

No. 6970

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
TUNISIA**

**Master Agreement—*Education Project* (with schedules).
Signed at Washington, on 3 July 1963**

Official text: English.

*Registered by the International Bank for Reconstruction and Development on
6 November 1963.*

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
TUNISIE**

**Accord principal — *Projet relatif à l'enseignement* (avec
annexes). Signé à Washington, le 3 juillet 1963**

Texte officiel anglais.

*Enregistré par la Banque internationale pour la reconstruction et le développement
le 6 novembre 1963.*

No. 6970. MASTER AGREEMENT¹ (*EDUCATION PROJECT*)
BETWEEN THE REPUBLIC OF TUNISIA AND THE
INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT. SIGNED AT WASHINGTON, ON
3 JULY 1963

AGREEMENT, dated July 3, 1963, between REPUBLIC OF TUNISIA (hereinafter called the Government) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS the Government is engaged in the carrying out of an education program forming part of a long-term plan for the development of education at the secondary level;

WHEREAS by an Agreement dated September 17, 1962² between the Government and the International Development Association (hereinafter called the Association), the Association made a credit to the Government to finance part of the Government's program;

WHEREAS the Government has requested the Bank's assistance in financing a study (hereinafter called the Study) of the design and construction of secondary school buildings in Tunisia with a view to reducing their cost and rendering them more suitable for their purpose;

WHEREAS the Government and the Bank consider that the best means of carrying out the Study is to retain the services of the London Group of Project Consultants and of one or more highly qualified French experts in the field of education (hereinafter called individually the London Group and the French Group, and collectively the Consultants);

WHEREAS (i) by agreement of even date herewith (hereinafter called the London Group Agreement), the Bank and the London Group are agreeing that the London Group shall prepare a report (hereinafter called the Report) containing a compilation of standards and procedures for the design and construction of secondary schools, such Report being for use by the Government in its territories and by the Bank in such countries as the Bank may from time to time determine; and (ii) by agreement of even date herewith (hereinafter called the French Group Agreement), the Bank and the French Group are agreeing that the French Group shall assist the London Group in the preparation of the Report; and

¹ Came into force on 6 September 1963, upon satisfaction of the conditions established in Section 6.01 of the Agreement.

² United Nations, *Treaty Series*, Vol. 469, No. 6783.

WHEREAS by agreement of even date herewith (hereinafter called the Government Agreement), the Government and the London Group are agreeing that the London Group shall carry out the planning and design and supervise the construction of three secondary schools in Tunisia;

NOW THEREFORE the parties hereto agree as follows :

Article I

THE STUDY

Section 1.01. Except as the Government and the Bank shall otherwise agree from time to time, the Study, as fully described in Schedules I and II to this Agreement, shall consist of the following two stages :

Stage I. The preparation of the Report, which shall pay due regard to the desirability of reducing building costs to the extent consistent with sound education and building practice for Tunisia, and shall be based on a thorough review by the Consultants of Tunisian secondary school building requirements, design standards, contracting procedures and building methods; and

Stage II. The preparation, to the stage of tenders, of pre-contract documents for three secondary schools to be selected by agreement between the Government and the Bank.

Section 1.02. Except as the Government and the Bank shall otherwise agree, work on the Study shall begin within one month after the effective date of this Agreement and shall be completed within one year thereafter.

Article II

EXCHANGE OF INFORMATION; REPORTS

Section 2.01. (a) The Government and the Bank shall cooperate fully to assure that the purposes of the Study will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably require with regard to the general status of the Study.

(b) The Government shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes or the carrying out of the Study.

(c) The Government shall afford all reasonable opportunities for accredited representatives of the Bank to visit any part of the territories of the Government for purposes related to the Study.

Section 2.02. (a) The Report prepared by the Consultants shall be in English and French languages. Such Report, or any part or translation thereof, shall not be published outside Tunisia without the prior approval of the Bank.

(b) The Bank, or any person duly authorized by the Bank, shall have the right to use the Report, or any part or translation thereof, for the purposes of any educational studies, projects or programs outside Tunisia as the Bank shall from time to time determine.

Article III

FINANCIAL PROVISIONS

Section 3.01. (a) Subject to the fulfillment of the conditions set forth in this Agreement, the Bank shall provide funds to meet the foreign exchange cost of Stage I of the Study, and one-half of the total cost of Stage II of the Study.

(b) In addition to the rights and facilities to be provided by the Government under Section 4.02 hereof, the Government shall provide all funds necessary to meet the local cost of Stage I of the Study (at present estimated at Tunisian dinars 18,260), and one-half (at present estimated at £49,455 or the equivalent thereof in other currencies) of the total cost of Stage II of the Study.

(c) All payments due to the Consultants shall be made by the Bank; provided, however, that no payment to be made to the Consultants for work done by them on Stage II of the Study shall be made by the Bank, unless such payment shall have been approved by the duly authorized representative or representatives of the Government.

(d) Upon the signing of this Agreement, the Government shall pay the following amounts corresponding to the estimated cost of Stage I and Stage II of the Study as set forth in sub-paragraph (b) of this Section, namely: (i) Tunisian dinars 18,260 and (ii) £49,455 or the equivalent thereof in other currencies as reasonably determined by the Bank. Such amounts shall be paid to the accounts of the Bank as follows: (1) as to Tunisian dinars: in the Banque Centrale de Tunisie, Place du 7 mai, Tunis, Tunisia; (2) as to sterling: in the Bank of England, Threadneedle Street, London, E.C. 2, England; and (3) as to other currencies: into accounts to be designated by the Bank.

Section 3.02. (a) If the actual cost of Stage I or Stage II of the Study exceeds the corresponding estimated cost set forth in Section 3.01 (b) hereof, the Government shall make such additional payments into the accounts des-

igned by the Bank, as in Section 3.01 (d) hereof provided, as shall be required to meet the additional local cost of Stage I of the Study or one-half of the additional cost of Stage II of the Study, as the case may be.

(b) If (i) pursuant to the terms of the London Group Agreement, the French Group Agreement or the Government Agreement, payments to be made to the Consultants shall terminate before the Study is completed; or (ii) the actual cost of Stage I or Stage II of the Study is less than the corresponding estimated cost set forth in Section 3.01 (b) hereof, the Bank shall return to the Government the undisbursed amount or amounts paid by the Government into the accounts designated by the Bank, as in Section 3.01 (d) hereof provided.

Article IV

PARTICULAR COVENANTS

Section 4.01. (a) The Government shall take, or cause to be taken, all action necessary to enable the Consultants to carry out the Study.

(b) For purposes related to the Study, the Government shall : (i) provide the Consultants with copies of all statutes, regulations, records, plans, contracts or any other documents relating to the construction of schools and other buildings as the Consultants may reasonably request; (ii) afford all reasonable opportunities for the Consultants to visit any schools, buildings, or construction sites; and (iii) facilitate contacts between the Consultants and private Tunisian architects, contractors or any other persons engaged, directly or indirectly, in school construction.

Section 4.02. The Government shall grant, free of charge, to the Consultants and their non-Tunisian personnel, for the duration and carrying out of the Study, the following rights and facilities :

- (a) the issuance of the necessary visas, licenses and permits, including, but without limitation, those necessary
 - (i) to enter, reside in, work in and leave Tunisia;
 - (ii) for the unrestricted importation and subsequent exportation of equipment, material and supplies required in connection with the carrying out of the Study;
 - (iii) for the unrestricted importation and subsequent exportation of personal property belonging to and intended for the personal use of the non-Tunisian personnel of the Consultants;
 - (iv) for the unrestricted movement into, within, and out of Tunisia;

- (b) assistance in clearing and shipping articles imported or exported pursuant to (a) (ii) and (iii) above;

- (c) an adequately located office space, furnished with normal office furniture and telephone connections, laid out in such manner as may be reasonably requested by the Consultants, of an area reasonably commensurate with the number of personnel engaged in work on the Study from time to time, not exceeding one hundred square meters; and
- (d) a car and driver, and such other transportation as the Consultants may from time to time reasonably require.

Section 4.03. The Government shall grant to the Consultants and their non-Tunisian personnel exoneration from all taxes, imposts, fees and duties of any nature imposed under the laws of the Government, or laws in effect in its territories, in connection with the carrying out of the Study or the importation and subsequent exportation of articles imported and exported pursuant to subparagraph (a) (ii) and (iii) of Section 4.02 hereof.

Section 4.04. (a) The Government shall not abrogate, waive, amend or consent to the amendment of any provisions of the Government Agreement without the prior approval of the Bank.

(b) The Bank shall not abrogate, waive, amend or consent to the amendment of any provisions of the London Group Agreement without the prior approval of the Government.

Article V

ARBITRATION

Section 5.01. (a) Any controversy between the parties to this Agreement and any claim by either such party against the other arising under this Agreement which shall not be determined by agreement of the parties shall be submitted to arbitration by an Arbitral Tribunal as hereinafter provided.

(b) The parties to such arbitration shall be the Bank and the Government.

Section 5.02. (a) The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Bank; a second arbitrator shall be appointed by the Government; and the third arbitrator (hereinafter sometimes called the Umpire) shall be appointed by agreement of the parties or, if they shall not agree, by the President of the International Court of Justice or, failing appointment by him, by the Secretary-General of the United Nations. If either of the parties shall fail to appoint an arbitrator, such arbitrator shall be appointed by the Umpire. In case any arbitrator

appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and such successor shall have all the powers and duties of such original arbitrator.

(b) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the relief sought, and the name of the arbitrator appointed by the party instituting such proceeding. Within 30 days after the giving of such notice, the adverse party shall notify the party instituting the proceeding of the name of the arbitrator appointed by such adverse party.

(c) If, within 60 days after the giving of such notice instituting the arbitration proceeding, the parties shall not have agreed upon an Umpire, either party may request the appointment of an Umpire as provided in paragraph (a) of this Section.

(d) The Arbitral Tribunal shall convene at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

(e) Subject to the provisions of this Section and except as the parties shall otherwise agree, the Arbitral Tribunal shall decide all questions relating to its competence and shall determine its procedure. All decisions of the Arbitral Tribunal shall be by majority vote.

(f) The Arbitral Tribunal shall afford to the parties a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitral Tribunal shall constitute the award of such Tribunal. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to this Agreement. Each party shall abide by and comply with any such award rendered by the Arbitral Tribunal in accordance with the provisions of this Section.

(g) The parties shall fix the amount of the remuneration of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

(h) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the determination of controversies between the parties

to this Agreement and any claims by either party against the other party arising thereunder.

(i) The Bank shall not be entitled to enter judgment against the Government upon the award, to enforce the award against the Government by execution or to pursue any other remedy against the Government for the enforcement of the award, except as such procedure may be available against the Government otherwise than by reason of the provisions of this Section. If, within 30 days after counterparts of the award shall be delivered to the parties, the award shall not be complied with by the Bank, the Government may take any such action for the enforcement of the award against the Bank.

(j) Service of any notice or process in connection with any proceeding under this Section or (to the extent that such remedy shall be available) in connection with any proceeding to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 6.02 hereof. The parties to this Agreement waive any and all other requirements for the service of any such notice or process.

Article VI

MISCELLANEOUS PROVISIONS

Section 6.01. This Agreement shall not become effective until evidence satisfactory to the Bank shall have been furnished to the Bank that :

- (a) all payments required to be made by the Government pursuant to the provisions of Section 3.01 (d) hereof have been made; and
- (b) the Government Agreement has been duly executed and delivered on behalf of the Government and the London Group.

Section 6.02. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party shall have specified in writing to the party giving such notice or making such request.

For the Government :

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

Alternative address for cablegrams or radiograms :

Plan et Finances
Tunis

For the Bank :

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington 25, D.C.
United States of America

Alternative address for cablegrams or radiograms :
Intbafrad
Washington, D.C.

Section 6.03. Any action required or permitted to be taken under this Agreement on behalf of the Government may be taken by the Secrétaire d'État au Plan et aux Finances of the Government or any person thereunto duly authorized in writing by him.

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

Republic of Tunisia :

By Habib BOURGUIBA Jr.

International Bank for Reconstruction and Development :

By J. Burke KNAPP

SCHEDULE 1

THE PREPARATION OF THE REPORT

I. Survey of Secondary School Buildings in Relation to Present and Proposed Educational Policies for Tunisia.

(a) Analysis of space standards for various categories of school units (classrooms, boarding facilities, laboratories, workshops, etc.); such as definition of minimal and optimal dimensions with a view to formulating proposals for standardizing plans of construction and built-in equipment for different types of secondary schools and middle schools; possible functional improvements consistent with low administrative maintenance costs; the relation of teaching and circulation areas; the relationship between degree of utilization of areas and their functions; flexibility of designs with reference to possible multi-purpose use of classrooms, dining areas, gymnasiums, etc.; standards of lighting, acoustics, ventilation, color; economies in operation and maintenance; study of trends, if any; etc.

(b) Analysis of currently used designs and study of possible trends toward change in schooling methods and their effect on requirements for functional school design; present

relation between educational authorities, architects and builders; general and specific locations of secondary schools.

(c) Analysis of structural standards and formal building regulations and the way they are put into practice.

(d) Analysis of present methods used in the construction of schools, such as study of bidding procedures, letting of contracts, supervision of construction work, cost control methods, etc.

(e) Preliminary recommendations for improvements and outline of the additional studies needed to arrive at final recommendations.

II. Survey of Building Industry and Cost.

(a) Analysis of building industry.

(1) Production of materials and components.

(2) Size and capacity of contracting firms.

(3) Study of possible improvements through the introduction of standardization of building parts, not only in school construction, but in all buildings of similar type (since wider application might justify methods not economically justified in school buildings alone).

(b) Analysis of costs.

(1) Detailed cost analysis of main building elements, such as foundations, walls, roof, installations, etc., of existing secondary schools and those under construction in order to establish the reasons for great variations in unit costs.

(2) Origin and cost of imported components.

(3) Materials and site labor; productivity and efficiency of labor and possibilities of mechanization and the use of mechanized tools and equipment; site management.

(4) Transport costs.

(5) Comparison of capital cost with maintenance cost.

(6) Cost of equipment.

(7) Total cost of secondary schools per day pupil.

(8) Total cost per boarder.

(9) Cost of staff quarters.

(10) Cost of land, services and ancillaries.

III. Survey of Climatic and Social Factors.

(a) Analysis of climatic conditions in relation to :

(1) Space standards.

(2) Principles of construction, design and site planning.

(3) Suitability of building materials.

- (b) Analysis of social conditions and education systems in relation to :
- (1) Location of schools.
 - (2) Design.
 - (3) Space standards.
 - (4) General qualitative standard of school facilities.
- IV. Study of Additional Problems Pertinent to the School Construction Program for Tunisia.
- V. Establishment of the Report, Covering Particularly the Development of Standards and Regulations for School Design.
- (a) Establishment of space and design standards in consultation with educationalists, for different types of secondary schools, covering the various categories of school rooms and facilities.
- (b) Dimensional standardization of elements.
 - (c) Standardization of components.
 - (d) Decisions on production or procurement of components.
 - (e) Policy for storage and distribution.
 - (f) Decisions on tendering and contracting procedures.
- (g) Plans and time schedules for manufacture, storage, distribution and assembly of components and inspection.
- (h) Estimates of cost of new systems.
 - (i) Drafting of procedures for cost controls and methods of payment.
- (j) Drafting of training program of supervisory staff.
- (k) Estimates of savings possible through new methods.
- (l) Recommendations as to the most rapid and least expensive method for completing projects and possible improvements in the design, bidding and construction procedures.
- VI. Collaboration with Coordination Committee Representing the Ministries of Plan and Finance, Education and Public Works Appointed by the Tunisian Government.

SCHEDULE 2

THE PREPARATION OF PRE-CONTRACT DOCUMENTS FOR THREE SECONDARY SCHOOLS

- I. Sketch designs, preliminary and final projects, in accordance with the highest professional standards with the object of keeping building costs low so far as consistent with educational and building practice for Tunisia, and based on inquiry and

research undertaken in connection with the preparation of the Report, for submission to and approval by the Tunisian Government.

- (a) Detailed land survey of sites, including levels, indicating all adjacent buildings.
 - (b) Investigation of sites to show sub-soil conditions.
 - (c) Architectural design including site planning.
 - (d) Structural design.
 - (e) Mechanical services design, etc.
- II. Preliminary and final cost estimates.
- III. Tender documents including detailed specifications and bills of quantities.
- IV. Supplementation and amendment of the Report according to the experience derived from the preparation of pre-contract documents for three secondary schools.

The prototype secondary schools shall, as far as possible, be in three different climatic zones of Tunisia and shall be of three different educational categories, i.e. one of such schools shall be a normal secondary school with various specializations, another a secondary school with technical specialization and the third a middle school and secondary school of the first cycle.
