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**USAID Development Objective Grant Agreement
No. 635-AAG-635-01**

DEVELOPMENT OBJECTIVE GRANT AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE REPUBLIC OF THE GAMBIA

FOR

DEMOCRACY, PEACE AND STABILITY ENHANCED

Dated: August 10, 2021

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DEVELOPMENT OBJECTIVE GRANT AGREEMENT

Dated: August 10, 2021

Between:

THE UNITED STATES OF AMERICA, acting through the United States Agency for International Development ("USAID")

And

THE REPUBLIC OF THE GAMBIA (hereinafter referred to as the "Grantee")

Article 1: Purpose

The purpose of this Development Objective Grant Agreement (the "Agreement") is to set out the understanding of the parties named above (the "Parties") in connection with the Development Objective described below and further detailed in Annex 1 to this Agreement.

Article 2: Development Objective and Results

Section 2.1: Development Objective.

The Development Objective is: *Democracy, Peace and Stability Enhanced*. A full description of the Objective is contained in the Amplified Description in Annex 1 of this Agreement.

Section 2.2: Results

In order to achieve that Objective, the Parties agree to work together to achieve the following overarching result: *Democratic Governance Strengthened*.

A detailed description of the Result is provided in Annex 1. This Result aligns with and supports the overarching goal under the Grantee's National Development Plan (the "NDP") to deliver good governance and accountability for the wellbeing of all Gambians, as further described in Annex 1. Within the limits of the definition of the Objective in Section 2.1, this Section 2.2 may be changed by written agreement of the authorized representatives of the Parties without formal amendment to the Agreement.

Section 2.3: Annex 1, Amplified Description. Annex 1, attached and an integral part of this Agreement, amplifies the above Objective and Results. Within the limits of the definition of the Objective in Section 2.1 and the Results in Section 2.2, Annex 1 may be changed by written agreement of the authorized representatives of the Parties without formal amendment of this Agreement.

Article 3: Contributions of the Parties

Section 3.1: USAID Contribution

(b) Except as USAID may otherwise agree in writing, USAID will not issue or approve documentation which would authorize disbursement of the Grant for services performed or goods furnished after the Completion Date.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, are to be received by USAID no later than nine (9) months following the Completion Date, or such other period as USAID agrees to in writing before or after such period. After such period USAID, at any time or times, may give notice in writing to the Grantee and reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, were not received before the expiration of such period.

Article 5: Conditions Precedent to Disbursement

Section 5.1: First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by USAID of documentation pursuant to which disbursement will be made, the Grantee will, except as USAID may communicate otherwise in writing, furnish to USAID in form and substance satisfactory to USAID:

(a) A written opinion of legal counsel acceptable to USAID that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all its terms, and all internal actions and approvals necessary to give effect to this Agreement have been obtained by or on behalf of the Grantee; and

(b) A signed statement in the name of the person holding or acting in the office of the Grantee as specified in Section 7.2, which designates by name and title of any additional representatives, each of whom may act pursuant to Section 7.2.

Section 5.2: Notification. USAID will promptly notify the Grantee when USAID has determined that a conditions precedent has been met.

Section 5.3: Terminal Dates for Conditions Precedent. The terminal date for meeting the conditions specified in Section 5.1 is sixty (60) days from the date of effectiveness of this Agreement, or such later date as USAID may agree to in writing before or after the above terminal date. If the conditions precedent in Section 5.1 have not been met by the above terminal date, USAID may, at any time, terminate this Agreement by written notice to the Grantee.

Article 6: Special Covenants

Section 6.1: Permits, Other Approvals, and Authorizations

The Grantee, including the appropriate Government of The Gambia ministries and offices, hereby covenants and agrees to issue, renew and/or extend free of charge and in a timely manner all official permits, visas, exemptions and any other permissions (including all approvals as may be required from time to time to ensure full access to information, project sites and relevant offices) for the Applicable Persons (as defined below) carrying out activities financed by USAID under this Agreement (collectively, the "Required Documents"). For purposes of this provision, Applicable Persons is defined as: (a) employees and consultants of any contractors, grantees and other organizations carrying out activities financed by USAID under this Agreement and (b) members of such employees' and consultants' households. Any renewals or extensions of such Required Documents that are required, or become required, in order for such employees, consultants and dependent family members to legally reside in The

Director, USAID/Senegal, each of whom, by written notice, may designate additional representatives for all purposes other than signing formal amendments to the Agreement or exercising the power under Sections 2.2 or 2.3 to revise Annex 1. The names and titles of the additional representatives of the Grantee, with specimen signatures, will be provided pursuant to Section 5.1(b) to USAID, which may accept as duly authorized any instrument signed by such additional representatives (or any individuals subsequent holding or acting in the office of such additional representatives) in accordance with this Section 7.2, in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 7.3: Standard Provisions Annex. A "Standard Provisions Annex" (Annex 2) is attached and forms part of this Agreement.

Section 7.4: Language of Agreement. This Agreement is prepared in English.

Section 7.5. Effectiveness. This Agreement will become effective upon ratification by the National Assembly of the Grantee.

Section 7.6. Counterparts: Electronic Signature. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect and enforceability as an original signature.

ANNEX 1

AMPLIFIED DESCRIPTION

I. Introduction

This annex describes the activities to be undertaken and the results to be achieved with the funds obligated under this Development Objective Agreement for Enhanced Democracy, Peace, and Stability. Nothing in this Annex 1 shall be construed as amending any of the definitions or terms of the Agreement.

II. Background.

After 22 years of authoritarianism, the new Government of The Gambia seeks to bolster democratic institutions accountable to the Gambian people on the foundation of rule of law. However, The Gambia is at a critical juncture: government and civic actors demonstrate a commitment to democratic reforms, but face capacity shortfalls - a problem that spans government branches, institutions, agencies, officials, and civil society and media, and impedes reform. USAID assistance will prioritize expanding and protecting the Gambian democratic progress by enhancing the agency of both citizens and civil society, and strengthening institutional and human capacity within the branches (Executive, Legislative, Judicial) of the Government of The Gambia. USAID assistance will protect and promote the advancement of civic and political rights in The Gambia by enabling civic actors to exercise and promote their civil and political rights in a safe and secure manner, to advance the capabilities of the justice sector to safeguard and advance these rights, and to capacitate the institutions of governance to deliver government services transparently, equitably, efficiently, and effectively.

The Gambian government is committed to the Gambian people to institute good governance and human rights practices by restoring and strengthening internationally accepted processes, systems and institutions of democratic governance. USAID will continue to assist the government to strengthen participatory, representative, and inclusive political processes, while helping to reform the legacy governance structures that enabled the human rights violations of the past.

After years of intimidation and repression, especially of independent or critical voices, the independent media sector has been weakened and requires development of the capacity to conduct independent journalistic analysis and investigation. USAID will promote press freedom and freedom of expression by cultivating burgeoning enthusiasm in the media sector and reinforcing ethical and professional standards. It is also critical to ensure and promote social cohesion, inclusion of traditionally marginalized groups, and the protection of human rights in society and also within journalistic practices.

III. Funding.

Financial Plan. The financial plan for the Program is set forth in the attached Appendix A: Illustrative Budget.

- 1) Under this Agreement, USAID will finance the *USAID Promoting Rights and Justice in The Gambia* (PRJ) activity, an Associate Award under the Human Rights Support Mechanism Leader with Associate award. The following are illustrative activities of the PRJ activity:
 - a) Modernized case management systems and practices; enhanced court administration, including testimony recording and transmission system; training government officials in how to identify human trafficking victims and support potential victims among vulnerable groups.
 - b) Training judiciary members, Anti-Corruption Commission employees, and investigators to enforce the anti-corruption law when passed and strengthen anti-corruption efforts.
 - c) Human rights sensitivity and ethics and anti-corruption training with legal professionals, potentially in partnership with relevant local CSOs and actors.
 - d) Mobilize existing actors or networks to collaborate on issue-based campaign activities related to access to justice, human rights, or civic space constraints; strengthen the capability of CSOs to undertake research to develop the analytic basis for reform and advocacy efforts, including the status of minority rights and inclusion in Gambian civic and political processes; raise Gambian citizenry awareness of labor and sexual exploitation / trafficking.
 - e) Support efforts by CSOs to monitor constituent-relevant political or civic rights violations and improve CSOs' communication and outreach skills.
 - f) Capacity building of civil society and media entities to monitor and evaluate the impact of draft or enacted legislation, including how legal and regulatory frameworks affect the ability of men, women, religious and ethnic minorities, persons with disabilities, or youth's ability to participate in civic and political activism; facilitate engagement and dialogue between civil society and policy actors to encourage less restrictive laws and an improved relationship with regulatory and decision-making authorities.
- 2) USAID may competitively award one or more contracts, cooperative agreements and/or grants to private firms, Non-Governmental Organizations (NGOs), or other eligible entities to implement additional activities that will contribute to the attainment of the Development Objective described above.
- 3) In addition to the instruments referred to above, USAID may engage a number of centrally-managed instruments to implement program activities to further contribute to the Development Objective described above.

VII. Roles and Responsibilities of the Parties.

USAID will ensure the successful implementation of the Agreement by implementing projects in close coordination with Grantee counterparts. Joint planning, monitoring and review mechanisms will be developed in coordination with the Ministry of Justice and any other relevant Ministry that is substantively involved in the implementation of USAID-supported projects. USAID will strengthen coordination and information sharing with the Grantee through regular joint portfolio reviews and other regular partnership meetings to review progress in achieving the results described in the Agreement.

USAID will support the Grantee and civil society capacity to undertake independent evaluations and utilize findings to improve results and address deficiencies. Additionally, evaluations will be conducted by USAID when deemed necessary to address specific problems. These evaluations will assess the effectiveness of development approaches, technical interventions and/or the sustainability potential of activities supported under this Agreement. The results and lessons learned from these evaluations will be shared widely to improve coordination and program effectiveness.

ANNEX 2
STANDARD PROVISIONS

Section D.2. Disbursements for Local Currency Costs.

Section D.3. Other Forms of Disbursements.

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Section F.5. Terrorist Financing

Standard Provisions

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Section B.4. Taxation.

(a) **General Exemption.** The Agreement and the assistance thereunder are free from any taxes imposed under laws in effect in the territory of the Grantee.

(b) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to (1) any activity, contract, grant or other implementing agreement financed by USAID under this Agreement; (2) any transaction or supplies, equipment, materials, property or other goods (hereinafter collectively "goods") under (1) above; (3) any contractor, grantee, or other organization carrying out activities financed by USAID under this Agreement; (4) any employee of such organizations; and (5) any individual contractor or grantee carrying out activities financed by USAID under this Agreement.

(c) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to, the following taxes:

(1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use and re-exportation of goods or the personal belongings and effects (including one personally-owned automobile) for the personal use of non-national individuals or their family members.

Exemption 1 includes, but is not limited to, all charges based on the value of such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo.

(2) Exemption 2. Taxes on the income, profits or property of all (i) non-national organizations of any type, (ii) non-national employees of national and non-national organizations, or (iii) non-national individual contractors and grantees. Exemption 2 includes income and social security taxes of all types and all taxes on the property, personal or real, owned by such non-national organizations or persons. The term "national" refers to organizations established under the laws of the Grantee and citizens of the Grantee, other than permanent resident aliens in the United States.

(3) Exemption 3. Taxes levied on the last transaction for the purchase of goods or services financed by USAID under this Agreement, including sales taxes, value-added taxes (VAT), or taxes on purchases or rentals of real or personal property. The term "last transaction" refers to the last transaction by which the goods or services were purchased for use in the activities financed by USAID under this Agreement.

(d) If a tax has been levied and paid contrary to the provisions of an exemption, USAID may, in its discretion, (1) require the Grantee to refund to USAID or to others as USAID may direct the amount of such tax with funds other than those provided under the Agreement, or (2) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Parties.

(e) In the event of a disagreement about the application of an exemption, the Parties agree to promptly meet and resolve such matters, guided by the principle that the assistance furnished by USAID is free from direct taxation, so that all of the assistance furnished by USAID will contribute directly to the economic development of the country of the Grantee.

Section B.5. Reports and Information, Agreement Books and Records, Audits, and Inspections.

(a) **Reports and Information.** The Grantee shall furnish USAID accounting records and such other information and reports relating to the Agreement as USAID may reasonably request.

necessitate adjustment of its own records; and require each such sub-recipient to permit independent auditors to have access to records and financial statements as necessary.

(e) **Audit Reports.** The Grantee shall furnish or cause to be furnished to USAID an audit report for each audit arranged for by the Grantee in accordance with this Section within 30 days after completion of the audit and no later than nine months after the end of the period under audit.

(f) **Other Covered Sub-recipients.** For "covered" sub-recipients who receive funds under the Agreement pursuant to direct contracts or agreements with USAID, USAID will include appropriate audit requirements in such contracts or agreements and will, on behalf of the Grantee, conduct the follow-up activities with regard to the audit reports furnished pursuant to such requirements.

(g) **Cost of Audits.** Subject to USAID approval in writing, costs of audits performed in accordance with the terms of this Section may be budgeted for, and charged to, the Agreement so long as such costs are allowable, allocable, and reasonable.

(h) **Audit by USAID.** USAID retains the right to perform the audits required under this Agreement on behalf of the Grantee, conduct a financial review, or otherwise ensure accountability of organizations expanding U.S. Government funds regardless of the audit requirement.

(i) **Opportunity to Audit or Inspect.** The Grantee shall afford authorized representatives of USAID the opportunity at all reasonable times to audit or inspect activities financed under the Agreement, the utilization of goods and services financed by USAID, and books, records and other documents relating to the Agreement.

(j) **Sub-recipient Books and Records.** The Grantee will incorporate subsections (a), (b), (d), (e), (f), (g) and (i) of this provision into all sub-agreements with non-U.S. organizations which meet the \$750,000 threshold of paragraph (c) of this provision. Sub-agreements with non-U.S. organizations, which do not meet the \$750,000 threshold, must, at a minimum, incorporate subsections (h) and (i) of this provision. Sub-agreements with U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 22 CFR Part 200.

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

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

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

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



importance to the Agreement. Aspects of the Agreement involving matters under this subsection (a)(2) will be identified in Implementation Letters.

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

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

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

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

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

Section C.6. Transportation

(a) In addition to the requirements in Section C.1(a), costs of ocean or air transportation and related delivery services may not be financed under this Agreement, if the costs are for transportation under an ocean vessel or air charter which has not received prior USAID approval.

(b) Unless USAID determines that privately owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, or otherwise agrees in writing:

(1) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by USAID which may be transported on ocean vessels will be transported on privately owned U.S.-flag commercial vessels; and

(2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by USAID and transported to the territory of the Grantee on dry cargo liners shall be paid to or for the benefit of privately owned U.S.-flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both any cargo transported from U.S. ports and any cargo transported from non-U.S. ports, computed separately.



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

(2) by requesting USAID to issue letters of commitment for specified amounts directly to one or more contractors or suppliers, committing USAID to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by the Grantee in connection with letters of commitment will be financed under the Agreement unless the Grantee instructs USAID to the contrary. Such other charges as the Parties may agree to may also be financed under the Agreement.

Section D.2. Disbursement for Local Currency Costs.

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

(b) The local currency needed for such disbursements may be purchased by USAID with U.S. Dollars. The U.S. Dollar equivalent of the local currency made available hereunder will be the amount of U.S. Dollars required by USAID to obtain the local currency.

Section D.3. Other Forms of Disbursement. Disbursements may also be made through such other means as the Parties may agree to in writing.

Section D.4. Rate of Exchange. If funds provided under the Agreement are introduced into the Grantee's Country by USAID or any public or private agency for purposes of carrying out obligations of USAID hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into local currency at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the country of the Grantee to any person for any purpose.

Article E: Termination, Remedies.

Section E.1. Suspension and Termination.

(a) Either Party may terminate this Agreement in its entirety by giving the other Party thirty (30) days written notice. USAID also may terminate this Agreement in part by giving the Grantee thirty (30) days written notice, and suspend this Agreement in whole or in part upon giving the Grantee written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Grantee written notice, if (i) the Grantee fails to comply with any provision of this Agreement, (ii) an event occurs that USAID determines makes it improbable that the Objective or Results of the Agreement or the assistance program will be attained or that the Grantee will be able to perform its obligations under this Agreement, or (iii) any disbursement or use of funds in the manner herein contemplated would be in violation of the legislation governing USAID, whether now or hereafter in effect.

Article F: Miscellaneous.

Section F.1. Investment Promotion.

Except as specifically set forth in the Agreement or otherwise authorized by USAID in writing, no funds or other support provided hereunder may be used to provide a financial incentive to a business enterprise currently located in the United States for the purpose of inducing such an enterprise to relocate outside the United States if such incentive or inducement is likely to reduce the number of employees of such business enterprise in the United States because United States production is being replaced by such enterprise outside the United States.

Section F.2. Abortion and Involuntary Sterilization Restrictions.

(a) Funds made available under this Agreement must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) No funds made available under this Agreement will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(c) No funds made available under this Agreement will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(d) This provision must be included in all sub-agreements, including contracts and subawards, issued under this Agreement.

(e) USAID may issue implementation letters that more fully describe the requirements of this section.

Section F.3. Prohibition on Assistance to Drug Traffickers.

(a) USAID reserves the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

(b) USAID reserves the right to terminate assistance to, or to take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.