

No. 8297

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INTERNATIONAL DEVELOPMENT ASSOCIATION  
and  
NIGERIA

Development Credit Agreement — *Education Project*  
(with related letter, annexed Development Credit  
Regulations No. 1 and Project Agreements between  
the Association and the Regions of Northern  
Nigeria, Eastern Nigeria, Western Nigeria and  
Mid-Western Nigeria, respectively). Signed at  
Washington, on 1 March 1965

*Official text : English.*

*Registered by the International Development Association on 16 August 1966.*

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ASSOCIATION INTERNATIONALE  
DE DÉVELOPPEMENT  
et  
NIGÉRIA

Contrat de crédit de développement — *Projet relatif  
à l'enseignement* (avec lettre y relative et, en annexe,  
le Règlement n° 1 sur les crédits de développement  
et les Contrats relatifs au Projet entre l'Association,  
d'une part, et les régions septentrionale, orientale,  
occidentale et du centre-ouest du Nigéria, d'autre  
part). Signé à Washington, le 1<sup>er</sup> mars 1965

*Texte officiel anglais.*

*Enregistré par l'Association internationale de développement le 16 août 1966.*

No. 8297. DEVELOPMENT CREDIT AGREEMENT <sup>1</sup> (*EDUCATION PROJECT*) BETWEEN THE FEDERAL REPUBLIC OF NIGERIA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION. SIGNED AT WASHINGTON, ON 1 MARCH 1965

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AGREEMENT, dated March 1, 1965 between FEDERAL REPUBLIC OF NIGERIA (hereinafter called the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

WHEREAS the Borrower has requested the Association to assist in the financing of a project for the expansion, construction and equipment of certain secondary, technical, craft and teacher training schools in the four Regions, namely, Northern Nigeria, Eastern Nigeria, Western Nigeria and Mid-Western Nigeria (such Regions hereinafter called the Regions) and in the Federal territory (hereinafter called the Federal territory) ;

WHEREAS each Region will carry out or cause to be carried out that part of the project which relates to schools in the territory of such Region (as such project is hereinafter defined) ;

WHEREAS the Borrower will relend to the Region the proceeds of the Credit provided for herein applicable to such part of the project ; and

WHEREAS the Borrower will itself carry out or cause to be carried out that part of the project which relates to schools in the Federal territory ;

NOW THEREFORE the parties hereto hereby agree as follows:

*Article I*

CREDIT REGULATIONS

*Section 1.01.* The parties hereto accept all the provisions of Development Credit Regulations No. 1 of the Association dated June 1, 1961, <sup>2</sup> subject, however, to the modifications thereof set forth in Section 1.02 of this Agreement (said Development Credit Regulations No. 1 as so modified

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<sup>1</sup> Came into force on 10 May 1966, upon notification by the Association to the Government of Nigeria.

<sup>2</sup> See p. 26, of this volume.

being hereinafter called the Regulations), with the same force and effect as if they were fully set forth herein.

*Section 1.02.* For the purposes of this Agreement the provisions of Development Credit Regulations No. 1 of the Association, dated June 1, 1961, shall be deemed to be modified as follows :

(a) By deletion of Section 3.01 and by substituting the following new section therefor :

“ SECTION 3.01. *Currencies in which Cost of Goods Is To Be Paid and Proceeds of the Credit Are To Be Withdrawn.* (a) Except as the Borrower and the Association shall otherwise agree, the cost of goods financed out of the proceeds of the Credit shall be paid in the respective currencies of the countries from which such goods are acquired.

“ (b) The proceeds of the Credit shall be withdrawn from the Credit Account :

“ (i) on account of expenditures for goods produced in (including services supplied from) the territories of the Borrower, in such currency or currencies as the Association shall from time to time reasonably select ;

“ (ii) in all other cases, in the currency in which the cost of the goods financed out of such proceeds has been paid or is payable.

“ (c) The Borrower and the Association may from time to time agree on any other currency in which withdrawals shall be made. ”

(b) By inserting a new Section 3.04 after Section 3.03 as follows :

“ SECTION 3.04. *Purchase of Currency of Withdrawal with Other Currency.* If withdrawal shall be made in any currency which the Association shall have purchased with another currency for the purpose of such withdrawal, the portion of the Credit so withdrawn shall be deemed to have been withdrawn from the Credit Account in such other currency for the purposes of Section 3.03. ”

(c) By renumbering Section 3.04 as Section 3.05.

(d) By inserting the words “ or any Project Agreement ” after the words “ the Development Credit Agreement ” in Section 6.02.

*Section 1.03.* Whenever used in the Development Credit Agreement :

The terms “ Project Agreements ” and “ Project Agreement ” mean the agreements of even date herewith<sup>1</sup> between each Region and the Association, as the same may be amended from time to time by

<sup>1</sup> See p. 26 of this volume.

agreement between the Region and the Association, providing for the carrying out by the Region of the part of the Project to be carried out by such Region.

## Article II

### THE CREDIT

*Section 2.01.* The Association agrees to make available to the Borrower, on the terms and conditions in the Development Credit Agreement set forth or referred to, a credit in an amount in various currencies equivalent to twenty million dollars (\$20,000,000).

*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 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, the Development Credit Agreement ; provided, however, that no withdrawals may be made for Part A, B, C or D of the Project until the requirements of Section 2.04 of this Agreement with respect to such Part shall have been carried out.

*Section 2.03.* Except as the Borrower and the Association shall otherwise agree, and subject to the provisions of Section 2.04, the Borrower shall be entitled, subject to the provisions of the Development Credit Agreement, to withdraw from the Credit Account :

- (a) such amounts as shall be the equivalent of 66 per cent (or such other percentage as may from time to time be established by agreement between the Borrower and the Association) of such amounts as shall have been expended for the reasonable cost of goods required for carrying out the Project ; and
- (b) if the Association shall so agree, such amounts as shall be required to meet payments under (a) hereof ;

provided, however, that no withdrawals shall be made on account of expenditures prior to June 1, 1964.

*Section 2.04.* The Borrower shall not be entitled to make withdrawals from the Credit Account in respect of Part A, B, C or D of the Project until the following conditions shall have been carried out with respect to such Part to the satisfaction of the Association :

(a) In accordance with the provisions of Section 4.02 (a) (i) of this Agreement, the Borrower and the particular Region concerned shall have entered into an agreement for the purpose of effecting the relending to that Region of the appropriate portion of the proceeds of the Credit ;

(b) The execution and delivery of the Project Agreement applicable to such Part shall have been duly authorized or ratified by all necessary governmental action ;

(c) There shall have been furnished to the Association an opinion or opinions satisfactory to the Association of counsel acceptable to the Association that (i) the said agreement referred to in paragraph (a) of this Section has been duly authorized or ratified by, and executed and delivered on behalf of, the parties thereto and constitutes a valid and binding obligation of the said parties in accordance with its terms ; and (ii) the said Project Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Region party thereto and constitutes a valid and binding obligation of the said Region in accordance with its terms.

*Section 2.05.* The Borrower shall pay to the Association a service charge at the rate of three-fourths of one per cent ( $\frac{3}{4}$  of 1 %) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

*Section 2.06.* Service charges shall be payable semi-annually on February 15 and August 15 in each year.

*Section 2.07.* The Borrower shall repay the principal amount of the Credit in semi-annual instalments payable on each February 15 and August 15 commencing February 15, 1975 and ending August 15, 2014, each instalment to and including the instalment payable on August 15, 1984, to be one-half of one per cent ( $\frac{1}{2}$  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 CREDIT

*Section 3.01.* The Borrower shall exercise every right and recourse available to it to cause the proceeds of the Credit to be applied exclusively to financing the cost of the goods required to carry out the Project described in the Schedule to this Agreement. The specific goods to be 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.

*Section 3.02.* Except as the Borrower and the Association shall otherwise agree, the Borrower shall exercise every right and recourse available to it to cause all goods financed out of the proceeds of the Credit to be used in the territories of the Borrower exclusively in the carrying out of the Project.

*Article IV*

## PARTICULAR COVENANTS

*Section 4.01.* (a) The Borrower shall exercise every right and recourse available to it to cause Parts A, B, C and D of the Project to be carried out with due diligence and efficiency and in conformity with sound technical, administrative and financial practices and to cause the schools included in the said Parts of the Project to be operated so as to promote the educational objectives of the Borrower and the Regions.

(b) The Borrower shall exercise every right and recourse available to it to cause all the covenants, agreements and obligations of each Region set forth in the Project Agreement to which it is a party to be performed ; and it shall take or cause to be taken all action necessary or appropriate to enable such Region to perform such covenants, agreements and obligations and shall not take any action that would hinder or prevent the performance of such obligations by such Region.

(c) The Borrower shall exercise its rights under any agreement referred to in Section 4.02 (a) (i) of this Agreement so as to protect the interests of the Borrower and the Association and shall not, without the consent of the Association, amend, assign, abrogate or waive any material provisions of any such agreement.

*Section 4.02.* (a) (i) The Borrower shall relend the appropriate portion of the proceeds of the Credit or the equivalent thereof to each of the Regions on the basis of agreements made between the Borrower and each such Region satisfactory to the Association.

(ii) The Borrower itself shall use an appropriate portion of the proceeds of the Credit for purposes of Part E of the Project.

(b) Without limitation or restriction upon any of the other covenants on its part in this Development Credit Agreement contained, the Borrower shall, whenever there is reasonable cause to believe that the funds available to any Region will be inadequate to meet the estimated expenditures required for carrying out the part of the Project applicable to such Region, make arrangements, satisfactory to the Association, promptly to provide the said Region or cause the Region to be provided with such funds as are needed to meet such expenditures.

*Section 4.03.* To assist the Borrower and the Regions in carrying out the Project and to ensure co-ordination and uniformity among the Borrower and the Regions to the maximum extent feasible, the Borrower shall cause to be employed a firm of qualified consultants acceptable to the Association

and to the Regions and on terms and conditions satisfactory to the Association and to the Regions (i) to propose criteria and goals for economical school construction, (ii) to co-ordinate school planning and design, (iii) to advise on the employment of qualified architects, engineers and contractors, (iv) to supervise bidding and contract procedures and awards, and (v) to supervise construction and disbursement.

*Section 4.04.* (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 either 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 and the international balance of payments position 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 4.05.* The principal of, and service charges on, the Credit shall be paid without deduction for, and free from, any taxes imposed under the laws of the Borrower or laws in effect in its territories and free from all restrictions imposed under the laws of the Borrower or laws in effect in its territories.

*Section 4.06.* The Development Credit Agreement and the Project Agreements shall be free from any taxes that shall be imposed under the laws of the Borrower or laws in effect in its territories on or in connection with the execution, issue, delivery or registration thereof.

#### *Article V*

#### PARTICULAR COVENANTS RELATING TO PART E OF THE PROJECT

*Section 5.01.* (a) The Borrower shall cause Part E of the Project to be carried out with due diligence and efficiency and in conformity with sound technical, administrative and financial practices and shall cause the schools included in said Part E to be operated so as to promote the educational objectives of the Borrower and the Regions.

(b) The Borrower shall cause the physical plants and equipment of the schools included in Part E of the Project to be adequately maintained and shall cause from time to time all necessary renewals and repairs to be made thereto.

(c) To assist it in carrying out Part E of the Project, the Borrower shall employ, or cause to be employed, qualified and experienced architects and engineers (in addition to the firm of consultants referred to in Section 4.03 of this Agreement).

(d) The Borrower shall furnish, or cause to be furnished, to the Association for its approval promptly upon their preparation the designs, specifications, contracts and work schedules for the construction of the schools included in Part E of the Project and any material modifications subsequently made therein, in such detail as the Association shall request.

(e) Except as the Borrower and the Association shall otherwise agree, the Borrower shall cause construction of the schools included in Part E of the Project to be carried out by contractors acceptable to the Association and employed under contracts satisfactory to the Association.

(f) The Borrower shall furnish or cause to be furnished to the Association all such information as the Association shall reasonably request concerning the operations, administration and financial condition of the agency or agencies responsible for the construction and operation of the schools included in Part E of the Project.

*Section 5.02.* Except as shall be otherwise agreed between the Borrower and the Association, the Borrower shall insure or cause to be insured with responsible insurers the imported goods financed out of the proceeds of the Credit in respect of Part E of the Project against risks incident to their purchase, their delivery into its territory, where appropriate, and their transportation to the appropriate site in the Project. Such insurance shall be consistent with sound business practices and shall be payable in the currency in which the cost of the goods insured thereunder shall be payable or in a currency freely convertible into such currency.

*Section 5.03.* The Borrower shall with respect to Part E of the Project : (i) 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) ; (ii) enable the Association's representatives to inspect the Project, the goods and any relevant records and documents ; and (iii) 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 and the goods.



*Article VI*

## REMEDIES OF ASSOCIATION

*Section 6.01.* (i) If any event specified in paragraph (a) or paragraph (c) of Section 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) or (j) 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 the Development Credit Agreement to the contrary notwithstanding.

The foregoing is subject to the proviso that if the event giving rise to such declaration is the event specified in paragraph (j) of said Section 5.02 the Association may so declare due and payable only that portion of the principal of the Credit which shall be equivalent to the principal of the Credit which shall have then been relented to the defaulting Region and not repaid. Payment of such amount shall be applied *pro rata* to the several instalments of the principal amount of the Credit.

*Section 6.02.* The following is specified as an additional event for the purposes of Section 5.02 (j) of the Regulations :

A default shall have occurred in the performance of any covenant or agreement on the part of a Region under the Project Agreement to which it is a party.

*Article VII*

## EFFECTIVE DATE ; TERMINATION

*Section 7.01.* The following event is specified as an additional condition to the effectiveness of the Development Credit Agreement within the meaning of Section 8.01 (b) of the Regulations :

That the Borrower shall have caused to be employed the firm of qualified consultants, as referred to and with the functions specified in Section 4.03 of this Agreement.

*Section 7.02.* A date sixty days after the date of the Development Credit Agreement is hereby specified for the purposes of Section 8.04 of the Regulations.

*Article VIII*

## MISCELLANEOUS

*Section 8.01.* The Closing Date shall be December 31, 1969, or such other date as may from time to time be agreed between the Borrower and the Association.

*Section 8.02.* The following addresses are specified for the purposes of Section 7.01 of the Regulations :

For the Borrower :

Permanent Secretary  
Ministry of Finance  
Lagos, Nigeria

Alternative address for cables and radiograms :

Permfin  
Lagos

For the Association :

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Alternative address for cables and radiograms :

Indevas  
Washington, D.C.

*Section 8.03.* The Minister of Finance 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.

Federal Republic of Nigeria :

By S. O. ADEBO  
Authorized Representative

International Development Association :

By G. M. WILSON  
Vice President

## SCHEDULE

## DESCRIPTION OF PROJECT

*Part A — Northern Nigeria*

The construction and equipment of :

- (a) a new advanced teacher training college ;
- (b) three new technical training schools ;
- (c) one new craft school ;
- (d) additions to ten craft schools ; and
- (e) additions to about seventy-two secondary schools.

*Part B — Eastern Nigeria*

The construction and equipment of :

- (a) additions to one trade centre ;
- (b) additions to about thirty-three secondary schools ;
- (c) additions to about twenty-one teacher training schools ; and
- (d) additions to four elementary teacher training schools and one primary school to convert them to five trade schools.

*Part C — Western Nigeria*

The construction and equipment of :

- (a) additions to four trade centres ; and
- (b) additional facilities at about twenty-one secondary schools.

*Part D — Mid-Western Nigeria*

The construction and equipment of :

- (a) additions to one trade centre
- (b) a new secondary school ; and
- (c) additional facilities at thirteen secondary schools.

*Part E — Federal Territory of Nigeria*

The construction and equipment of :

- (a) a new technical teacher training college ;
- (b) a new Federal (VIth Form) science centre ; and
- (c) a new technical and commercial examinations centre.

*General*

Each part of the Project includes the equipping of these facilities with furniture, laboratory, workshop and other equipment, architects' fees (where applicable) and consultants' fees.

It is expected that the Project will be completed by the end of 1968.

## LETTER RELATING TO THE DEVELOPMENT CREDIT AGREEMENT

FEDERAL MINISTRY OF FINANCE  
(FINANCE DIVISION)  
LAGOS, NIGERIA

E (4)

March 1, 1965

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433

Re : *Currency of Repayment*  
*Credit No. 72 UNI (Education Project)*

Dear Sirs :

We refer to the Development Credit Agreement (*Education Project*) of even date herewith between Federal Republic of Nigeria and International Development Association 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 pounds sterling.
- (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 than one theretofore designated pursuant to this clause (ii) or selected pursuant to clause (iv) we shall deliver to the Association, not less than three nor more than five 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) For the 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,

Federal Republic of Nigeria :

By S. O. ADEBO

Authorized Representative

*Confirmed :*

International Development  
Association :

By A. G. EL EMARY

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.*]

PROJECT AGREEMENT (*EDUCATION PROJECT*) BETWEEN NORTHERN  
NIGERIA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION

AGREEMENT, dated March 1, 1965, between NORTHERN NIGERIA and INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

WHEREAS by an agreement of even date herewith between the Federal Republic of Nigeria (hereinafter called the Borrower) and the Association, which agreement and the Schedule and the Development Credit Regulations therein referred to are hereinafter called the Development Credit Agreement,<sup>1</sup> the Association has agreed to make to the Borrower a credit in various currencies equivalent to twenty million dollars (\$20,000,000), on the terms and conditions set forth in the Development Credit Agreement, part of which or the equivalent thereof is to be relented to the region of Northern Nigeria, but only on condition that Northern Nigeria agrees to undertake certain obligations to the Association as hereinafter provided ; and

WHEREAS Northern Nigeria, in consideration of the Association's entering into the Credit Agreement with the Borrower, has agreed to undertake obligations as hereinafter provided ;

<sup>1</sup> See p. 4 of this volume.

NOW THEREFORE, the parties hereto hereby agree as follows :

*Article I*

DEFINITIONS

*Section 1.01.* Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the Development Credit Agreement and in the Regulations (as so defined) shall have the respective meanings therein set forth.

*Article II*

PARTICULAR COVENANTS OF NORTHERN NIGERIA

*Section 2.01.* (a) Northern Nigeria shall carry out, or cause to be carried out, Part A of the Project with due diligence and efficiency and in accordance with sound technical, administrative and financial practices and shall cause the schools included in Part A to be operated so as to promote the educational objectives of Northern Nigeria.

(b) Northern Nigeria shall cause the physical plant and equipment of the said schools to be adequately maintained and shall cause from time to time all necessary renewals and repairs to be made thereto.

(c) In connection with Part A of the Project, Northern Nigeria shall use the services of the firm of consultants employed by the Borrower pursuant to Section 4.03 of the Development Credit Agreement. The terms of reference of the firm of consultants with respect to Part A of the Project shall be agreed between the Borrower, Northern Nigeria and the Association.

(d) To assist it in carrying out Part A of the Project, Northern Nigeria shall employ or cause to be employed qualified and experienced architects and engineers (in addition to the firm of consultants referred to in Section 2.01 (c) of this Agreement).

(e) Northern Nigeria shall furnish, or cause to be furnished, to the Association for its approval promptly upon their preparation the designs, specifications, contracts and work schedules for the construction of Part A of the Project and any material modifications subsequently made therein, in such detail as the Association shall reasonably request.

(f) Except as Northern Nigeria and the Association shall otherwise agree, Northern Nigeria shall cause construction of Part A of the Project to be carried out by contractors acceptable to the Association and employed under contracts satisfactory to the Association.

(g) Northern Nigeria shall : (i) cause to be maintained records adequate to identify the goods financed out of the proceeds of the Credit, to disclose the use thereof in Part A of the Project, to record the progress of Part A of the Project (including the cost thereof) ; (ii) enable the Association's representatives to inspect Part A of the Project, the goods and any relevant records and documents ; and (iii) furnish or cause to be furnished to the Association all such information as the Association shall reasonably request concerning (in respect of Part A of the Project)

the expenditure of the proceeds of the Credit, the Project, the goods and the operations, administration and financial condition of the schools included in Part A of the Project.

*Section 2.02.* Northern Nigeria shall at all times make, or cause to be made, available promptly as needed all funds and other resources required for the carrying out of Part A of the Project and for the operation of the schools included therein.

*Section 2.03.* (a) Northern Nigeria 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.

(b) Northern Nigeria 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. Northern Nigeria 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 performance by Northern Nigeria of its obligations under this Agreement.

*Section 2.04.* Except as shall be otherwise agreed between Northern Nigeria and the Association, Northern Nigeria shall insure or cause to be insured with responsible insurers the imported goods financed out of the proceeds of the Credit in respect of Part A of the Project against risks incident to their purchase, their delivery into its territory, where appropriate, and their transportation to the appropriate site in the Project. Such insurance shall be consistent with sound business practices and shall be payable in the currency in which the cost of the goods insured thereunder shall be payable or in a currency freely convertible into such currency.

*Section 2.05.* Except as Northern Nigeria and the Association shall otherwise agree: (a) Northern Nigeria shall cause all goods financed out of the proceeds of the Credit in respect of Part A of the Project to be used exclusively in the carrying out of Part A of the Project; and (b) the methods and procedures for procuring all goods financed out of the proceeds of the Credit in respect of Part A of the Project shall be satisfactory to the Association.

### *Article III*

#### EFFECTIVE DATE ; TERMINATION

*Section 3.01.* (a) This Project Agreement shall come into force and effect on the Effective Date.

(b) If, pursuant to Section 8.04 of the Regulations, the Association shall terminate the Development Credit Agreement, the Association shall promptly notify Northern Nigeria thereof and upon the giving of such notice, this Project Agreement and all obligations of the parties hereunder shall forthwith cease and determine.

*Section 3.02.* This Agreement shall terminate and all the obligations of Northern Nigeria and of the Association shall terminate if and when :

(a) the entire principal amount of the Credit shall have been repaid or caused to be repaid by the Borrower (or shall have been cancelled) together with service charges which shall have accrued on the Credit ; or

(b) Northern Nigeria shall have repaid to the Borrower the entire amount owed by Northern Nigeria to the Borrower in accordance with the agreement referred to under Section 4.02 (a) (i) of the Development Credit Agreement.

#### Article IV

##### MISCELLANEOUS

*Section 4.01.* No delay in exercising, or omission to exercise, any right, power, or remedy accruing to either party under this Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default ; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

*Section 4.02.* Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or radiogram to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are :

For Northern Nigeria :

Ministry of Finance  
P.M.B. 2008  
Kaduna, Northern Nigeria

Alternative address for cables and radiograms :

Secfinance  
Kaduna

For the Association :

International Development Association  
1818 H Street, N. W.  
Washington, D. C. 20433  
United States of America

Alternative address for cables and radiograms :

Indevas  
Washington, D. C.

*Section 4.03.* Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of



Northern Nigeria may be taken or executed by the Minister of Finance of Northern Nigeria or such person or persons as he shall designate in writing.

*Section 4.04.* This Agreement may be executed in several counterparts, each of which shall be an original and all collectively but one instrument.

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

Northern Nigeria :

By S. O. ADEBO

Authorized Representative

International Development Association :

By G. M. WILSON

Vice President

PROJECT AGREEMENTS (*EDUCATION PROJECT*) BETWEEN THE INTERNATIONAL DEVELOPMENT ASSOCIATION AND EASTERN NIGERIA, WESTERN NIGERIA AND MID-WESTERN NIGERIA, RESPECTIVELY

*[These Project Agreements are not published herein, as their text is identical to that of the Project Agreement between the International Development Association and Northern Nigeria (see pp. 26 to 34 of this volume), except as indicated below :*

a) *Wherever the words " Northern Nigeria " and " Part A of the Project " occur in the Project Agreement relating to Northern Nigeria, the following words should be substituted therefor :*

— *In the Project Agreement relating to Eastern Nigeria : " Eastern Nigeria " and " Part B of the Project ".*

— *In the Project Agreement relating to Western Nigeria : " Western Nigeria " and " Part C of the Project ".*

— *In the Project Agreement relating to Mid-Western Nigeria : " Mid-Western Nigeria " and " Part D of the Project ".*

b) *The addresses specified for Northern Nigeria in Section 4.02 of the related Project Agreement, are indicated in the three other Project Agreements as follows :*

— Section 4.02 of the Project Agreement relating to Eastern Nigeria :

...

“ For Eastern Nigeria :

“ Honourable Minister of Education

“ Ministry of Education

“ Enugu, Eastern Nigeria

“ Alternative address for cables and radiograms :

“ Permeducation

“ Enugu ”

— Section 4.02 of the Project Agreement relating to Western Nigeria :

...

“ For Western Nigeria :

“ Secretary

“ The Treasury

“ Ibadan, Nigeria

“ Alternative address for cables and radiograms :

“ Permfin

“ Ibadan ”

...

— Section 4.02 of the Project Agreement relating to Mid-Western Nigeria :

...

“ For Mid-Western Nigeria :

“ Permanent Secretary

“ Ministry of Education

“ Mid-Western Nigeria

“ Benin City, Nigeria

“ Alternative address for cables and radiograms :

“ Permeducat

“ Benin City, Nigeria ”

...

c) *In section 4.03 of the Project Agreement relating to Mid-Western Nigeria, the words “ Minister of Education ” should be substituted for “ Minister of Finance ”.*]