How satisfactory was the instructor's knowledge of this topic?

5 (1) - 6 (11) - 7 (10): 22 answers

Unsatisfactory							Very satisfactory
1	2	3	4	5	6	X	7

Range: 5-7 Average: 6.4

5.2 How satisfactory was the instructor's training ability?

6 (12) - 7 (10): 22 answers

Unsatisfactory							Very satisfactory
1	2	3	4	5	6	X	7

Range: 6-7 Average: 6.4

5.3 How satisfactory was the instructor's overall effectiveness?

5 (2) - 6 (10) - 7 (9): 21 answers

Unsatisfactory							Very satisfactory
1	2	3	4	5	6	X	7

Range: 5-7 Average: 6.3

5.4 What suggestions, if any, do you have for improving the instructor's presentation?

- I have no suggestions to offer: 17/22 answers
- I can offer the following suggestion(s): 5/22 answers

"The instructor is equal to the task and he is a learned person in the field and should keep it up".

"Try to know more about individual participants' ability to follow up the course and seek ways to motivate them to participate more".

"If the problem on which advice is sought let priorities be given to practising lawyers to demonstrate and if it is on opinion to superiors e.g. on grants and drafting thereof let those who deal with it begin".

"Organizing a bit more participation in class in order to avoid interruptions and allow everybody to give their opinion".

"Sometimes although it may be a good idea to have volunteers, it may be best that the instructor just choose a participant to do something because sometimes the participants feel uncomfortable in not volunteering".

6) TRAINING ACTIVITIES OTHER THAN THE INSTUCTOR'S PRESENTATION

6.1 How satisfactory were these activities, in terms of helping you to learn about this topic?

4 (1) - 5 (4) - 6 (12) - 7 (5): 22 answers

Unsatisfactory						Very satisfactory
1	2	3	4	5	X6	7

Range: 4-7 Average: 5.9

6.2 What suggestions, if any, do you have for improving the training activities?

- I have no suggestions to offer: **14/22** answers
- I can offer the following suggestion(s): **8/22** answers.

"Have some training activities in written advice in not "face to face situations" (client's far away for example)".

"If it were possible, we could interview law people. When it is between us and as we are all lawyers there are some factual situations we may miss".

"More video show".

"The visual aids i.e. video film and participation of each participant in the advising role should be enhanced".

"Try to present good/best advisors by means of video film and demonstrate how they do it. The film of the disorganized manager is very good".

"Make participants mandatory to active in participation".

"More guidance during practical exercises".

"More teaching aids should be provided like the TV and video for practical learning".

7) WRITTEN MATERIALS (FOR EXAMPLE, READING SELECTIONS, HANDOUTS, ETC. - AS APPLICABLE)

7.1 How satisfactory were these materials, in terms of helping you to learn about this topic?

3 (1) - 4 (1) - 5 (4) - 6 (11) - 7 (5): 22 answers

Unsatisfactory						Very satisfactory
1	2	3	4	5	X 6	7

Range: 3-7 Average: 5.8

7.2 What suggestions, if any, do you have for improving the written materials?

- I have no suggestions to offer: 14/22 answers
- I can offer the following suggestion(s): 8/22 answers

"Materials were a little brief, some detailed explanation may be useful".

"Give assignment to write solution in certain cases to exercise their ability".

"There are only minor typographical errors which distract attention".

"More reading material".

"I would suggest that where opinion is sought by a client from a law the instructor should provide a model answer. (Of course this is asking for too much)".

"The practical approach to the course is preferable to the making of handouts or massive notes".

"It could be interesting to have some articles related with advising if possible".

"The materials could also briefly highlight the points which the exercise is supposed to serve. A summarisation of what the instructor may consider essential points of the whole session may be helpful for the future reference by the participant upon returning to his country. Sometimes, a participant may spend too much time writing and losing out on some things during class".

8) AUDIOVISUAL AIDS (FOR EXAMPLE, TRANSPARENCIES, WALL DISPLAYS, FLIPCHARTS, ETC.—AS APPLICABLE)

8.1 How satisfactory were these audiovisual aids, in terms of helping you to learn this topic?

4 (3) - 5 (3) - 6 (10) - 7 (6): 22 answers

Unsatisfactory						Very satisfactory
1	2	3	4	5	X 6	7

Range: 4-7 Average: 5.8

8.2 What suggestions, if any, do you have for improving the audiovisual aids?

- I have no suggestions to offer: 15/22 answers
- I can offer the following suggestion(s): 7/22 answers.

"More demonstrative clips".

"Many more should be displayed".

"Model answers to problems".

"If possible to have a video on laywers advising each other or a lawyer to a client".

"Use cartoons or real pictures reflecting various posture of lawyers to confront his client and keep him talking".

"Giving handouts of the related subject shown in audiovisual aids".

"I think there could be more audiovisual aids since the method helps understanding more quickly".

9) WHAT OTHER COMMENTS OR RECOMMENDATIONS, IF ANY, WOULD YOU CARE TO OFFER TO ASSIST IDLI IN IMPROVING THE COURSE'S TREATMENT OF THIS TOPIC?

Too basic: 1/18 (5.5%) About right: 17/18 (94/4%) Too advanced: ——

- I have no suggestions to offer: 14/22 answers
- I can offer the following suggestion(s): 8/22 answers

"IDLI should keep the present trend up for the benefit of developing countries like my own".

"Could we have some case studies from same experienced practitioners to enhance our knowledge generally?".

"Perhaps participants should be given written exercises to do even if this will not be used for assessing at the end but just to find out whether one has understood the topic".

"More emphasis discussion in approach to advising between a laywer in private practice and a lawyer in public service".

"Every participant should act the chance of role playing activities".

"There should be some instructors communicate by written which calls for advice by written memorandum and where the lawyer would need to elicit information from numerous sources (invincible client cases)".

"I like it because it starts with asking participants to lay the basis i.e. define problems and causes thereof and solutions etc.".

"It is almost right but probably a bit too basic".

ANNEX Z

VISITING EXPERTS

DATA FORM

I. COORDINATES

Name: _____

Position: _____

Organisation: _____

Address: _____

Telephone: _____ Telex: _____

Nationality: _____

Language: ("x" as appropriate) English ____
French ____
Others _____
_____
_____

Please circle as appropriate

II. SUBJECT AREAS OF EXPERTISE

AGR Agrarian Law
ARB Arbitration/Dispute Settlement
AVN Aviation
BNK Banking/Finance (Bonds, Co-Financing, Debt, Loan Guarantees, Syndicated Loans)
COL Comparative Law
COM Commodity Agreements
CST Construction Contracts
CTR Countertrade
ENV Environment
EUR European Law
GPR General Practitioner
HUM Human Rights
INF Informatics/Telecommunications
INS Insurance
INV Foreign Investment/Bilateral Investment Treaties
LAB Labor Law

LAD Law and Development
LEG Legislation
LIC Licenses/Patents/Technology Transfer
LSG Leasing (International Equipment)
LTR Land Tenure
MGT Management
MUL Multilateral Corporations
PET Petroleum/Gas/Mineral/Electricity/Energy Law
PFC Project Financing (Donor Agencies)
PIL Private International Law
PMT Project Management
POP Parastatal Organizations/Privatisation
PRD Procurement (Donor Agency)
PRG Procurement (General)
PUA Public Administration
PUB Public International Law
SEA Law of the Sea
SHP International Shipping
STE State Enterprise
TAX Taxation
TRD International Trade
URB Urban/City Planning

Comments: _____

III. SKILLS AND INFORMATION EXPERTISE

DRF Drafting
NEG Negotiation
TNG Training
ADV Advising

Comments: _____

IV. GEOGRAPHIC AREA OF EXPERTISE

AF Africa
AS Asia
LA Latin America
ME Middle East (including Egypt)
NA North Africa
NO "North"
Other (please specify)

Comments: _____

IDLI VISITING INSTRUCTOR DATA BANK

CONSENT FORM

I acknowledge by my signature below that I have provided the International Development Law Institute (IDLI) with certain personal information, biographical data and descriptions of selected categories of professional expertise and experience which IDLI will enter and maintain in its computer-based visiting instructor data bank. I hereby consent to the entry and maintenance of the information I have provided in the visiting instructor data bank with the following understandings:

1. IDLI will use the information I have provided for the purpose of selection of visiting instructors for training programs and for maintenance of statistics and other information regarding past visiting instructors.

2. IDLI may, from time to time, share the data maintained as I have indicated below:

	YES	NO
a) With third parties seeking to identify individuals having the expertise, qualifications, or experience which I have indicated to IDLI that I possess;		
b) With third parties specifically seeking information as to my areas of expertise or experience;		
c) Other (Please describe)_____		

3. Upon receipt of a written request from me, IDLI will furnish to me a copy of all data being maintained in the data bank under my name.

_____
Signature

_____
Name (please print)

_____
Date and Place of Signature

COPY

DRAFT

September 9, 1988

Mr. Peter A. Thomas
International Trade and Investment Advisor
5119 Baltimore Avenue
Bethesda, Maryland 20816
U.S.A.

Dear Mr. Thomas:

I am writing to you at the suggestion of Mr. Michael Miklaucic who thought that you might be interested in knowing about the International Development Law Institute (IDLI) based in Rome.

For your information I am pleased to enclose our latest Training Program and Annual Report which provide more detailed information on the Institute and its programs.

I have also enclosed a Visiting Experts Data Bank form which you may wish to complete and return to IDLI. May I bring to your attention that IDLI relies heavily on outside experts who serve as visiting instructors on a short term basis, from one to three days. Should you wish to be considered for short term visiting instructor assignments in the future, the information provided will be entered into our computerized Data Bank.

Thank you once again for your interest in the Institute.

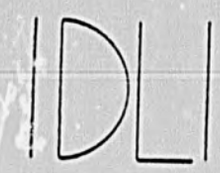
Sincerely,

L. Michael Hager
Director

enc.

DB/hb

391



International
Development Law
Institute

October 11, 1988

Prof. John A. Manwaring
Common Law Section, Faculty of Law
University of Ottawa
57, Copernicus
Ottawa, Ontario K1N 6N5
Canada

Dear Prof. Manwaring:

Thank you very much for your Visiting Instructor Data Bank Form which we have duly received and inserted in our computerized data bank.

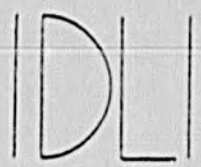
For your further information on IDLI please find enclosed our latest Annual Report and 1989 Training Program.

Thank you once again for your interest in the Institute.

Sincerely,

William T. Loris
Senior Program Legal Counsel

enc.



International
Development Law
Institute

December 13, 1988

Dr. Monika Voss
Rau, von Pander & Partner
Müllstrasse 9
D-8000 München 80
Federal Republic of Germany

Dear Dr. Voss:

I am writing to you at the suggestion of Dr. Nedim Peter Vogt of Bär and Karrar, Zurich who thought that you might be interested in knowing about the International Development Law Institute (IDLI) based in Rome.

For your information I am pleased to enclose our latest Training Program and Annual Report which provide more detailed information on the Institute and its programs.

I have also enclosed a Visiting Experts Data Bank form which you may wish to complete and return to IDLI. May I bring to your attention that IDLI relies heavily on outside experts who serve as visiting instructors on a short term basis, from one to three days. Should you wish to be considered for short term visiting instructor assignments in the future, the information provided will be entered into our computerized Data Bank.

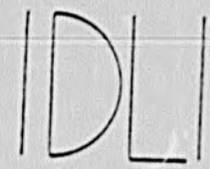
Thank you once again for your interest in the Institute.

Sincerely,

Johannes Kassahun
Program Legal Counsel

enc.

399



International
Development Law
Institute

February 3, 1989

Prof. Avv. Adalberto Tempesta
Legal Office
Via Prisciano, 8
00136 Rome

Dear Professor Tempesta:

I am writing to you in response to your December 10 letter, and your meeting with Professor William Tetley. I am pleased to provide you with our latest Training Program and Annual Report which give detailed information on the Institute and its programs.

I am also enclosing, for your reference, Visiting Experts Data Bank forms in both English and French which you, or any one else who may be interested, may wish to complete and return to IDLI. IDLI relies heavily on outside experts who serve as visiting instructors on a short term basis, normally from one to three days. The information provided will be entered into our computerized Data Bank and called up as training needs arise.

Thank you once again for your interest in the Institute.

Sincerely,

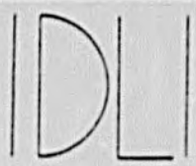
for.

William T. Loris
Senior Program Legal Counsel

450

ANNEX AA

ANNEX AA



International
Development Law
Institute

May 15, 1989

Professor Luigi Ferrari-Bravo
Head
Legal Department
Ministry of Foreign Affairs
P.le della Farnesina
Rome

Dear Professor Ferrari-Bravo:

Thank you for your letter of March 30, 1989 concerning the Headquarters Agreement to be concluded in due course between the Italian Republic and the International Development Law Institute when it becomes an intergovernmental organization. I have taken due note of your view that the Agreement between the Italian Republic and UNIDROIT would be the most appropriate model to follow and I appreciate your having sent me a copy of that text.

I now have pleasure in sending you herewith a revised draft of an Agreement between the Italian Republic and IDLI for your consideration. The text is only in English as we felt that at this stage in our informal contacts it would be preferable and more expeditious to reach an agreement on the basic questions of principle before having a text translated.

I am sure that you will immediately notice that the enclosed text is longer than the UNIDROIT Agreement and I should like to take this opportunity to explain some of the reasons therefor. While we appreciate the succinctness of the UNIDROIT text, it appeared to us that some of its provisions were not entirely free from ambiguity. But probably what is more important is that if certain provisions of that Agreement were to be applied to the Institute, the latter would not enjoy all the legal guarantees that intergovernmental organizations normally require, however specialized their functions or small their staffs. In this connection I have made provision in Article VI of the revised draft along with the necessary safeguards for those who will have dealings with the Institute. Moreover, the tax exemptions, and financial facilities granted to UNIDROIT, as well as the privileges and immunities accorded to representatives of UNIDROIT's member states and to the UNIDROIT staff, strike us as unduly limited. On these topics we have in general tended to follow the IFAD precedent. Finally, there

are a number of topics not referred to at all in the UNIDROIT Agreement which we believe should be covered, even if only in broad terms. These topics include protection of the headquarters seat, public services at the headquarters seat, juridical personality, freedom of transit and sojourn, settlement of disputes and the traditional final clauses (see Articles IV, V, VII, XII, XVII and XVIII of our revised draft respectively).

I very much hope that in the light of the above explanations you will find the enclosed revised draft a useful basis on which to proceed with our informal contacts at an early date. I therefore look forward to hearing from you.

Sincerely yours,

L. Michael Hager
Director

Draft: May 15, 1989

AGREEMENT BETWEEN THE INTERNATIONAL DEVELOPMENT LAW INSTITUTE (IDLI) AND THE ITALIAN REPUBLIC REGARDING THE HEADQUARTERS OF IDLI

ARTICLE I
DEFINITIONS

Section 1

In this Agreement:

(a) "headquarters seat" means:

(i) any land of building owned, leased, loaned or otherwise at the disposal of the Institute in the Italian Republic for the purpose of establishing its headquarters, including support facilities; and

(ii) with the concurrence of the Government, and for the duration of such use, any land or building in the Italian Republic which is temporarily used by the Institute.

(b) "Assembly" means the Assembly of states, groupings of states, or organizations provided for in the Agreement for the Establishment of the International Development Law Institute.

(c) "Board of Directors" means the Board of Directors of the Institute.

(d) "property of the Institute" means all property, including funds, income and other assets, leased, held or administered by the Institute under arrangements of trust, endowment, bail, pledge or otherwise, in furtherance of its constitutional functions.

(e) "archives of the Institute" means all correspondence, documents, manuscripts, still and motion pictures, films and sound recordings, belonging to or held by the Institute in furtherance of its constitutional functions.

(f) "staff of the Institute" means the Director and all members of the staff of the Institute appointed by or on behalf of the Director.

ARTICLE II
THE HEADQUARTERS SEAT

Section 2

(a) The Government shall provide or cause to be provided to the Institute, as long as its seat is in Italy, suitable premises and facilities for its functioning. If, in agreement with the Government, such premises or facilities are leased by the Institute in its own name, the Government shall bear the cost of the rent (including any condominio charges) and all fees and taxes connected with the lease.

(b) The Government shall pay or reimburse the expenses of the modification, remodelling and periodic renovation and major maintenance and repairs of the Institute's premises.

(c) The Institute shall pay the expenses of routine maintenance of its premises, including its furniture, equipment and other facilities, and for all communication and public utility services.

ARTICLE III
INVIOLABILITY OF THE HEADQUARTERS SEAT

Section 3

The headquarters seat shall be inviolable. No person exercising any public authority within the Italian Republic shall enter the headquarters seat to perform any duties therein except with the consent of, and under conditions approved by, the Director. The headquarters seat shall not be used in any manner incompatible with its functions.

ARTICLE IV
PROTECTION OF THE HEADQUARTERS SEAT

Section 4

The appropriate Italian authorities shall take such action as may be necessary to ensure the security and tranquility of the headquarters seat.

ARTICLE V
PUBLIC SERVICES AT THE HEADQUARTERS SEAT

Section 5

To enable the Institute to carry out its functions smoothly, the Government shall take such measures as may be practicable to ensure that the necessary public services are provided at the headquarters seat. In particular, if there is an interruption in such services, the Institute shall be accorded the same treatment as essential agencies of the Government.

ARTICLE VI
THE INSTITUTE AND ITS PROPERTY

Section 6

The Institute shall enjoy immunity from every form of legal process relating to any act or acts whether of a public or private nature, except in so far as in any particular case the Director shall have waived its immunity. Waiver of such immunity shall not be held to imply waiver of immunity in respect of execution of a judgement, for which a separate waiver shall be necessary.

Section 7

The property of the Institute and its archives, wherever located and by whomsoever held, shall be immune from search, attachment, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

Section 8

In view of the immunities provided for in Sections 6 and 7, the Institute shall make provision for appropriate modes of settlement of:

(i) disputes with its staff; and
(ii) disputes of a private law character arising out of contracts or other transactions to which the Institute is party as well as disputes of a non-contractual nature.

Section 9

In implementation of Section 8, the Institute shall establish appropriate procedures for the settlement of disputes with its staff. The Institute shall insert clauses in contracts with all other persons, whether physical or corporate, providing for the settlement of disputes by arbitration in a manner complying with generally accepted legal principles as regards impartiality and such matters as the possibility of the parties to state their cases. In addition, the Institute shall maintain adequate insurance or take other such measures to enable it to meet claims of a non-contractual nature.

ARTICLE VII
JURIDICAL PERSONALITY

Section 10

The Government recognizes that the Institute is an intergovernmental organization with international legal personality and capacity to perform legal acts required for the performance of its constitutional functions, in particular, to contract, to acquire and dispose of movable and immovable property, and to be a party to judicial proceedings when the Director has waived immunity.

ARTICLE VIII
COMMUNICATIONS AND TRANSPORT

Section 11

All communications directed to the Institute, or to staff of the Institute at the headquarters seat, and all outward communications of the Institute, by whatever means or in whatever form transmitted, shall not be subject to censorship or any other form of interception or interference. This Section shall also extend, inter alia, to publications, computer records, still and motion pictures, films and sound recordings.

ARTICLE IX
FREEDOM FROM TAXATION

Section 12

(a) The Institute, its assets, income, property and operations shall be exempt from all forms of direct taxation by the Government or any political or administrative division of the Italian Republic.

(b) All loans, grants, purchases and transfers of currencies or other financial papers, deposits, investments and all other transactions to which the Institute is a party, and all documents evidencing or relating to such transactions, shall be exempt from all taxes, registration and recording fees and documentary taxes.

Section 13

(a) The Institute shall enjoy, with respect to indirect taxation, the same exemptions and facilities as are granted to Italian state administrations. Notwithstanding the above, the Institute shall enjoy the exemptions and facilities provided for in Sub-Sections (b) to (e) below irrespective of whether or not they are granted to Italian state administrations.

(b) The financial operations and transactions of the Institute related to the attainment of its constitutional objectives and the performance of its functions as provided for in the Agreement for the Establishment of the International Development Law Institute, shall be exempt from all forms of indirect taxation.

(c) With respect to turnover taxes and, in particular, the Imposta sul Valore Aggiunto (IVA), the Institute shall enjoy exemption from the collection or payment of such taxes on important purchases. For the purpose of this Agreement the term "important purchases" shall mean the purchase of goods or the provision of services of a value exceeding 100,000 lira.

(d) The Institute shall be exempt from customs duties and all other levies, prohibitions and restrictions on goods of whatsoever nature, imported or exported by the Institute for its official purposes.

(e) The Institute shall, in particular, be exempt from customs duties and all other levies, prohibitions and restrictions on the importation of up to 2 motor vehicles, including spare parts therefor, required for its official purposes. The Government shall exempt such vehicles from the automobile tax and shall grant for each such vehicle an allotment of petrol or other fuels and lubricating oils in quantities and at rates prevailing for heads of diplomatic missions accredited to the Italian Republic. The Government shall issue for each vehicle a diplomatic or other suitable licence plate by which it can be identified as an official vehicle of an intergovernmental organization. The privilege granted hereunder shall be renewable when, in the opinion of the Institute, vehicles acquired hereunder require replacement.

ARTICLE X
FINANCIAL FACILITIES

Section 14

Without being subject to any financial controls, regulations or moratoria of any kind, the Institute may freely:

(a) purchase or receive any funds, securities, gold and currencies through authorized channels and hold and dispose of them;

(b) maintain and operate foreign or local accounts, funds, endowments, or other financial facilities in any currency in or outside of the Italian Republic;

(c) transfer its funds, securities, currencies and other items of value to or from the Italian Republic, to or from any other country, or within the Italian Republic and convert any currency held by it into any other currency.

ARTICLE XI
SOCIAL SECURITY SCHEMES

Section 15

The Institute shall ensure that members of its staff are covered by adequate social security provisions. In implementation of this Section the Institute may adopt its own provisions, or arrange for all or part of its staff to be covered by the social security provisions of the Italian Republic or of some other state.

ARTICLE XII
TRANSIT AND SOJOURN

Section 16

(a) The Government shall take all measures necessary to facilitate the entry into, sojourn in and departure from the Republic of Italy of the Institute's staff and their families, participants in the Institute's programmes and persons visiting the headquarters seat on official business, irrespective of their nationality. The Government shall not impede the transit of such persons to and from the headquarters seat. Any visas required by the persons referred to in this Sub-Section shall be granted without charge and as promptly as possible.

(b) The Director shall communicate the names of persons referred to in Sub-Section (a) to the Government, to the extent practicable, in advance.

ARTICLE XIII
REPRESENTATIVES OF STATES AND MEMBERS OF THE BOARD OF DIRECTORS OF THE INSTITUTE

Section 17

Representatives of States which have signed the Agreement for the Establishment of the International Development Law Institute ("Representatives") and members of the Institute's Board of Directors ("Board Members") while exercising their functions, shall enjoy the following privileges and immunities:

(a) personal inviolability, including immunity from personal arrest or detention;

(b) except as provided in Sub-Section (c), immunity from legal process of any kind with respect to words spoken or written, and all acts done by them in the performance of their official functions, it being understood that such immunity shall continue notwithstanding that the persons concerned may have ceased to perform such functions;

(c) immunity from legal process shall not apply to the civil and administrative jurisdiction of the Italian Republic in relation to an action for damages arising from an accident caused by a motor vehicle, vessel or aircraft used or owned by the persons concerned where those damages are not recoverable from insurance;

(d) inviolability of all papers and documents;

(e) exemption with respect to immigration restrictions, alien registration and national service obligations;

(f) the same facilities with respect to currency or exchange restrictions as are accorded to respresentatives of foreign governments on temporary official missions;

(g) the same immunities and facilities with respect to their personal and official baggage as are accorded to members of comparable rank of diplomatic missions;

(h) exemption, to the extent practiable, from all dues and taxes, personal or real, national, regional or municipal, with the exception of those specified in Article 34 of the Vienna Convention on Diplomatic Relations of 18 April 1961.

Section 18

A Representative or Board Member referred to in Section 17, who is a national or permanent resident of the Italian Republic, shall only enjoy the privileges and immunities provided for therein to the extent of immunity from jurisdiction and inviolability in respect of official acts performed by him in the exercise of his functions.

Section 19

Members of the families of Representatives or Board Members referred to in Section 17 accompanying them shall, if they are not nationals of, or permanently resident in, the Italian Republic, be accorded the privileges and immunities referred to in Section 17(a) and (e).

ARTICLE XIV
EXPERTS AND OFFICIALS OF ORGANIZATIONS

Section 20

Experts who are not members of the Institute's staff, when performing official missions on behalf of the Institute or serving on subsidiary bodies of the Institute, and officials of intergovernmental and non-governmental organizations visiting the headquarters seat on official business, shall be accorded the privileges and immunities necessary for the independent exercise of their duties.

ARTICLE XV
STAFF OF THE INSTITUTE

Section 21

The staff of the Institute shall be granted the following privileges and immunities:

(a) immunity from preventive arrest, except in the case of flagrancy, or of a crime committed in Italy for which imprisonment for not less than two years is provided for under Italian law, in which case the Italian authorities shall immediately notify the Director of any such arrest;

(b) immunity from seizure of official baggage;

(c) immunity from inspection of official baggage and, if the member of the staff is covered by Section 22, immunity from inspection of personal baggage;

(d) immunity from legal process of any kind with respect to words spoken or written, and all acts performed by them in their official capacity, it being understood that such immunity shall continue notwithstanding that the persons concerned may have ceased to be on the staff of the Institute;

(e) exemption from any form of direct taxation on salaries, emoluments, indemnities, pensions, and other benefits paid to them by or on behalf of the Institute;

(f) exemption, for members of the staff who are not Italian nationals, from any form of direct taxation on income derived from sources outside the Italian Republic;

(g) exemption with respect to themselves, their spouses, and relatives dependent on them, from all forms of immigration restrictions and alien registration;

(h) for members of the staff who are not Italian nationals, freedom to maintain within the Italian Republic or elsewhere, foreign securities, foreign currency and accounts in any currency, other movable property and immovable property. Such staff may freely take their foreign securities or foreign currency out of the Italian Republic, or effect transfers thereof outside the Italian Republic. Such staff may, during their service with the Institute or at the end of such service, take out of the Italian Republic up to 80% of the sums received from the Institute in Italian currency, as well as the equivalent of the full amount in any currency that they have brought into the Italian Republic through authorized channels;

(i) the right to import free of duty and all other levies, prohibitions and restrictions on imports, at the time of first taking up their post, their furniture and effects, including one motor vehicle in one or more separate shipments which shall be dispatched within a reasonable period of time;

(j) members of the Institute's staff, at levels to be agreed between the Institute and the Government, shall also be entitled to:

(i) import one motor vehicle every four years free of duty and all other levies, prohibitions and restrictions and, at the expiry of four years from the date on the certificate of importation issued by the appropriate Italian authorities, to nationalize and sell such motor vehicle free of duty in the Italian Republic;

(ii) exemption from automobile tax;

(iii) an allotment of petrol or other fuels and lubricating oils in quantities and at rates prevailing for members of diplomatic missions of comparable rank.

Section 22

In addition to the privileges and immunities specified in the preceding Section:

(a) the Director and any senior member of the staff acting on behalf of the Director during his absence from duty, shall be accorded the privileges, immunities and facilities granted to ambassadors;

(b) other senior members of the staff, the level and number of whom shall be agreed between the Institute and the Government, shall be accorded the same privileges, immunities and facilities as those accorded to the diplomatic staff of missions accredited to the Italian Republic.

Section 23

The Institute shall communicate annually to the Government a list of its staff.

Section 24

The Government shall issue to the Institute's staff, their spouses, and relatives dependent on them who are entitled to privileges and immunities and facilities, an identity card specifying the holder's status.

ARTICLE XVI
PURPOSE OF PRIVILEGES AND IMMUNITIES AND CO-OPERATION WITH THE ITALIAN AUTHORITIES

Section 25

(a) The privileges and immunities provided for in Articles XIII to XV are conferred in the interest of the Institute and not for the personal benefit of the individuals themselves. The authorities specified in Sub-Section (b) below shall have the right and the duty to waive immunity whenever it would impede the course of justice and can be waived without prejudice to the interests of the Institute.

(b) The authorities referred to in Sub-Section (a) shall be:

(i) the Governments concerned with respect to their representatives;
(ii) the Chairman of the Board with respect to Board Members;
(iii) the Assembly with respect to the Chairman of the Board of Directors, persons covered by Article XIV and the Director;
(iv) the Director with respect to other members of the staff, experts and officials of intergovernmental and non-governmental organizations.

(c) The Institute and its staff shall co-operate with the Italian authorities to facilitate the proper administration of justice, to secure the observance of police regulations and to prevent the occurrence of any abuse in connection with the privileges and immunities provided for in this Agreement.

(d) Without prejudice to the privileges and immunities conferred by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Italian Republic. Such persons, also have a duty not to interfere in the internal affairs of that State.

ARTICLE XVII
SETTLEMENT OF DISPUTES

Section 26

Any disputes between the Institute and the Government concerning the interpretation or application of this Agreement or any question affecting the headquarters seat or the relationship between the Institute and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred to arbitration, by a tribunal composed of three arbitrators: one to be appointed by the Director, one to be appointed by the Government, and the third, who

third within six months of the date on which both of them had been appointed, such third arbitrator shall be appointed by the President of the International Court of Justice at the request of either party. A majority vote of the arbitrators shall be sufficient to reach a decision, including decisions on procedural matters, which shall be final and binding on the parties.

ARTICLE XVIII
FINAL PROVISIONS

Section 27

(a) This Agreement shall enter into force upon an exchange of notes between the Director and the duly authorized representative of the Government.

(b) Consultations with respect to the amendment of this Agreement shall be entered into at the request of either party.

(c) This Agreement shall remain in force for such time as the Institute maintains its headquarters in the Italian Republic, unless it is terminated previously by mutual consent.

Done in Rome, in duplicate, in the English and Italian languages each text being equally authoritative, on this _____ day of _____, 19__.

FOR THE INTERNATIONAL DEVELOPMENT LAW INSTITUTE

_____
Signed

FOR THE ITALIAN REPUBLIC

_____
Signed

415

ANNEX BB

ANNEX BB

IDLI Staff: 1982 - 1989

1982 (2 professional + 3 support = 5 staff members)

L.M. Hager
G. Blanchi

D. Edelman
G. Merdy
A. Giammei

1983 (3 professional + 5 support = 8 staff members)

L.M. Hager
W.T. Loris
G. Blanchi

P. Ferraro (from November)
D. Edelman
V. Cameron
A. Giammei
G. Merdy (until December)

1984 (6 professional + 7 support = 13 staff members)

L.M. Hager
W.T. Loris
G. Blanchi
A. Ellouze (from August)
P. Ferraro
H.L. Ruttley (from June)

D. Edelman
V. Cameron
R. Marsilii (from Jan)
A. Giammei
C. de Wurstenberger (from August)
D. Martin (from April)
A. Johansson (from August)

1985 (6 professional + 8 support = 14 staff members)

L.M. Hager
W.T. Loris
G. Blanchi
A. Ellouze
H.L. Ruttley
P. Ferraro

D. Edelman (resigned in Sept)
V. Cameron
C. de Wurstenberger
R. Marsilii
A. Giammei
D. Martin
N. Laterza (from Feb. thru April)
C. Deslandes (from May)
M. Schiffer (from Oct.)
A. Johansson (on leave from Sept.)

1986 (6 professional + 9 support = 15 staff members)

L.M. Hager
W.T. Loris
G. Blanchi
A. Ellouze
H.L. Ruttley
P. Ferraro

V. Cameron (on leave from May)
N. Mughini (VC replacement from May)
C. Deslandes (on leave from May)
L. Blais (CD replacement from May)
C. de Wurstenberger (resigned in Sept)
S. Laganà (replacement CW from Oct)
R. Marsilii
A. Giammei
E.L. Abbot (from Jan)
D. Martin
M. Schiffer
F. Spinelli (replacement for AJ from Nov.)
M. Daly (from March to August)
A. Johansson (on leave until Sept, left in Nov)

1987 (6 professional + 9 support = 15 staff members)

L.M. Hager
W.T. Loris
G. Blanchi
A. Ellouze
H.L. Ruttley
P. Ferraro

V. Cameron (on leave until mid-Sept.)
N. Mughini (replacement VC until April)
M.E. Petroccione (replacement VC from April)
D. Martin (resigned in Sept.)
C. Deslandes (on leave until April)
L. Blais (Replacement CD until April)
E.L. Abbot (on leave from Nov.)
S. Badawi (replacement ELA from Oct)
R. Marsilii
A. Giammei
S. Laganà
M. Schiffer
F. Spinelli

1988 (6 professional + 11 support = 17 staff members)

L.M. Hager
W.T. Loris
G. Blanchi
A. Ellouze (contract ended in July)
H.L. Ruttley (resigned end March)
Y. Kassahun (replacement HLR from Oct)
P. Ferraro
V. Cameron (on leave from mid-Jan)

D. Martin (VC replacement from Jan)
E.L. Abbot (on leave until Oct)
S. Badawi (ELA replacement until Oct, then full contract)
C. Deslandes (on leave from August)
L. Capoccia (CD replacement from Oct)
M. Schiffer (resigned end Jan)
H. Batchelor (replacement MS)
D.O. Magnani (from Sept)
R. Marsilii
A. Giammei
M.E. Petroccione
S. Lagana
F. Spinelli

1989 (6 professional + 11 support = 17 staff members)

L.M. Hager
W.T. Loris
G. Bianchi
Y. Kassanun
A. Cordani (from Feb.)
P. Ferraro

M.E. Petroccione
F. Grassi (from Feb.)
E.L. Abbot (on leave from April)
R. Marsilli
S. Badawi
S. Lagana
F. Spinelli
H. Batchelor
C. Deslandes (on leave until Oct)
L. Capoccia (CD replacement until Oct)
A. Giammei
D. Magnani

ANNEX CC

FAX TRANSMISSION COVER SHEET

International
Development Law
Institute

NUMBER OF PAGES 11 (INCLUDING COVER SHEET) DATE: 28/6/89

TO: Ms. Anamaria Long, ANE Bureau FAX NO. (202) 647-3558
647 3557

ORGANIZATION: USAID

FROM: IDLI, Rome Italy

MESSAGE:

1. We plan dispatch via DHL on June 30 our just-published IDLI brochure and Training Program for 1990 and current alumni directory, with list of participants to date. Please advise if you were unable to obtain from CNN/Atlanta video copy of May 22 broadcast on IDLI and wish us send you copy.

2. Further your telcon last week, we received Prof. Singer's draft evaluation report on June 23. We applaud his report as comprehensive, fair and fully representative of the Institute. I am attaching nine pages of draft report with minor suggested factual changes noted. With respect to third para page 26 of report, some confusion on figures may result if distiction is not made between ANE administrative funds and fellowship funds (which include travel/per diem element not reflected in budget). Furthermore, believe it important to tie figures to 1988 financial year. We cannot confirm or refute figures in second sentence that para. Thus recommend deletion both second and third sentences that para.

3. During his visit to IDLI June 27, Mr. Fred Perry asked that we send to his attention project proposal revision based on current financial plan. We plan do so week of July 3.

IDLI Telephone Number: 872008 or 872378 Fax Number: 870333
Via Paolo Frisi, 23 - 00197 Rome, Italy - Tel. 872.008 - 872.378 - Telex 622381 - Telefax 870333

4. Wish express our deepest gratitude to you and ANE bureau for excellent evaluation effort. Since final evaluation document will be extremely helpful in our general fundraising, would appreciate your sending multiple copies to us by fastest means as soon as they are available.

All best wishes.

Rita Marili

for Pasquale Ferraro
Administration Manager

adequate in all respects and rather convenient to IDLI.

B. THE PHYSICAL PLANT

1. The Configuration of Space

Since its inception IDLI has had three homes. They have progressed since the days they were located over a noisy bar. The move to the premises at Via Paolo Frisi 23 has provided the staff with a sense of pride and also, for the interim, given the Institute presentable quarters. With the increase in the number of staff, a space "crisis" existed during 1987 which was partially remedied during 1988 when part of the ground floor of the building at Via Paolo Frisi 23 became available. The additional 120 square meters became part of the Institute on July 1, 1988 and provided a 20% increase in the overall physical space. The Administrative offices, library and photocopying facilities were relocated to the ground floor, making available significant improvements in the training and participant facilities two floors above. The improvements included two rooms for small group exercises adjacent to the large training room and a larger and more accommodating participant lounge. A reception area was also added to the ground floor facilities.

2. Future Housing Plans

The rent and utilities expended for the premises in 1988 was US$106,659. The continuation of this expense is dependent on the completion of the negotiation for the headquarters agreement. The Italian government may then provide the Institute with facilities without cost. The Institute is therefore faced with the possibility that the Italian government will ask them to move to facilities in a section of Rome that is unacceptable. With this in mind, the Institute has initiated in a preliminary way a search for adequate housing in the area of Rome they would prefer. They have located a possible future home close to their present location in Parioli. A careful consideration of how to proceed with the possible acquisition of this facility is now underway. If IDLI does get access to this desirable building, once the headquarters agreement is finalized the Italian government may cover the cost whether it be rent or mortgage payment.

C. MARKETING

One of the factors that has kept the Institute in good standing is the high quality of its marketing. Not only do members of staff travel regularly to meet people, but as the network they serve through the visiting instructor program and the the number alumni/ae grows, the support group for IDLI is expanded.

1. Gener[illegible] announcements

The cor[illegible] of the marketing program are the publications. There are essentially five publications that are disseminated from IDLI during each year: The Brochure, the Poster the Training Program Announcement, the Annual Report and the Bulletin. Great care is put into the planning, design and production of the publications. In 1988 over US$ 17,000 was spent on printing and reproduction and over $31,000 on postage and courier services. A large proportion of both of these figures relates to the marketing program. For example, when the Training Program Booklet comes out, usually at the end of May, announcing the following year's training program, it is sent along with two application forms, a Poster, and a brochure to a mailing list of over 2,700 persons including all alumni for whom there are addresses (virtually all) and to government and private sector organizations that have become part of the IDLI network.

a. The Brochure

This is a general information folder with pictures of participants explaining in general terms the nature of the Institute and the training program. It is redone ~~annually~~ every two years and is disseminated widely.

b. The Poster

The poster which is sent together with the Training Program announcement is a very well presented announcement of the training program. It lists the courses available for the coming year. It is sent out in June with the announcement of the program that commences in January of the following year. The lead time is over six months from the time the mailing is sent from Rome to the time the program begins.

c. The Training Program Booklet

The Training Program Booklet also come out annually to announce the training program for the following year. It provides much more detail than the Brochure. It gives the reader general information about IDLI, the full scope of the training program with a description of the Course, the Seminars and Workshops. It then presents the schedule, with a 200 word description of each course and seminar. This is followed by a description of the admissions procedure including: participant qualifications, admissions requirements, selection criteria, application procedure, accommodations and attendance policy. The rest of the Booklet deals with costs, financial procedures, and fellowships. It is well presented and revised each year.

d. The Annual Report

This is the product of the administration's submission to the Board of Directors at their annual meeting in March.

V. FINANCIAL OPERATIONS

A. OPERATING FUNDS

IDLI operates on approximately US$ 1.5 million a year. Their revenues for 1988 were:

1. Tuition.....	592,534
2. Grant Income.....	1,284,504
3. Endowment Income..	54,180
4. Interest income...	48,905
5. Workshop Income..	94,635
TOTAL...	$2,067,192

Total expenses for 1988 were US$ 1,739,905. (For a breakdown of the 1988 income and expenses, see Annex L. The excess of support and revenue over expenses for 1988 is $327,287. If one looks at this figure, it is clear IDLI had a profit for 1988. This surplus of funds will be dealt with in Section B. below.

Administrative Funds in 1988 $128.08 net 9.7%

Of the total revenue AID/ANE accounted for ~~$138,047~~ or ~~10.3%~~ of expenditures. However, of the total 1988 revenues AID/ANE ~~only~~ accounted for 15.6% ~~[illegible]~~. ~~If the ad hoc grants from the USAIDs are added to the ANE figure, the total AID revenues were $285,117 or 11.8%. Aside from the Italian contribution that is the largest~~.

Financial support for the Institute is now quite widely spread. The 1988 operating fund, other than tuition and interest came from the following sources:

1. Agency for International Development
2. Canada (CIDA)
3. Italy
4. The Netherlands
5. Sweden (SIDA)
6. Australia
7. France
8. Japan
9. World Bank
10. Exxon ~~Foundation~~ Corporation
11. MacArthur Foundation
12. The Arab Fund
13. OPEC FUND

Of these donors, the Italians make the largest contribution and after the AID funds, the Canadians and the MacArthur Foundation both provide over $100,000.

The financial statement from 1984 through 1988 appear to be very similar (Annex M). There has been a constant attempt to keep expenditures as low as possible in order to try and build a capital fund from unrestricted grant monies. With the use of money on a first in first out (restricted monies get used up first) basis, the Institute has been able to create its own

general endowment.

1. Pro Bono Contributions

It has been stressed that the Institute receives significant in kind contributions. An important part of the instructional program is the participation of visiting instructors from a variety of sources. The reality is that while there are significant contributions made to the Institute through the pro bono contribution of International Organizations and Law Firms, there is still a significant outlay by the Institute to maintain the visiting instructor participation. The Institute prepared an estimate of Pro Bono Services received in 1988 which included all the funds that they did not lay out because law firms, governments or international organizations provided the contribution. By using their honorarium ($250)and per diem (~~$141~~ $110 figures (which are considered low by many) and calculating travel at business class fares (when in reality many of the visiting instructors actually travel first class or even Concorde) the total pro bono contribution to IDLI for 1988 was US$55,380. See, Annex N which itemizes the expenses it did not have for 1988.

2. In Kind Contributions

It is also important to consider the consistent in kind contributions from organizations. AID has contributed regularly by sending members of the General Counsel staff from Washington or regional Legal Advisors to IDLI as visiting instructors. In 1988, as usual, two AID lawyers represented the Agency. The World Bank, CIDA and the European Investment Bank are also regular providers of in kind contribution.

B. FINANCIAL SECURITY

1. Creation of a surplus

Through careful administrative planning and the use of AID funds on a first-in first-out basis, the Institute has been able to use unrestricted funds to create a fund with the excess of support and revenue over expenses. This fund represents one of the mechanisms through which the Institute is building towards self sufficiency. As will be seen, the fund, together with the restricted endowment, the unrestricted general endowment and the operational reserve has allowed the Institute to generate a portion of its operations and administrative support budget needs from an internally controlled source. However, these funds do not yet allow the Institute to forego donor support. This is, however, how one builds towards self sufficiency. As will be seen below, the ongoing support commitments after 1989 are far from secure and even if the investments of the endowment were to realize a maximum amount, they would not support the programs.

427

2. Endowment

The endowment of the Institute takes two forms. The donor endowment funds and the general endowment. The funds are administered by the London office of the United Bank of Kuwait which reports monthly to the Institute.

a. Donor Endowment Funds

The donor endowment funds represent restricted endowment contributions by donors which to date are the Kuwait Fund for Arab Economic Development and the Arab Fund for Economic and Social Development. The guidelines set out by the Institute for the investment of endowment funds requires that investment be in US dollars; the instruments should be Deposits, Certificates of Deposit, Floating Rate Notes or Fixed Rate Bonds (all bonds should be tax free); The instruments should not mature more than five years from date of investment; all the investments should be of prime quality, equivalent to the 'A' rating in the analysis done by Moody's Investors Services; and there should be no investment whose primary purpose is to finance arms and munitions. The current investment of the Kuwait Fund principal [redacted]

at December 31/1988 was:

		Total value	
1. Eurobond:	42,000.00 Toyota 8.00% 290391	~~43,412.57~~	43,059.5
2. US Treasury Bonds:			
	70,000.00 US Treasury 8.75% 150893	~~63,330.71~~	72,377.6
	153,000.00 US Treasury 8.875% 150294	~~152,001.63~~	153,281.2
3. Warrants:	310.00 Gen Elec Warrants 171292	~~2,170.00~~	2945.0
4. Cash:	140,874.67 Money at call	~~140,911.84~~	135,779.[illegible]
	TOTAL	$~~407,633.85~~	407,443.[illegible]

$188,448.80

The Arab Fund investments are structured similarly. The fund has a total value of ~~$189,037.38~~. The total value of the Donor endowments at the end of 1988 was ~~$502,925~~. The accrued interest on both accounts is transferred out of the endowment fund and in the case of the Kuwait fund utilized for the operations and administration of the Institute or as an addition to the Institute's general endowment funds. The income accrued as of December 31, 1988 was transferred to the Institute's general endowment fund. The accruals from the Arab Fund endowment were applied to the fellowship fund in 1988. The donor endowment funds earned $28,438 during 1988 a decrease from the $43,457 earned in 1987 reflected by the poor performance of the bond market. This led the Institute to make investment alterations as will be seen immediately below in the discussion of the General Endowment Fund.

$595,871.30

b. General Endowment Fund

At the Fourth Annual Meeting in 1986, the Board of Directors authorized the creation of a general endowment fund, to set aside funds which would be available for future years' operations and to maximize investment return. An initial $50,000 deposit was

428

	1988	1987
(a) Unrestricted		
Unrestricted operating funds	820,970	849,350
Operational reserve	200.000	200,000
General Endowment fund	800,000	450,000
	1,820,970	1,499,350
(b) Restricted:		
Donor endowment funds	582,925	582,925
Total fund balances	2,403,895	2,082,275

		1986	1985
(a) Unrestricted:			
Unrestricted operating funds		1,035,944	642,483
General endowment fund		50,000	
		1,085,944	642,483
(b) Restricted:			
Donor endowment funds		474,444	474,444
Total fund balance	$1,560,388	~~1,610,388~~	1,116,927

Over a four year period due to good management practices and the availability of both unrestricted and restricted operations and administrative funds, there has been a steady increase in the balance of the endowment and reserve funds.

C. FUND RAISING

Fund raising for IDLI has been successful to date. Annex O shows the commitments beyond 1989. Other than the income generated by the two restricted endowment funds, the income from the general endowment fund and $140,000 from the Canadian Government (CIDA) there is no commitment. IDLI continues to receive short term commitments from virtually all of its donors. This makes long term planning difficult. The 1989 donor commitments have been as follows:

Donor	Admin	Sp. Prog.	Fellowships
Arab Fund Endowment			**
CIDA (Canada)	140,000		
Exxon Corp.	5,000		
Gov't of Australia	42,905		
Gov't of France			6 Fellows *
Gov't of Italy	700,000		34 Fellows *
Gov't of Netherlands	~~15,000~~ 14,000		66,000
Gov't of Switzerland	50,000		
MacArthur Foundation		25,000	102,548
Kuwait Fund Endowment	**		
SIDA (Sweden)	10,500		68,500
		30,000	

Govt of Netherlands

429

AID/ANE (USA)		23,917		74,474
TOTAL	$ 1,021,322	~~$993,322~~	$25,000	$311,522

* - Number of Fellowships committed for 1989
** - Year end earnings on endowment fund.

1. Continued Need to Raise Funds

The 1989 commitments pretty much parallel the commitments that have been made to IDLI since their inception in 1982. The total amount of donor money that has been received through the 1989 commitments is reported in Annex P. It should be noted, however, that IDLI's two largest and most consistent donors have been the United States through AID (26.54%) and Government of Italy (33.84%) who have each contributed that per cent of the total received.

Fund raising continues to be a full-time preoccupation with the Director. It is clear that there is room for concern when the only commitment for 1990 is the $140,000 from the Canadians, plus, of course the tuition money. For 1988 just under 35% of the net revenue is attributed to tuition. This should increase in 1989 because of the tuition increase.

2. Distinction between direct Grants and Ad Hoc Funds

Tuition funds come from a mixture of direct grants to the Institute and donor activity in the country from which the participant comes. Thus, USAIDs may fund specific participants; their donation is separate and above any direct grant from AID Washington. This is also true of SIDA activity. The Swedish government has made a direct grant to IDLI to cover fellowships, but at the same time SIDA funds participants from their country missions.

The fact that additional funds are available because of mission fellowships, on the one hand, provides the Institute with a secondary source of donor funds. On the other hand, as has already been noted, it makes the admissions process more difficult because there is always the balance between using the available internal IDLI fellowships and waiting to see if persons will receive funds from outside. One also finds that sometimes the employer of a participant will provide the necessary funding, making the admissions process less complicated, especially if the person is otherwise qualified to participate.

3. Self Sufficiency and the Endowment

With these perils, the fund raising becomes especially crucial. It is not possible to quantify needs with precision, unless the goal is to be completely self sufficient, and then it is possible to be more accurate as one can determine how much fellowship money is necessary. The Institute has been consistent

430

Chapter 3 - Procurement of Equipment and Materials
Chapter 4 - Cost Principles for Borrower/Grantee Contracts

Ted Carte

It has also become the rule that a member of the AID General Counsel's staff or a Legal Advisor from one USAID presents the AID procurement rules over a two day period. Mr. [redacted] did so in DLC6E. Once again IDLI presents a very broad spectrum of procurement rules. There is a simulated procurement exercise from the hypothetical Republic of Kadzaba. The participants are divided into four teams. They enter into the negotiations over the procurement. Each team represents each side to the agreement on a rotating basis. I witnessed this process during the evaluation. It was most impressive to see how seriously the team members were involved in the negotiation and how they made an effort to apply the skills they had learned in the first part of the Course. At the end of the negotiation sessions, as is done throughout the course, the participants did a retrospective on what was happening and why they did what they did as well as to explain the rational behind their positions.

c. Foreign Investment

The final portion of the course involves foreign investment and the role of law in development. Once again the materials were long and technical. This time most of the foreign investment materials were from the Commonwealth Development Corporation. Once again a simulation involving a transfer of technology problem was included in the materials.

7. End of Course Fatigue

By the end of the eleventh week, the participants had already been handed out over thirty five pounds of materials, been through numerous simulation exercises and began to think of post course activities or the return home. The visiting instructor presenting the materials on foreign investment was asked by the participants to lecture rather than engage in a participant oriented process. Although the simulated technology transfer problem was completed, it seems that the sheer volume of the foreign investment materials at the very end of the course, coupled with the fact that it was time to terminate, appear to be the reasons for the reaction of the participants.

8. Termination Proceedings

The last few days are set aside for terminating events including an evaluation of the course by the participants and a ceremony where the participants receive their certificates. Among the final course activities are three problems concerning reentry to country and job following the twelve week intensive experience at IDLI. Because many of the participants go through an experience that alters their perception of what a lawyer is in a general sense and what their jobs are in a more personal one an

431

e. Negotiation Techniques, - To take place in Bamako, Mali sometime in 1990
f. Negotiation Techniques - to take place in Bogota, Columbia some time in 1990 - plan to be developed.
g. Planning and Drafting of International Service Contracts, March 26-April 7, 1990 - Kinshasa, Zaire
h. Drafting Tourism Management Contracts, to take place during 1990, Praia, Cape Verde.

F. STAFF INTERVENTIONS

The senior staff of IDLI has intervened at a variety of conferences and workshops. The practice began when the Institute was new and it has continued. During 1988 five specific interventions were made at a variety of meetings. The intervention allows persons with an interest in subject matter similar to that of IDLI to get to know the staff members. This subject has been dealt with above in III.C.4.

G. OTHER ACTIVITIES

IDLI convenes Colloquys and Consultative Meetings from time to time. The first consultative group was convened in May 1983 in a Curriculum Planning Workshop. Twenty three legal and training experts from around the world met to assist in the design of the Institute's first program. IDLI also invites professional organizations and donor agencies to participate as observers at its Annual Board Meetings.

1. Consultative Meetings

In 1986 a group of donor agencies and professional organizations was convened in Rome to show them the Institute first hand and to hear their views about the activities that IDLI should pursue. The Consultative meeting was opened by the President of IFAD who welcomed all and made warm statements to those gathered about the work of IDLI. The consultation proved to be worthwhile as many new ideas were generated by the group. For a closer look at the deliberations, excerpts are presented in the IDLI Annual Report for 1985-86. IDLI is talking about convening a group to discuss the issues of adding Spanish language training.

2. Colloquy

8-10

IDLI has now proposed that a Colloquy be convened in Rome tentatively, November ~~[illegible]~~, 1989 for three full working days (six hours per day) to discuss "The Debt Crisis: Techniques in Transition." A request has been sent to ~~the Italian Bankers Association for a grant of approximately US$ 10,000 (14 Million Lira) and the use of their headquarters at the Altieri Palace.~~ No fee is to be charged the participants. However, they will be expected to cover their own international travel and per diem costs. The proposal is to bring together twenty to thirty legal

potential sponsor in Italy

432