

No. 6783

**INTERNATIONAL DEVELOPMENT ASSOCIATION
and
TUNISIA**

Development Credit Agreement—*Education Project* (with related letters and annexed Development Credit Regulations No. 1). Signed at Washington, on 17 September 1962

Official text: English.

Registered by the International Development Association on 18 June 1963.

**ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT
et
TUNISIE**

Contrat de crédit de développement — *Projet relatif à l'enseignement* (avec lettres y relatives et, en annexe, le Règlement n° 1 sur les crédits de développement). Signé à Washington, le 17 septembre 1962

Texte officiel anglais.

Enregistré par l'Association internationale de développement le 18 juin 1963.

No. 6783. DEVELOPMENT CREDIT AGREEMENT¹ (*EDUCATION PROJECT*) BETWEEN THE REPUBLIC OF TUNISIA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION. SIGNED AT WASHINGTON, ON 17 SEPTEMBER 1962

AGREEMENT, dated September 17, 1962, between THE REPUBLIC OF TUNISIA (hereinafter called the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

WHEREAS the Borrower has requested the Association to assist in financing an education project forming part of a three-year program for the development of education at the secondary level; and

WHEREAS the Association has agreed to make a Credit to the Borrower upon the terms and conditions hereinafter set forth;

NOW THEREFORE, it is hereby agreed as follows :

Article I

CREDIT REGULATIONS

Section 1.01. The parties to this Agreement accept all the provisions of Development Credit Regulations No. 1 of the Association dated June 1, 1961² (said Development Credit Regulations No. 1 being hereinafter called the Regulations) with the same force and effect as if they were fully set forth herein.

Article II

THE CREDIT

Section 2.01. The Association agrees to make available to the Borrower, on the terms and conditions in this Agreement set forth or referred to, a development credit in an amount in various currencies equivalent to five million dollars (\$5,000,000).

Section 2.02. The Association shall open a Credit Account on its books in the name of the Borrower and shall credit to such Account the amount

¹ Came into force on 28 January 1963, upon notification by the Association to the Government of Tunisia.

² See p. 52 of this volume.

of the Credit. The amount of the Credit may be withdrawn from the Credit Account as provided in, and subject to the rights of cancellation and suspension set forth in, this Agreement and the Regulations.

Section 2.03. The Borrower shall be entitled, subject to the provisions of this Agreement and the Regulations, to withdraw from the Credit Account (i) the equivalent of 75% (or such other percentage as may from time to time be agreed between the Borrower and the Association) of such amounts as shall have been paid for the reasonable cost of goods to be financed under this Credit Agreement; and (ii) if the Association shall so agree, the equivalent of a like percentage of such amounts as shall be required to meet payments to be made for the reasonable cost of such goods.

Except as the Borrower and the Association shall otherwise agree, no withdrawals shall be made on account of expenditures prior to January 1, 1962.

Section 2.04. Withdrawals from the Credit Account shall be in such freely convertible currency or currencies as the Association shall from time to time reasonably select.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three fourths of one per cent ($3/4$ of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time. The Borrower shall also pay to the Association a service charge at the same rate on the principal amount outstanding of any special commitment entered into by the Association pursuant to Section 4.02 of the Regulations.

Section 2.06. Service charges shall be payable semi-annually on May 15 and November 15 in each year.

Section 2.07. The Borrower shall repay the principal amount of the Credit withdrawn from the Credit Account in semi-annual instalments payable on each May 15 and November 15 commencing November 15, 1972 and ending May 15, 2012, each instalment to and including the instalment payable on May 15, 1982, to be one-half of one per cent ($1/2$ of 1%) of such principal amount, and each instalment thereafter to be one and one-half per cent ($1\frac{1}{2}$ %) of such principal amount.

Article III

USE OF PROCEEDS OF THE CREDIT

Section 3.01. The Borrower shall cause the proceeds of the Credit to be applied exclusively to financing the cost of goods required to carry out the Project described in the Schedule¹ to this Agreement. The specific goods to be

¹ See p. 44 of this volume.

financed out of the proceeds of the Credit and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Association, subject to modification by further agreement between them.

Article IV

PARTICULAR COVENANTS

Section 4.01. (a) The Borrower shall cause the Project to be carried out with due diligence and efficiency, in conformity with sound technical standards and with due regard to economy, and to be operated in accordance with sound educational practices.

(b) Except as the Association shall otherwise agree, in the carrying out of the Project the Borrower shall employ or cause to be employed competent and experienced architects and consultants satisfactory to the Borrower and the Association, upon terms and conditions satisfactory to the Borrower and the Association.

(c) Except as the Association shall otherwise agree, the Borrower shall cause the Project to be carried out by contractors satisfactory to the Borrower and the Association employed under contracts satisfactory to the Borrower and the Association.

(d) The Borrower shall cause to be furnished to the Association promptly upon their preparation, the plans, specifications, contracts and work schedules for the Project and any material modifications subsequently made therein, in such details as the Association shall request.

(e) The Borrower shall at all times make or cause to be made available promptly as needed all sums which shall be required for the carrying out of the Project.

(f) The Borrower shall maintain or cause to be maintained records adequate to identify the goods financed out of the proceeds of the Credit, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof; shall enable the Association's representatives to inspect the Project, the goods and any relevant records and documents; and shall furnish or cause to be furnished to the Association all such information as the Association shall reasonably request concerning the expenditure of the proceeds of the Credit, the Project, the goods and the operations and financial condition with

respect to the Project of the agency or agencies of the Borrower responsible for the carrying out of the Project or any part thereof.

Section 4.02. (a) The Borrower shall furnish or cause to be furnished to the Association all such information as the Association shall reasonably request with regard to the operation of the school system of the Borrower and programs for educational development in its territories.

(b) The Borrower shall furnish or cause to be furnished to the Association, from time to time upon their preparation, general programs for the construction of new schools and the expansion of existing schools in its territories and shall afford the Association an opportunity to exchange views with the Borrower with respect thereto.

Section 4.03. (a) The Borrower and the Association shall cooperate fully to assure that the purposes of the Credit will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Credit. On the part of the Borrower, such information shall include information with respect to financial and economic conditions in the territories of the Borrower.

(b) The Borrower and the Association shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Credit and the maintenance of the service thereof. The Borrower shall promptly inform the Association of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Credit or the maintenance of the service thereof.

(c) The Borrower shall afford all reasonable opportunity for accredited representatives of the Association to visit any part of the territories of the Borrower for purposes related to the Credit.

Section 4.04. The principal of, and service charges on, the Credit shall be paid without deduction for, and free from, any taxes, and free from all restrictions, imposed under the laws of the Borrower or laws in effect in its territories.

Section 4.05. This Agreement shall be free from any taxes that shall be imposed under the laws of the Borrower or laws in effect to its territories on or in connection with the execution, delivery or registration thereof.

Article V

REMEDIES OF THE ASSOCIATION

Section 5.01. (i) If any event specified in paragraph (a) or paragraph (c) of Sections 5.02 of the Regulations shall occur and shall continue for a period

of thirty days, or (ii) if any event specified in paragraph (b) of Section 5.02 of the Regulations shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Association to the Borrower, then at any subsequent time the Association, at its option, may declare the principal of the Credit then outstanding to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

Article VI

MISCELLANEOUS

Section 6.01. The Closing Date shall be June 30, 1966 or such other date as may from time to time be agreed between the Borrower and the Association.

Section 6.02. A date ninety days after the date of this Agreement is hereby specified for the purposes of Section 8.04 of the Regulations.

Section 6.03. The following addresses are specified for the purposes of Section 7.01 of the Regulations :

For the Borrower :

Secrétariat d'État au Plan et aux Finances
Tunis, Tunisia

Alternative address for cablegrams and radiograms :

Secrétariat d'État au Plan et aux Finances
Tunis, Tunisia

For the Association :

International Development Association
1818 H Street, N.W.
Washington 25, D.C.
United States of America

Alternative address for cablegrams and radiograms :

Indevas
Washington, D.C.

Section 6.04. The Secrétaire d'État au Plan et aux Finances of the Borrower is designated for the purposes of Section 7.03 of the Regulations.

IN WITNESS WHEREOF, the parties hereto acting through their representatives thereunto duly authorized, have caused this Development Credit Agreement

to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

The Republic of Tunisia :
By Habib BOURGUIBA, Jr.
Authorized Representative

International Development Association :
By Eugene R. BLACK
President

SCHEDULE 1

DESCRIPTION OF PROJECT

The Project consists of the construction and equipment of the following six schools :

(1) Ecole Normale de Professeurs Adjoints, Tunis—expansion : one new building including classrooms, laboratories, dormitories and auxiliary facilities.

(2) Lycée Technique, Sfax—expansion : 26 classrooms (primarily laboratories), dormitories and dining and auxiliary facilities.

(3) Lycée Technique, Rades—a new school : 8 classrooms, 14 laboratories and workshops, dormitories and dining and auxiliary facilities.

(4) Lycée de Jeunes Filles, Rallia Parc, Tunis—a new school : 12 general classrooms, 10 specialized classrooms including laboratories, library, dormitories and dining and auxiliary facilities.

(5) Collège Moyen et Secondaire, Grombalia—a new school : 20 classrooms, 12 laboratories and workshops, gymnasium, dormitories and dining and auxiliary facilities.

(6) Collège Moyen et Secondaire, Medjez-el-Bab—a new school : 18 classrooms, 14 laboratories and workshops, gymnasium, dormitories and dining and auxiliary facilities.

Equipment for these schools includes scientific and technical equipment for, laboratories and workshops, and furniture and supplies for classrooms, libraries, dormitories and dining and auxiliary facilities.

The cost of the Project is estimated at about the equivalent of \$6.5 million for construction and \$2.6 million for equipment.

It is expected that the Project will be completed within 3 years from the time of signature of the Credit Agreement.

LETTERS RELATING TO THE DEVELOPMENT CREDIT AGREEMENT

I

REPUBLIC OF TUNISIA

September 17, 1962

International Development Association
1818 H Street, N.W.
Washington 25, D.C.

Gentlemen :

Re : Currency of Payment

We refer to the Development Credit Agreement (Education Project) of even date¹ between us and to Section 3.02 of the Regulations referred to therein. Pursuant to such Section, we hereby request your agreement as follows :

- (i) Except as hereinafter provided, the principal amount of, and service charges on, the Credit provided for in such Agreement shall be payable in the currency of the United States of America.
- (ii) If at any time we shall desire that, commencing with a given future payment date, such principal and service charges shall be payable in an eligible currency other than that specified in (i) (or other than one designated under this clause (ii)) we shall deliver to the Association, not less than 3 nor more than 4 months prior to such payment date, a notice in writing to that effect and designating such other eligible currency, whereupon the currency so designated shall, commencing with such payment date, be the currency in which such principal and service charges shall be payable.
- (iii) If at any time the Association shall determine that a currency payable pursuant to the provisions of this letter is not an eligible currency, the Association shall so notify us in writing and furnish us with a list of eligible currencies.
- (iv) Within thirty days from the date of such notice we shall notify the Association in writing of our selection of a currency from such list in which payment shall be made, failing which the Association shall select a currency for such purpose from such list, whereupon, in either case, such principal and service charges shall, commencing with the payment date next succeeding such thirty day period, be payable in the currency so selected.
- (v) Any designation or selection of a currency pursuant to the foregoing provisions shall be subject, in turn, to the provisions of this letter.

¹ See p. 34 of this volume.

- (vi) For purposes of this letter, "eligible currency" means any currency of a member of the Association which the Association at the relevant time determines to be freely convertible or freely exchangeable by it for currencies of other members of the Association for the purposes of its operations.

Please indicate your agreement with the foregoing by signing the form of confirmation on the enclosed copy of this letter and returning it to us.

Very truly yours,

Confirmed :
International Development
Association :
By Eugene R. BLACK

Republic of Tunisia :
By Habib BOURGUIBA, Jr.

II

REPUBLIC OF TUNISIA

September 17, 1962

International Development Association
1818 H Street, N.W.
Washington 25, D.C.

Gentlemen :

*Re : List of Goods, Percentage and Withdrawals
of Credit Proceeds under Section 2.03*

We refer to Section 3.01 of the Development Credit Agreement (Education Project) (hereinafter referred to as the Agreement) of even date between us, and attach hereto a List of Goods to be financed out of the proceeds of the Credit, to which we request your agreement.

We wish also to confirm our understanding with regard to the percentage provided for in Section 2.03 of the Agreement for purposes of withdrawal.

It is our understanding that the figure of 75% set forth in such Section represents the proportion which the amount of the Credit bears to the presently estimated total cost (including contingencies) of the goods set forth in the List of Goods and that the percentage is intended, among other things, to permit the disbursement of the Credit

as nearly as practicable in relation to the progress of expenditure on such goods throughout the period of construction of the Project.

It is our further understanding that whenever there should be a substantial change in the estimated total cost of such goods we shall promptly inform the Association, and if either we or the Association shall so request, there shall be substituted a revised percentage thereafter to be used for the purposes of Section 2.03, such revised percentage to be the percentage which the then undisbursed amount of the Credit is to that part of the then revised estimated total cost of such goods in respect of which no withdrawals shall have been made.

Please indicate your agreement with the foregoing by signing the form of confirmation on the enclosed copy of this letter and returning it to us.

Very truly yours,

Confirmed :
International Development
Association :
By Eugene R. BLACK

Republic of Tunisia :
By Habib BOURGUIBA, Jr.

LIST OF GOODS

*(International Development Association Credit to the Republic of Tunisia
for an Education Project)*

<i>Category</i>	<i>(U.S. Dollar Equivalent)</i>
A. Construction Costs	
(1) Ecole Normale de Professeurs Adjoints, Tunis	450,000
(2) Lycée Technique, Rades	1,032,000
(3) Lycée Technique, Sfax	637,000
(4) Lycée de Jeunes Filles, Rallia Parc-Tunis	952,000
(5) Collège Moyen et Secondaire, Grombalia	693,000
(6) Collège Moyen et Secondaire, Medjez-el-Bab	779,000
	4,543,000
B. Architects' Fees	141,000
C. Contingencies	316,000
	TOTAL 5,000,000

INTERNATIONAL DEVELOPMENT ASSOCIATION

DEVELOPMENT CREDIT REGULATIONS No. 1, DATED 1 JUNE 1961

REGULATIONS APPLICABLE TO DEVELOPMENT CREDIT AGREEMENTS
WITH MEMBER GOVERNMENTS

[*Not published herein. See United Nations, Treaty Series, Vol. 415, p. 68.*]
