

No. 9021

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
REPUBLIC OF THE CONGO**

Letter Agreement relating to technical assistance for road studies. Signed at Washington, on 17 March and 10 May 1967

Official text: English.

Registered by the International Bank for Reconstruction and Development on 13 March 1968.

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
RÉPUBLIQUE DU CONGO**

Lettre d'accord relative à l'octroi d'une assistance technique pour des études sur le réseau routier. Signée à Washington, les 17 mars et 10 mai 1967

Texte officiel anglais.

Enregistrée par la Banque internationale pour la reconstruction et le développement le 13 mars 1968.

No. 9021. LETTER AGREEMENT¹ BETWEEN THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE REPUBLIC OF THE CONGO RELATING TO TECHNICAL ASSISTANCE FOR ROAD STUDIES. SIGNED AT WASHINGTON, ON 17 MARCH AND 10 MAY 1967

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
WASHINGTON, D.C.

Minister of the Plan
Government of the Republic of Congo (Brazzaville)
Brazzaville
Republic of Congo

Re: *Technical Assistance for Road Studies*

Dear Sir:

I am writing to you with regard to the proposed studies of two sections totalling about 130 km. of the Komono-Zanaga Road and of the Komono-Sibiti Road (hereinafter called the Studies).

It is our understanding that the Government of the Republic of Congo (Brazzaville) (hereinafter called the Republic of Congo) will conclude with Bureau Central d'Études pour les Équipements d'Outre-Mer (hereinafter called the Consultant) a contract for the carrying out of the Studies.

I am pleased to inform you that the Bank is willing to assist in the carrying out of the Studies on the following terms and conditions:

1. (a) The purpose of the Studies is to:
 - (i) determine the best alignment and standards for a new road connection between Sibiti, Komono and Zanaga, to serve the development of lumber activities in the region;
 - (ii) prepare preliminary engineering designs and cost estimates for the road; and
 - (iii) assess the economic feasibility of constructing the road.

(b) The Studies shall be carried out by the Consultant under a contract with the Government of the Republic of Congo; the terms and conditions of such contract and any modification or amplification thereof shall be subject to the prior approval of the Bank.

¹Came into force on 13 April 1967, in accordance with paragraph 5.

2. (a) The Bank shall provide funds up to U.S. \$185,000 (one hundred and eighty five thousand dollars) equivalent to finance the foreign exchange cost of the Studies.

(b) The Bank shall pay directly to or on the order of the Consultant such amounts (not exceeding the amount specified under (a) above) as are payable to the Consultant in French Francs under the terms and conditions of the Consultant's contract with the Government of the Republic of Congo and the Government shall promptly submit to the Bank the Consultant's invoices which justify the payments, certified and approved on behalf of the Government of the Republic of Congo by the Minister of the Plan or any person authorized in writing by him.

3. (a) The Government of the Republic of Congo shall provide, or bear the cost of, local services and facilities for the Studies and shall bear all other local currency costs of the Studies. In addition the Government of the Republic of Congo shall provide all funds necessary to finance any foreign exchange costs of the Studies over and above the amounts payable by the Bank pursuant to this letter.

(b) The Government of the Republic of Congo shall assign to the Consultant qualified local counterparts to work with the Consultant's staff, shall provide all necessary information and shall take all such other action as shall be required to permit the Studies to be carried out with due diligence and efficiency and shall not take any action which will prevent or interfere with the carrying out of the Studies or the performance by the Consultant of his duties.

4. (a) The Government of the Republic of Congo shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request with regard to the Studies.

(b) The Government of the Republic of Congo and the Bank shall cooperate fully to assure that the purposes of the Studies will be accomplished. To that end the Government of the Republic of Congo and the Bank shall from time to time exchange views through their representatives on the progress and results of the Studies.

5. The Bank's undertaking to provide the funds referred to in paragraph 2 hereof shall enter into force only when the contract between the Government of the Republic of Congo and the Consultant, as approved by the Bank, shall have become valid and binding on the parties thereof.

6. (a) This agreement may be terminated by the Government by notice to the Bank if a situation arises which renders unfeasible the successful carrying out of the Studies; this agreement shall terminate 45 days after the giving of such notice.

(b) The Bank shall be entitled by notice to the Government to suspend in whole or in part the disbursement of funds hereunder if the Government shall have failed to carry out any obligation undertaken by it hereunder, or if any other condition arises which interferes with or threatens to interfere with the successful carrying out of the Studies or the accomplishment of the purpose thereof.

(c) If the condition giving rise to such suspension shall continue for a period of fourteen days following such notice of suspension, then the Bank at its option may cancel this agreement. Upon such cancellation, the obligation of the Bank to provide funds for the Studies shall terminate.

If the foregoing arrangements meet with your approval, please indicate the agreement of the Government of the Republic of Congo by having its authorized representative sign the form of confirmation on the enclosed copy of this letter and returning such copy to us. The original of this letter is to be retained by you.

Very truly yours,

International Bank for Reconstruction
and Development:

By A. G. EL EMARY
Director, Africa Department
March 10, 1967

Confirmed:

Government of the Republic
of Congo (Brazzaville):

By A. NOUMAZALAY
Authorized Representative
17 March 1967