

No. 9024

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

Letter Agreement relating to technical assistance for highway feasibility studies. Signed at Washington, on 15 March 1965

Official text: English.

Registered by the International Bank for Reconstruction and Development on 14 March 1968.

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

Lettre d'accord relative à l'octroi d'une assistance technique pour des études de faisabilité en matière de routes. Signée à Washington, le 15 mars 1965

Texte officiel anglais.

Enregistrée par la Banque internationale pour la reconstruction et le développement le 14 mars 1968.

No. 9024. LETTER AGREEMENT¹ BETWEEN THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND PERU RELATING TO TECHNICAL ASSISTANCE FOR HIGHWAY FEASIBILITY STUDIES. SIGNED AT WASHINGTON, ON 15 MARCH 1965

Minister of Development and Public Works
Ministry of Development and Public Works
Lima, Peru

Re: *Technical Assistance Funds for 1964/65
Highway Feasibility Studies*

Dear Mr. Minister:

This letter embodies our agreement regarding the 1964/65 Highway Feasibility Studies (sometimes hereinafter called the Studies).

The Bank and representatives of the Republic of Peru (hereinafter called Peru) will agree upon the Terms of Reference for the 1964/65 Highway Feasibility Studies. These Terms of Reference will form the bases for Studies by consultants to be selected. It is understood that Peru and such consultants will enter into a formal contract regarding the latter's services.

In order to assist Peru in paying for these Studies, the Bank will provide funds for a portion of the foreign exchange costs of the Studies described below and subject to the following terms and conditions:

1. (a) The Bank will disburse not to exceed a total of \$300,000 to defray foreign exchange costs of the feasibility studies described below. It is expected that there will be two sets of studies, each done by separate consultants:

- (i) One, for the section of the Carretera Marginal from Satipo to Via Central; and
- (ii) The other, for the road from Sullana to Paita and for the Pasamayo Section of the Pan-American Highway.

(b) Payments will be made to Peru by the Bank upon receipt of documents sufficient in form and substance to satisfy the Bank that the amount requested has been used for the purposes herein agreed.

¹ Came into force on 24 August 1965, in accordance with paragraph 4.

2. (a) Peru shall have full legal responsibility for providing, promptly as required, all funds and facilities for the carrying out and completion of the Studies.

(b) Peru shall provide all funds which may be necessary to finance the foreign exchange costs of the Studies over and above the amounts payable by the Bank hereunder.

(c) Peru shall provide or bear the cost of local services and facilities and shall bear all other local costs of the Studies.

(d) Peru shall make available to the consultants the professional and technical assistance of its Ministries, Departments and public authorities concerned with road transport matters.

(e) Peru shall cause the Studies to be carried out with due diligence and efficiency and shall not take any action or permit any of its agencies or instrumentalities to take any action which would prevent, or interfere with, the carrying out of the Studies or the performance by the Bank or the consultants of their functions and obligations in respect of the Studies.

(f) Peru shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request with regard to the Studies.

(g) Peru shall furnish the Bank sufficient evidence of the authority of the person or persons who will sign requests for payments hereunder.

3. The terms and conditions (including specification of the foreign exchange costs) of the contract or contracts between Peru and the consultants will be subject to the prior approval of the Bank, and any modification or amendment of the terms and conditions of such contract or contracts, will also be subject to the prior approval of the Bank.

4. Notwithstanding paragraph 1 (a) hereof, the Bank's undertaking to provide funds referred to in such paragraph 1 (a) shall not enter into force until:

- (i) the contract or contracts with the consultants, as approved by the Bank, shall have been duly executed and all formalities required by Peruvian law have been complied with; and
- (ii) Peru shall have furnished to the Bank an opinion signed by the Chief of the Legal Division in the Ministry of Finance that Peru's agreements with the consultants and this agreement with the Bank have been duly authorized, or ratified by, and executed and delivered on behalf of, Peru and constitute valid and binding obligations of Peru in accordance with their terms.

If the foregoing agreement meets with your approval, please so indicate by signing the form of confirmation on the enclosed copies of this letter, retaining three copies for your records and returning the other three copies to the Bank.

Very truly yours,

Gerald ALTER
Director of Operations
Western Hemisphere

Confirmed:

Enrique TOLA MENDOZA

15 March 1965
Minister of Development
and Public Works
Republic of Peru
