

No. 11575

---

**INTERNATIONAL DEVELOPMENT ASSOCIATION  
and  
TUNISIA**

**Development Credit Agreement—*Population Project* (with  
schedules and General Conditions Applicable to Development  
Credit Agreements). Signed at Washington on 5 April 1971**

*Authentic text : English.*

*Registered by the International Development Association on 3 February 1972.*

---

**ASSOCIATION INTERNATIONALE  
DE DÉVELOPPEMENT**

**et  
TUNISIE**

**Contrat de crédit de développement — *Projet relatif à la  
population* (avec annexes et Conditions générales applicables  
aux contrats de crédit de développement). Signé à Washington  
le 5 avril 1971**

*Texte authentique : anglais.*

*Enregistré par l'Association internationale de développement le 3 février 1972.*

## DEVELOPMENT CREDIT AGREEMENT<sup>1</sup>

---

AGREEMENT, dated April 5, 1971, between REPUBLIC OF TUNISIA (hereinafter called the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

### *Article I*

#### GENERAL CONDITIONS; DEFINITIONS

*Section 1.01.* The parties to this Agreement accept all the provisions of the General Conditions Applicable to Development Credit Agreements of the Association, dated January 31, 1969,<sup>2</sup> with the same force and effect as if they were fully set forth herein, subject, however, to the deletion of Section 5.01 thereof (said General Conditions Applicable to Development Credit Agreements of the Association, as so modified, being hereinafter called the General Conditions).

*Section 1.02.* Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions have the respective meanings therein set forth and the following additional term has the following meaning: "Directorate" means Directorate of Maternal and Child Health and Family Planning of the Borrower or any successor thereof which may be established by the Borrower.

### *Article II*

#### THE CREDIT

*Section 2.01.* The Association agrees to lend to the Borrower, on the terms and conditions in the Development Credit Agreement set forth or referred to, an amount in various currencies equivalent to four million eight hundred thousand dollars (\$4,800,000).

*Section 2.02.* The amount of the Credit may be withdrawn from the Credit Account in accordance with the provisions of Schedule 1 to this Agreement, as such Schedule shall be amended from time to time, for expenditures made (or, if the Association shall so agree, to be made) in respect of the reasonable cost

---

<sup>1</sup> Came into force on 29 December 1971, upon notification by the Association to the Government of Tunisia.

<sup>2</sup> See p. 82 of this volume.

of goods and services required for the Project described in Schedule 2 to this Agreement and to be financed under the Development Credit Agreement; provided, however, that, except as the Association shall otherwise agree, no withdrawal shall be made on account of expenditures in the territories of any country which is not a member of the Bank (other than Switzerland) or for goods produced in, or services supplied from, such territories.

*Section 2.03.* The Closing Date shall be June 30, 1976, or such other date as shall be agreed between the Borrower and the Association.

*Section 2.04.* 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 2.05.* Service charges shall be payable semi-annually on May 15 and November 15 in each year.

*Section 2.06.* The Borrower shall repay the principal amount of the Credit withdrawn from the Credit Account in semi-annual installments payable on each May 15 and November 15 commencing May 15, 1981 and ending November 15, 2020, each installment to and including the installment payable on November 15, 1990, to be one-half of one per cent ( $\frac{1}{2}$  of 1%) of such principal amount, and each installment thereafter to be one and one-half per cent ( $1\frac{1}{2}\%$ ) of such principal amount.

*Section 2.07.* The currency of the United States of America is hereby specified for the purposes of Section 4.02 of the General Conditions.

### *Article III*

#### EXECUTION OF THE PROJECT

*Section 3.01.* The Borrower shall carry out the Project with due diligence and efficiency and in conformity with sound administrative, financial, public health, family planning and population planning practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the purpose.

*Section 3.02.* (a) The Borrower shall appoint consultants acceptable to, and upon terms and conditions satisfactory to, the Association to help (i) design and implement a system of program planning, budgeting, and statistical reporting appropriate to the family planning program and to design a further expansion program which will ensure an optimum use of the resources at the disposal of family planning services; (ii) prepare schematics, designs and tender documents and evaluate bids for and to supervise the construction of the buildings and facilities included in Part A of the Project; and (iii) prepare specifications

and evaluate tenders for the furniture and equipment for such buildings and facilities.

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

(c) Except as the Association shall otherwise agree, the Borrower shall furnish or cause to be furnished to the Association for its approval promptly upon their preparation, the designs, the plans, specifications, contracts, and work schedules and lists of equipment and furniture for Part A of the Project and any subsequent material modifications thereof, in such detail as the Association shall reasonably request.

(d) The Borrower shall promptly take requisite steps to acquire or purchase all such lands, interests in land and properties and all rights, powers and privileges as may be necessary or proper for the construction and operation of the buildings included in Part A of the Project and to ensure that such lands, interests in land and properties are available as needed to meet the construction schedule for Part A of the Project.

*Section 3.03.* Except as the Association shall otherwise agree, the goods and services (other than services of consultants) required for the Project and to be financed out of the proceeds of the Credit shall be procured on the basis of international competitive bidding in accordance with the *Guidelines for Procurement under World Bank Loans and IDA Credits*, published by the Bank in August 1969, and in accordance with such other procedures supplementary thereto as are set forth in Schedule 3 to this Agreement or as shall be agreed between the Association and the Borrower.

*Section 3.04.* (a) The Borrower shall cause the Directorate to develop and implement the national family planning programs and shall develop and implement or cause to be developed and implemented the population planning programs.

(b) The Borrower undertakes that, except as the Association shall otherwise agree, the Directorate shall have an organization and shall exercise functions and responsibilities as set forth in Schedule 4 to this Agreement.

(c) The Borrower shall provide to the Directorate :

- (i) funds through annual budgetary appropriations, and
- (ii) other facilities, services and resources,

required to enable the Directorate to implement effectively the national family planning programs. The Borrower shall also provide funds, other facilities, services and resources required for efficient implementation of population planning programs.

*Section 3.05.* The Borrower undertakes to cause all its family planning facilities to be provided with adequate, competent and experienced staff.

*Section 3.06.* Except as the Association shall otherwise agree, the Borrower shall implement the administrative arrangements set forth in Schedule 5 to this Agreement.

*Section 3.07.* In order to assist in teaching at the Avicenne Paramedical Training School including the Postgraduate Training Section, under Part B (2) of the Project, the Borrower shall employ, in consultation with the Association, competent experts upon terms and conditions satisfactory to the Association.

*Section 3.08.* The Borrower shall, at all times, employ a director and one or several administrators including a family planning administrator for the Directorate and a Project administrator who will be qualified and experienced and who will be assisted by adequate, qualified and experienced staff. The first such director, family planning administrator and Project administrator and any subsequent director, family planning administrator and Project administrator to be appointed within five years from the date of this Agreement shall be appointed in consultation with the Association.

*Section 3.09.* The Borrower undertakes that, except as the Association shall otherwise agree, the locations and approximate bed capacities of the facilities to be constructed under Part A of the Project shall be as set forth in Schedule 6 to this Agreement.

*Section 3.10.* The Borrower shall cause the buildings, furniture and equipment of the institutions included in the Project to be adequately maintained and shall cause all necessary repairs and renewals thereof to be made, all in accordance with sound engineering practices.

*Section 3.11.* (a) The Borrower undertakes to insure, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Credit against marine, transit and other hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable by the Borrower to replace or repair such goods.

(b) Except as the Association shall otherwise agree, the Borrower shall

cause all goods and services financed out of the proceeds of the Credit to be used exclusively for the Project.

*Section 3.12.* The Borrower : (i) shall maintain or cause to be maintained records adequate to record the progress of the Project (including the cost thereof) and to identify the goods and services financed out of the proceeds of the Credit, and to disclose the use thereof in the Project; (ii) shall enable the Association's representatives to inspect the Project, the goods financed out of the proceeds of the Credit and any relevant records and documents; and (iii) shall furnish to the Association all such information as the Association shall reasonably request concerning the Project, the expenditure of the proceeds of the Credit and the goods and services financed out of such proceeds.

#### *Article IV*

##### OTHER COVENANTS

*Section 4.01.* The Borrower shall maintain or cause to be maintained records adequate to reflect in accordance with consistently maintained sound accounting practices the operations and financial condition, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.

*Section 4.02.* Except as the Association shall otherwise agree, the Borrower shall cause the Directorate :

- (i) as part of the Borrower's national family planning program, to reach and motivate as many child-bearing women as possible to become family planning acceptors, through the post partum education programs to be imparted at maternity hospitals, Rural Maternal Centers and Maternal and Child Health Centers.
- (ii) to submit by not later than July 1, 1971 to the Association for its approval a program to be developed by the Directorate for promoting family planning objectives and methods through personal visits to and interviews with men, and women of child-bearing age to encourage them to become acceptors of family planning methods and to begin to implement such program as approved by the Association by not later than December 31, 1971; and
- (iii) to maintain appropriate statistical and other records relating to the operation and effectiveness of national family planning programs to enable periodic evaluation of the cost and effectiveness of such programs.

*Section 4.03.* Except as the Association shall otherwise agree the Borrower shall cause the studies included in Part B (3) of the Project to be carried out by consultants acceptable to and employed on terms and conditions satisfactory to the Association under terms of reference satisfactory to the Association.

### *Article V*

#### CONSULTATION, INFORMATION AND INSPECTION

*Section 5.01.* The Borrower and the Association shall cooperate fully to assure that the purposes of the Credit will be accomplished. To that end, the Borrower and the Association shall from time to time, at the request of either party :

- (a) exchange views through their representatives with regard to the performance of their respective obligations under the Development Credit Agreement, the administration, operations and financial condition, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof, and other matters relating to the purposes of the Credit; and
- (b) furnish to the other all such information as it 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, including its balance of payments, and the external debt of the Borrower, of any of its political subdivisions and of any agency of the Borrower or of any such political subdivision.

*Section 5.02.* (a) The Borrower shall furnish or cause to be furnished to the Association all such information as the Association shall reasonably request concerning the operations and financial condition, in respect of the Project, of the departments or agencies of the Borrower responsible for carrying out the Project or any part thereof.

(b) 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, the maintenance of the service thereof or the performance by the Borrower of its other obligations under the Development Credit Agreement.

*Section 5.03.* 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.

*Article VI*

## TAXES AND RESTRICTIONS

*Section 6.01.* 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.

*Section 6.02.* The Development Credit Agreement shall be free from any taxes on or in connection with the execution, delivery or registration thereof, imposed under the laws of the Borrower or laws in effect in its territories.

*Section 6.03.* The payment of the principal of, and service charges on, the Credit shall be free from all restrictions, regulations, controls and moratoria of any nature imposed under the laws of the Borrower or laws in effect in its territories.

*Article VII*

## REMEDIES OF THE ASSOCIATION

*Section 7.01.* If any event specified in Section 7.01 of the General Conditions or in Section 7.02 of this Agreement shall occur and shall continue for the period, if any, therein set forth, then at any subsequent time during the continuance thereof, the Association, at its option, may by notice to the Borrower declare the principal of the Credit then outstanding to be due and payable immediately together with the service charges thereon and upon any such declaration such principal and service charges shall become due and payable immediately, anything to the contrary in the Development Credit Agreement notwithstanding.

*Section 7.02.* For the purposes of Section 7.01 of the General Conditions, the following additional event is specified, namely, that, the organization, functions and responsibilities of the Directorate, referred to in paragraph (b) of Section 3.04 of this Agreement, shall have been suspended or abrogated or so amended as to impair, in the opinion of the Association, the ability of the Borrower to carry out its obligations under this Agreement.

*Article VIII*

## EFFECTIVE DATE; TERMINATION

*Section 8.01.* The following events are specified as additional conditions to the effectiveness of the Development Credit Agreement within the meaning of Section 10.01 (b) of the General Conditions :



- (1) The consultants referred to in paragraph (a) of Section 3.02 of this Agreement shall have been employed on terms and conditions satisfactory to the Association.
- (2) The Project administrator referred to in Section 3.08 of this Agreement shall have been appointed.

*Section 8.02.* The date June 30, 1971 is hereby specified for the purposes of Section 10.04 of the General Conditions.

*Section 8.03.* The obligations of the Borrower under Sections 3.04, 3.05, 3.06, 3.08, 3.10, 3.12, 4.01 and 4.02 of this Agreement shall cease and determine on the date on which the Development Credit Agreement shall terminate or on a date twenty-five years after the date of this Agreement, whichever shall be the earlier.

### *Article IX*

#### REPRESENTATIVE OF THE BORROWER; ADDRESSES

*Section 9.01.* The Ministre du Plan of the Borrower is designated as representative of the Borrower for the purposes of Section 9.03 of the General Conditions.

*Section 9.02.* The following addresses are specified for the purposes of Section 9.01 of the General Conditions :

For the Borrower :

Ministère du Plan  
2, Rue de Béjà  
Tunis, Tunisia

Cable address :

Ministère du Plan  
Tunis

For the Association :

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

Cable address :

Indevas  
Washington, D.C.

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 to be delivered in the District of Columbia, United States of America, as of the day and year first above written.

Republic of Tunisia :

By SLAHEDDINE EL GOULLI  
Authorized Representative

International Development Association :

By J. BURKE KNAPP  
Vice President

### SCHEDULE 1

#### WITHDRAWAL OF THE PROCEEDS OF THE CREDIT

1. The table below sets forth the categories of items to be financed out of the proceeds of the Credit, the allocation of amounts of the Credit to each category and the percentage of eligible expenditures so to be financed in each category :

<i>Category</i>	<i>Amount of the Credit Allocated (Expressed in dollar equivalent)</i>	<i>Percentage of Expenditures to be Financed</i>
I. Civil works	1,950,000	55% of total expenditures (representing the estimated foreign expenditure com- ponent)
II. Equipment and furniture :	1,730,000	100% of foreign expenditures
(a) imported; or		
(b) locally procured		55% of total expenditures (representing the estimated foreign expenditure com- ponent)
III. Technical assistance :	230,000	80% of total expenditures (representing the estimated foreign expenditure com- ponent)
(a) management consultants	170,000	
(b) medical & paramedical experts and fellowships	40,000	
(c) review missions	20,000	
IV. Consulting Services for the schematic and final designs	160,000	75% of total expenditures (representing the estimated foreign expenditure com- ponent)
V. Professional services of architects and engineers for the execution of the Project	120,000	60% of total expenditures (representing the estimated foreign expenditure com- ponent)
VI. Unallocated	610,000	
	<b>TOTAL</b>	<b><u>4,800,000</u></b>

2. For the purposes of this Schedule :

(a) The term “ foreign expenditures ” means expenditures for goods produced in, or services supplied from, the territories, and in the currency, of any member of the Bank (other than the Borrower) or of Switzerland;

(b) The term “ local expenditures ” means expenditures in the currency of the Borrower, or for goods produced in, or services supplied from, the territories of the Borrower; and

(c) The term “ total expenditures ” means the aggregate of foreign and local expenditures.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of :

(a) expenditures prior to the date of this Agreement; and

(b) payments for taxes imposed under the laws of the Borrower or laws in effect in its territories on goods or services; or on the importation, manufacture, procurement or supply thereof. To the extent that the amount represented by the percentage set forth in the third column of the table in paragraph 1 above would exceed the amount payable net of all such taxes, such percentage shall be reduced to ensure that no proceeds of the Credit will be withdrawn on account of payments for such taxes.

4. Notwithstanding the allocation of an amount of the Credit set forth in the second column of the table in paragraph 1 above :

(a) if the estimate of the expenditures under any Category shall decrease, the amount of the Credit then allocated to such Category and no longer required therefor will be reallocated by the Association by increasing correspondingly the unallocated amount of the Credit;

(b) if the estimate of the expenditures under any Category shall increase, the percentage set forth in the third column of the table in paragraph 1 above in respect of such expenditures shall be applied to the amount of such increase, and a corresponding amount will be allocated by the Association, at the request of the Borrower, to such Category from the unallocated amount of the Credit, subject, however, to the requirement for contingencies, as determined by the Association, in respect of any other expenditures.

5. Notwithstanding the percentages set forth in the third column of the table in paragraph 1 above, if the estimate of total expenditures under Category I, II(b), III, IV or V shall increase and no proceeds of the Credit are available for reallocation to such Category, the Association may, by notice to the Borrower, adjust the percentage then applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made.

6. Amounts in Category VI which may become no longer required for contingencies, as determined by the Association from time to time, shall be allocated to Categories I, II(b), III, IV and V and if the ratio between the amount of the Credit allocated to any of these Categories and the estimate of payments for goods and services included in any such Category exceeds the percentage applicable to such Cate-

gory, the Association shall, upon request from the Borrower, increase such percentage to the extent necessary to permit full withdrawal of the amount of the Credit or of an amount equal to 62% of the then estimated cost of the Project, whichever is the lower, provided, however, that such adjustment shall in no event result in withdrawals on account of payment for taxes imposed by the Borrower or any of its political subdivisions.

## SCHEDULE 2

### DESCRIPTION OF THE PROJECT

The Project is designed to support the population control program of the Borrower and consists of the following :

A. The construction and equipment of :

- (1) four new maternity hospitals in Tunis, Sousse, Sfax and Bizerte, with a total of approximately 500 beds;
- (2) two new Rural Maternity Centers;
- (3) twenty-nine Maternal and Child Health Centers;
- (4) the extension of the Avicenne Paramedical Training School and its Postgraduate Training Section in order to permit the annual graduation, starting from 1975, of at least 60 midwives and 20 paramedical supervisors.

B. Three technical assistance components :

- (1) provision of consultants to design and recommend a system which would ensure an optimum use of the resources at the disposal of the family planning services and to help the Borrower implement the system;
- (2) provision of experts to assist in teaching at the Avicenne Paramedical Training School and at its Postgraduate Training Section and provision of fellowships for training key paramedical personnel;
- (3) provision of two external review missions of two to three experts scheduled for the fall of 1972 and 1974 to assess the progress and efficiency of the national family planning program.

The Project is expected to be completed by December 31, 1975.

## SCHEDULE 3

### PROCUREMENT

A. *Contracts for Civil Works*

1. The contracts for civil works will be grouped into several packages. The maternity hospitals of Tunis, Sousse, Sfax and Bizerte will be treated as single contract packages. Remaining contract items will be grouped, combined or treated singly for the purposes of international competitive bidding on the advice of the consulting

architect and will be awarded on the basis of the combination of individual and/or package bids yielding the lowest evaluated total cost. The bids for the MCH centers shall be opened simultaneously.

2. If bidders are required to pre-qualify, the Borrower shall, before qualification is invited, inform the Association in detail of the procedure to be followed and shall introduce such modifications in said procedure as the Association shall reasonably request. The list of pre-qualified bidders, together with a statement of their qualifications and of the reasons for the exclusion of any applicant for pre-qualification, shall be furnished by the Borrower to the Association for its comments before the applicants are notified and the Borrower shall make such additions or deletions from the said list as the Association shall reasonably request.

3. Invitations to bid, specifications, conditions of contract and all other tender documents will be submitted to the Association for its review and approval prior to the issuance of invitations to bid.

4. After bids have been received and analyzed by the consulting architect, the analysis of the bids, and the proposals for awards, together with the reasons for such proposals, will be submitted to the Association for its review and approval prior to the Borrower's making any award of contract or issuing any letter of intent.

5. If the final contract is to differ substantially from the terms and conditions contained in the respective documents approved by the Association under paragraphs (2) and (3) above, the text of the proposed changes will be submitted to the Association for its review and approval prior to the execution of such contract.

6. If a contract shall be awarded over the Association's objection, or if its terms and conditions shall, without the Association's concurrence, materially differ from those on which bids were asked, no expenditures thereunder shall be financed out of the proceeds of the Credit.

7. As soon as a letter of intent has been issued or a contract has been executed, a copy thereof will be sent to the Association.

#### *B. Contracts for Equipment and Furniture*

1. The items to be purchased will be grouped so far as possible to permit such bulk procurement as shall be consistent with sound technical and procurement practices. Insofar as practicable, contracts for both equipment and furniture will be for a minimum amount of \$5,000.

2. Lists of all items of equipment as well as of furniture, showing the specifications, and the estimated unit and total price of each item and total value of all items included in each list will be sent to the Association for approval prior to inviting bids. Draft standard documents for inviting tenders, draft forms of contract and the description of the method to be used for obtaining bids on an international competitive basis, will also be submitted for the Association's approval, prior to inviting bids.

3. Except as the Association may otherwise agree, procurement will be limited to those items of equipment and furniture in the approved lists mentioned in subparagraph B (2) above.

4. With respect to contracts for furniture and equipment and pursuant to Paragraph 2.8 of the Guidelines for Procurement referred to in Section 3.03 of this Agreement, the Association agrees that where any bid is submitted by any manufacturer, located in the territories of the Borrower, of equipment, materials or supplies manufactured or processed in the territories of the Borrower to a substantial extent as determined by the Association (Local Bid), the following rules shall be observed for the purpose of comparing any Local Bid as thus defined to any bid other than a Local Bid (Foreign Bid) :

(a) All customs duties and similar taxes on the importation of the goods offered shall first be deducted from the total of any Foreign Bid;

(b) The portion of any Foreign Bid representing the c.i.f. landed price of the goods shall then be increased by 15 percent thereof or the rate of such duties as apply to non-exempt purchases in the territories of the Borrower for the importation of such goods, whichever is lower;

(c) The resulting figure shall be deemed to be the comparison price of the Foreign Bid;

(d) For the purpose of determining the lowest evaluated bid under Section 3.9 of the Guidelines for Procurement the comparison price of the Foreign Bid shall then be compared with the ex-factory price of the goods offered by the competing Local Bid; and

(e) In cases where it is recommended to award a contract to a Local Bid, the bid analysis shall state the rate of duties which would be applicable to a non-exempt purchaser for the importation of such goods.

5. In case of a contract awarded to a bidder other than the lowest evaluated bidder or a contract involving a price of 10 percent or more above the original estimate as submitted under paragraph B (2) above, the Borrower shall send to the Association, after the bids have been evaluated and before making the award, a summary and analysis thereof and a brief justification of the Borrower's decision on the award and request the Association's approval to the award. In case of a contract where the price is less than 10 percent above the original estimate as submitted under paragraph B (2) above, the Borrower shall, after placement of the order, submit to the Association an analysis of the tender and justification for the Borrower's decision on the award. As soon as a letter of intent has been issued or a contract has been executed, a copy thereof as well as a certificate signed by a representative of the Borrower that the goods tendered for are in accordance with the quantities and specifications in the list approved by the Bank, shall be sent to the Association. The Association shall promptly inform the Borrower if it finds that the award of the contract is not consistent with the Guidelines for Procurement referred to in Section 3.03 of this Agreement and,

in such event, no letter of intent or expenditures under such contract shall be financed out of the proceeds of the Credit.

## SCHEDULE 4

### THE DIRECTORATE

#### *Functions and Responsibilities*

1. The Directorate will have the following functions and responsibilities :
  - (a) undertake, with the support of concerned government organs and national organizations, a continuing campaign of education of the people through all the communications media to emphasize the danger of repeated pregnancies at short intervals to the health of mothers, the welfare of children, the well-being of the family, the balanced economic growth of the country and the social and cultural development of the nation;
  - (b) promote maternal and child health programs through the development of the curative, preventive and educational functions of the Maternal and Child Health Centers and Groups;
  - (c) make available to those attending hospitals and health centers, the information and technical means that will enable them to prevent unwanted pregnancies and to determine, with full freedom, the size of their families;
  - (d) strengthen the resources of hospital centers to enable them to meet justified requests for sterilization and lawful abortion;
  - (e) organize a program of education in family planning for those attending hospital and health centers, especially those in the maternity wards of hospitals and at Maternal and Child Health Centers;
  - (f) undertake scientific research into all fields affecting maternal and child health and family planning and particularly in the fields of contraception and demography in association with other institutions concerned; and
  - (g) supervise pregnancies through prenatal consultations, so as to ensure that they are normal and lead to the birth of a healthy child that is capable of a normal life.

#### *Organization and Management*

2. The Directorate shall be operated by :
  - (a) a director in charge of appointing and assigning family planning personnel, and directly responsible for family planning programs in the urban and rural maternity hospitals established under the Project. The director shall also ensure that the full- and part-time staff of the Directorate assigned to the hospital facilities will devote its activities to family planning except in cases of *force majeure*. Finally, the director shall have full responsibility for any other existing or future family

planning and Maternal and Child Health Centers, except for the following 18 Maternal and Child Health Centers in the Tunis region :

La Marsa, Le Kram, Djebel Lahmar, Ariana Groupe, Centre Pilote de Bellevue, Bach Hamba, Zaghouan, Ali Trad, Bardo, La Manouba, Montfleury, Hamman Lif, Rades, Ben Arous, Tebourba, Pont du Fahs, Sidi Daoud, Rue du Fosse. However, these centers will be transferred to the Directorate gradually and, to the extent permitted by availability of family planning personnel, by December 31, 1975 at the latest. In any event the Directorate shall continue to supervise these Centers and their personnel. The posts existing in these Centers for family planning services shall be maintained;

- (b) one or several administrators including a family planning administrator; and
- (c) a technical committee which will propose the general policy in the field of family planning and maternal and child health.
  - 3. The Directorate shall have financial autonomy.
  - 4. The accounts of the Directorate shall at all times adequately and accurately reflect the receipts and expenditures related to family planning activities. Said accounts will be audited annually.

## SCHEDULE 5

### ADMINISTRATIVE ARRANGEMENTS

1. Family planning services will be delivered on a full-time basis at the Maternal and Child Health Centers included in the Project by adequately trained midwives.

2. Said Centers will each include a midwife residence.

3. The salary and employment conditions of the midwives will be attractive enough to ensure that they accept resident positions in said Centers; to that effect, the Borrower will adopt such measures as the payment of over-time compensation, the payment of compensation in accordance with the place of assignment and the supply of free lodging for the midwives.

4. In order to have wider participation by more Tunisian doctors in the family planning program, the Borrower will implement the following measures :

- (a) participation in the family planning program of all pediatricians and other physicians attached to Maternal and Child Health Centers and other Family Planning Clinics within the national program by their carrying out medical examinations of family planning acceptors, undertaking prescription of contraceptives, insertion of intrauterine devices, follow-up of medical complications, giving medical advice and providing the stimulus, leadership and initiative for such work in these centers and clinics.
- (b) involvement of an increasing number of general practitioners in the national family



planning program by using them on part-time basis at Maternal and Child Health Centers where Government doctors are not available; such services will be provided in accordance with the needs of the clinic and region served and will be duly expanded as such need may require;

- (c) conduct of special training courses for doctors in the family planning programs, both centrally and in the provinces;
- (d) training of medical students and medical interns in family planning work and population planning.
- (e) to the extent possible, encouragement of the medical corps to provide family planning services in the Maternal and Child Health Centers and other clinics so that facilities and services are available to women at all times.

5. To ensure that the widest use of paramedical personnel is undertaken, the Borrower shall take necessary steps to enable midwives and nurses at the Maternal and Child Health Centers and other family planning clinics, to :

- (a) continue to give advice on family planning and undertake educational and motivation work to antenatal and postnatal women, and among all mothers attending such clinics;
- (b) increase such home visits as may be necessary for such education and motivation work;
- (c) carry on follow-up work in connection with the family planning program;
- (d) supply to acceptors conventional contraceptives (i.e. condoms, contraceptive foam, jellies) and to repeat acceptors additional supply of oral contraceptives;
- (e) give advice on facilities for contraception and on control and cure of complications.

The Borrower shall submit prior to July 1, 1971, to the Association for its approval a detailed plan for implementing the administrative arrangements under paragraphs 3, 4 (a), (b), (c), (d) and 5 above.

#### SCHEDULE 6

##### LOCATION AND BED CAPACITIES OF FACILITIES INCLUDED IN PART A OF THE PROJECT

<i>Location</i>	<i>Approximate Bed Capacity</i>
1. Tunis . . . . .	140
2. Sousse . . . . .	140
3. Sfax . . . . .	140
4. Bizerte . . . . .	80

<i>Location</i>	<i>Approximate Bed Capacity</i>
<i>Rural Maternity Centers</i>	
1. Houmt Souk (Djerbe) . . . . .	10
2. Sedjenane (Bizerte) . . . . .	15
<i>Maternal and Child Health Centers</i>	
1. TebourSouk (Beja)	
2. Zaouiet Madien (Beja)	
3. Djendouba	
4. Bou Salem (Djendouba)	
5. Sers (Le Kef)	
6. El Maknassv (Gafsa)	
7. El Regab (Gafsa)	
8. El Ghetar (Gafsa)	
9. Tatouine (Medenine)	
10. Ben Gardane (Medenine)	
11. Goumrassen (Medenine)	
12. Matmata (Gabes)	
13. El Hafsia (Tunis)	
14. Ezzouhour (Tunis)	
15. Kallat Landllus (Tunis)	
16. La Marsa (Tunis)	
17. Melassine (Tunis)	
18. Ksour Essaf (Sousse)	
19. Djemmal (Sousse)	
20. Haffouz (Kairouan)	
21. Hadjeb (Kairouan)	
22. Sbikha (Kairouan)	
23. Sidi Ali Ben Nasrallah (Kairouan)	
24. Kairouan	
25. Eli Alia (Bizerte)	
26. Soma (Nabeul)	
27. Haouaria (Nabeul)	
28. Merzel Chaker (Sfax)	
29. Bir Ali Ben Khalif (Sfax)	
<i>Avicenne Paramedical Training School</i> including its Postgraduate Training Section.	

## INTERNATIONAL DEVELOPMENT ASSOCIATION

## GENERAL CONDITIONS, DATED 31 JANUARY 1969

## GENERAL CONDITIONS APPLICABLE TO DEVELOPMENT CREDIT AGREEMENTS

[Not published herein. See United Nations, Treaty Series, vol. 703, p. 244.]