No. 9160

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and MOROCCO

Letter Agreement relating to technical assistance for the study of requirements and resources of technical manpower and the organization of public services for agriculture (with enclosures). Signed at Washington, on 20 January 1967, and confirmed on 26 January 1967

Official text: English.

Registered by the International Bank for Reconstruction and Development on 31 July 1968.

BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT et MAROC

Accord par lettre relatif à la fourniture d'une assistance technique pour l'étude des besoins et des ressources en main-d'œuvre technique et à l'organisation de services publics destinés à l'agriculture (avec annexes). Signé à Washington, le 20 janvier 1967, et confirmé le 26 janvier 1967

Texte officiel anglais.

Enregistré par la Banque internationale pour la reconstruction et le développement le 31 juillet 1968. No. 9160. LETTER AGREEMENT¹ BETWEEN THE INTER-NATIONAL BANK FOR RECONSTRUCTION AND DEVEL-OPMENT AND MOROCCO RELATING TO TECHNICAL ASSISTANCE FOR THE STUDY OF REQUIREMENTS AND RESOURCES OF TECHNICAL MANPOWER AND THE ORGANIZATION OF PUBLIC SERVICES FOR AGRI-CULTURE. SIGNED AT WASHINGTON, ON 20 JANUARY 1967, AND CONFIRMED ON 26 JANUARY 1967

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Government of Morocco c/o The Minister of Finance Ministry of Finance Rabat, Morocco

January 20, 1967

Re: Study of Technical Manpower and Public Services for Agriculture

Dear Sirs:

1. I am writing to you with regard to the proposed Study of requirements and resources of technical manpower and the organization of public services for agriculture (hereinafter called the Study) for which the Government of Morocco (hereinafter called the Government) has requested the assistance of the International Bank for Reconstruction and Development (hereinafter called the Bank).

2. I am pleased to confirm that the Bank is willing to assist in the carrying out of the Study. For this purpose the Bank proposes to engage GRONTMIJ-CINAM (hereinafter called the Consultant) and to enter into a formal contract with the Consultant to carry out the Study subject to the Government's approval as provided for in paragraph 3(i) hereunder. The Bank also proposes to employ an expert to assist it in supervising the carrying out of this Study.

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 $^{^{1}}$ Came into force on 23 February 1967 upon notification by the Bank to the Government of Morocco.

3. The Bank's assistance shall be provided on the following terms and conditions:

(a) The scope of the Study shall be as indicated in the Terms of Reference and Explanatory Notes, attached hereto as Annex A.¹

(b) The Bank shall provide funds to finance the foreign exchange cost of the Study as provided in its contract with the Consultant.

(c) The Government shall provide or bear the cost of all local services and facilities required for the carrying out of the Study. In this connection the Government shall provide sufficient office space suitably furnished and equipped, adequate local transportation including the provision of vehicles with drivers as reasonably required by the Consultant and necessary clerical and manual personnel. In case the Government does not provide in kind any of these services and facilities, the Consultant may arrange after consultation with the Bank to obtain and pay directly for them, and the Government shall promptly deposit in the account of the Bank indicated in paragraph (d) below, additional funds as may be reasonably requested by the Bank, to defray such additional cost.

(d) Upon the signing of this agreement, the Government shall deposit Moroccan Dirhams 125,000 to Account B, International Bank for Reconstruction and Development in Banque du Maroc, Rabat and shall promptly notify the Bank when such deposit has been made. These funds shall be used by the Bank to defray the local subsistence costs of the Consultant and the Expert incurred in connection with the Study. If the above funds prove insufficient to meet these costs, the Government will promptly deposit such additional funds as may be requested by the Bank. If such costs are less than the funds deposited, the Bank shall refund the balance remaining to the Government. Upon completion of the Study and after all accounts have been processed, the Bank shall submit an accounting of the funds expended to the Government.

(e) The Government shall make available to the Consultant all the professional and technical assistance including the appointment of a liaison officer and the furnishing of all information reasonably requested of its Ministries, Departments and public authorities concerned with the subject matters of the Study that is necessary for the proper execution of the Study, as may be mutually agreed between the Bank and the Government.

(f) The Government shall take all such action as shall be necessary to permit the Study to be carried out with due diligence and efficiency and shall not take any action which would prevent or interfere with the carrying out of the Study or the performance by the Consultant of his duties.

(g) The Government will take the necessary steps to have the equipment, material and supplies required for the Study and the personal belongings of the

¹ These documents, which contain detailed information intended for the use of the Consultant, are not reproduced herein.

Consultant and his foreign personnel promptly cleared through customs and delivered without delay to the personnel.

(h) All reports by the Consultant will be made exclusively to the Bank who will be solely responsible for reporting the results of the Study to the Government.

(i) The terms and conditions of the contract between the Bank and the Consultant will be subject to the prior approval of the Government, and any modification or amendment of the terms and conditions of such a contract or contracts will also be subject to the prior approval of the Government.

(j) The Government shall exempt from, or bear the cost of, any taxes, duties, fees, levies and other impositions imposed under its laws and regulations or the laws and regulations in effect in its territories or of any political subdivision or agency thereof on the Consultant and his personnel (other than personnel who are permanent residents of the territories of the Government) in respect of:

- (i) any payments made to the Consultant or his personnel in connection with the carrying out of the Study;
- (ii) any equipment, materials and supplies brought into the territories of the Government for the purpose of carrying out this agreement and which, after having been brought into such territories, will be subsequently withdrawn therefrom; and
- (iii) any property brought by the Consultant or his personnel, for their personal use and consumption or which, after having been brought into the territories of the Government will subsequently be withdrawn therefrom upon departure of the Consultant and his personnel.

4. (a) The Government and the Bank shall cooperate fully in the accomplishment of the Study. To that end the Government and the Bank shall from time to time exchange views through their representatives on the progress and the results of the Study.

(b) The Government shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request with regard to the Study.

5. The Bank's undertaking to provide the funds referred to in paragraph 3 hereof shall enter into force upon notification by the Bank to the Government and the Consultant confirming the signature of this letter.

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 Study; 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 Study 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 Study shall terminate.

7. If the foregoing arrangements meet with your approval, please so indicate by signing the form of confirmation on the enclosed copy of this letter and returning it to us.

Very truly yours,

International Bank for Reconstruction and Development:

By J. H. WILLIAMS Deputy Director, Africa Department 20 January 1967

Confirmed :

Government of Morocco

By Le Ministre des Finances: Signed: Mamoun TAHIRI Authorized Representative 26 January 1967