

Assented to in Her Majesty's name this 4th day of  
May, 1966.

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H. J. L. BOSTON,  
*Governor-General.*

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No. 14



1966

**Sierra Leone**

**The Nursing Education Centre Project Agreement  
(Ratification) Act, 1966**

Short title.

**Being An Act to Ratify and Confirm the Nursing Education Agreement  
between the Government of Sierra Leone and the American  
Health Education for African Development  
Incorporated (AHEAD)**

[5th May, 1966.]

Date of  
Commence-  
ment.

WHEREAS an Agreement entitled the Nursing Education Centre Project Agreement (hereinafter referred to as the Agreement) was made on the 14th day of March, 1966, between the Government of Sierra Leone of the one part, and the American Health Education for African Development Incorporated (AHEAD) of the other part which Agreement is set out in the Schedule to this Act:

AND WHEREAS it is desirable that the Agreement shall be ratified and confirmed:

NOW, THEREFORE, BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the House of Representatives in this present Parliament assembled and by the authority of the same, as follows:—

Confirmation of Agreement and conferment of powers.

1. The Agreement is hereby ratified and confirmed and all rights and obligations immunities or privileges purported to be conferred or imposed thereby, are hereby declared valid any law to the contrary notwithstanding, and notwithstanding anything in any law contained any person shall have power to do on behalf of the Government any act which the Agreement may require or allow in the name of the Government.

Appropriation and authority to Accountant-General.

2. There shall be paid as and when required out of the Consolidated Revenue Fund without further appropriation than this Act, all such sums as shall be necessary for the implementation of the Agreement, and the Accountant-General is hereby authorised to pay such sums on the certificate of the Minister of Finance stating that the money is required for the implementation of the Agreement.

## THE SCHEDULE

### NURSING EDUCATION CENTER AGREEMENT BETWEEN

THE GOVERNMENT OF SIERRA LEONE

AND

AMERICAN HEALTH EDUCATION FOR AFRICAN DEVELOPMENT  
INCORPORATED (AHEAD)

The Government of Sierra Leone (hereinafter called the "Government") has expressed its intention of establishing a Nursing Education Center (hereinafter called the "Center") in affiliation with Fourah Bay College, the University College of Sierra Leone, to be located in close proximity to Connaught Hospital in Freetown.

American Health Education for African Development, Incorporated (AHEAD) (hereinafter called "AHEAD") is willing to participate with the Government in the construction of the Centre (hereinafter called the "Project") on the terms and conditions set forth herein and in the general agreement between them dated as of March 1, 1965 (hereinafter called the "General Agreement").

In consideration of the foregoing, and of the mutual terms and conditions set forth below, the parties hereto agree as follows:

## ARTICLE I

### PROVISIONS OF THE CENTER

The Center is to provide living quarters for 150 students, classrooms, laboratories, furniture, equipment, ancillary facilities and utilities required for the proper functioning of the Center. Recurrent Maintenance and repair costs shall be the responsibility of the Government.

## ARTICLE II ESTIMATED COST

The Government estimates that the cost of the Project will be \$600,000.

## ARTICLE III CONTRIBUTIONS FORMULA

AHEAD shall contribute to the cost of the Project \$400,000 (U.S.) to be converted into currency of Sierra Leone at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in Sierra Leone. The Government shall contribute to the cost of the Project an amount of currency of Sierra Leone equivalent to \$200,000 (U.S.) based on the same conversion ratio used in converting the contribution of AHEAD into currency of Sierra Leone. However, in the event of an increase or a decrease in the actual cost of the Project, the contribution of the Government and AHEAD, respectively, shall be increased or decreased in the proportion of one-third to two-thirds; provided, however, that in no case shall AHEAD be obligated to contribute more than the equivalent in currency of Sierra Leone (determined as aforesaid) of \$460,000 (U.S.) toward the cost of the Project. The funds set aside for the Project by the Government and AHEAD, respectively, shall be carried over from one fiscal year to the next until the completion of the Project.

## ARTICLE IV SERVICES IN ADDITION TO CONTRIBUTIONS

AHEAD shall select and appoint its architect, who, in collaboration with the Ministry of Works of the Government, shall be fully responsible for all of the planning, designing and construction of the Center, and shall be entitled to supervise the procurement of materials required in connection with such construction. AHEAD's architect shall be an internationally recognized specialist in health and medical care facilities. AHEAD shall be responsible for the payment of its architect's fee which shall not be considered as a part of AHEAD's contribution pursuant to Article III hereof. AHEAD's architect shall be deemed to be an "agent" of AHEAD for purposes of Article VI of the General Agreement. The services of the employees of the Ministry of Works of the Government shall be provided as a part of their regular duties and shall not be considered as a part of the Government's contribution pursuant to Article III hereof.

## ARTICLE V CONTRIBUTIONS PROCEDURE

Contributions in payment of construction costs shall be made by AHEAD only upon the submission to it of properly executed documents prepared in accordance with the Government's regulations pertaining to building contracts. Contributions by the Government and AHEAD shall be made in installments in the proportion of one-third to two-thirds, respectively, as costs are incurred.

## ARTICLE VI USE OF CENTER

The Center shall not be used for any purposes other than that indicated by this Agreement.

## ARTICLE VII

## SELECTION OF CONTRACTORS

The Center shall be constructed by a contractor selected from the Government's present Register of Contractors (a copy of which has been submitted to AHEAD by the Government) by means of competitive bids to be jointly accepted, reviewed and approved by the Government and AHEAD.

## ARTICLE VIII

## CONDITIONS PRECEDENT

The Government shall provide all necessary land, road access, mains services, and general service utilities, none of which shall be considered as a part of the financial contribution of the Government pursuant to Article III hereof.

This Agreement is made under and shall be subject to all of the terms and conditions of the General Agreement. The Government agrees to present this Agreement in due course for authorization and approval by the Cabinet and the appropriate officers of the Government. The Government further agrees to introduce as soon as reasonably possible legislation to ratify this Agreement and if such legislation is not passed within 6 months after the date hereof, then this Agreement shall be void and of no effect. AHEAD represents to the Government that this Agreement has been duly authorized and approved by its Board of Trustees.

FOR THE GOVERNMENT OF SIERRA LEONE:

C. B. ROGERS-WRIGHT,  
*Minister of Health.*

Dated 14th March, 1966.

FOR AMERICAN HEALTH EDUCATION FOR  
AFRICAN DEVELOPMENT, INC. (AHEAD):

SUSAN BAGLEY-BLOOM,  
*President.*

Passed in the House of Representatives this 31st day of March, in the year of our Lord one thousand nine hundred and sixty-six.

S. V. WRIGHT,  
*Clerk of the House of Representatives.*

THIS PRINTED IMPRESSION has been carefully compared by me with the Bill which has passed the House of Representatives and found by me to be a true and correctly printed copy of the said Bill.

S. V. WRIGHT,  
*Clerk of the House of Representatives.*