#### No. 12575

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, INTERNATIONAL DEVELOPMENT ASSOCIATION and SWEDEN

# Administration Letter—Second Highway Project. Dated at Washington on 24 February 1969

Authentic text: English.

Registered by the International Bank for Reconstruction and Development and the International Development Association on 14 June 1973.

## BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT, ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT

### et SUÈDE

Lettre d'administration — Deuxième projet relatif au réseau routier. En date à Washington du 24 février 1969

Texte authentique: anglais.

Enregistrée par la Banque internationale pour la reconstruction et le développement et l'Association internationale de développement le 14 juin 1973.

#### ADMINISTRATION LETTER<sup>1</sup>

#### INTERNATIONAL DEVELOPMENT ASSOCIATION INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

February 24, 1969

His Excellency H. de Besche Ambassador Embassy of Sweden Washington, D.C.

> Tanzania: Second Highway Project Administration Letter

Sir:

We refer to the Development Credit Agreement<sup>2</sup> (hereinafter called the Association Agreement) between the United Republic of Tanzania (hereinafter called the Borrower) and the International Development Association (hereinafter called the Association), the Loan Agreement<sup>3</sup> (hereinafter called the Bank Agreement) between the Borrower and the International Bank for Reconstruction and Development (hereinafter called the Bank), the Development Credit Agreement<sup>4</sup> (hereinafter called the Swedish Agreement) between the Kingdom of Sweden (hereinafter called Sweden) and the Borrower, as well as the Agreement on Allocation and Disbursement of Proceeds of Financing<sup>5</sup> between the Borrower, Sweden, the Bank and the Association (hereinafter called the Disbursement Agreement), all of even date herewith.

#### Exchange of Information and Consultation

- There shall be close collaboration between the Bank, the Association and Sweden on matters relating to the execution, including supervision of the Project, and on other matters of common interest to them in the administration of the Association Agreement, the Bank Agreement and the Swedish Agreement. To this end they shall keep each other currently informed of the progress of the Project, including the findings of any inspection by their representatives. Particularly, the Bank shall send copies for information to Sweden of letters or notices to the Borrower in which the Bank determines, or expresses itself on, matters of common concern to the Bank, the Association and Sweden.
- The Association and the Bank shall give Sweden, by cable, three days' advance notice of their intention of declaring the Association Agreement and the Bank Agreement in force and effect. Notice shall similarly be transmitted to Sweden as soon as the Association Agreement and the Bank Agreement have come into force and effect.
- The Association, the Bank and Sweden shall promptly inform each other whenever one of them proposes:
  - (i) to modify materially its Agreement with the Borrower;
- (ii) to suspend or terminate in whole or in part, withdrawals under such Agreement; or

<sup>&</sup>lt;sup>1</sup> Came into force on 24 February 1969, the date of signature by the Bank and the Association and confirmation on behalf of the Government of Sweden.

<sup>&</sup>lt;sup>2</sup> Sec p. 221 of this volume.

<sup>&</sup>lt;sup>3</sup> See p. 203 of this volume.

<sup>4</sup> See p. 259 of this volume. <sup>5</sup> See p. 241 of this volume.

(iii) to declare the indebtedness of the Borrower under such Agreement to be due and payable in advance of the agreed maturity thereof.

In each case the Association, the Bank and Sweden shall afford each other all reasonable opportunity, in advance of taking the proposed action, to exchange views with respect thereto.

Each party retains, however, its respective independent right of decision and action under the Association Agreement, the Bank Agreement and the Swedish Agreement, including the right of such party to permit continued disbursements under its respective Agreements with the Borrower in case of suspension or cancellation under the other Agreements.

- 2. Authority of the Bank to Act on Behalf of Sweden
- A. Unless otherwise notified by Sweden, the Bank shall represent Sweden with respect to supplementary agreements, approvals or arrangements with the Borrower regarding
- (a) matters arising under the Disbursement Agreement;
- (b) the Closing Date under Article IV, Section 3 of the Swedish Agreement; and matters arising under Article VI, Section 6 of the Swedish Agreement.
- B. Before taking any action pursuant to paragraph (A) above which is outside the normal course of administration, the Bank shall obtain the concurrence of Sweden.
- C. The Bank shall exercise the same care in the discharge of its functions under this letter as it exercises in respect of the administration and management of its own affairs.
- 3. Possible Partial Replacement of the Financing Facilities under the Swedish Credit
- A. Association and the Bank have no objection to the contents of the Exchange of Letters No. 1 to the Swedish Credit Agreement regarding possible partial replacement of the financing facilities offered under the Swedish Credit.
- B. The Association shall notify Sweden and Tanzania as soon as the replenishment of the Association's resources referred to in paragraph 2 of the said Exchange of Letters No. 1 has been achieved.

#### 4. Miscellaneous

Any notice or request required or permitted to be given or made under this Letter and any agreement contemplated by this Letter 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 or cable to the party to which it is required or permitted to be given or made at such party's address specified below, or at such other address as such party shall have designated by notice to the party giving such notice or making such request:

For Sweden

(a) for the purposes of effecting withdrawals:

Sveriges Riksbank Stockholm 2 Sweden

Alternative address for cables:

Riksbanken Stockholm

#### (b) for all other purposes:

Swedish International Development Authority 10525 Stockholm 1 Sweden

Alternative address for cables:

SIDA Stockholm

#### For the Association:

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

Alternative address for cables:

Indevas Washington, D.C.

#### For the Bank:

International Bank for Reconstruction and Development 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Alternative address for cables:

Intbafrad Washington, D.C.

Please indicate your agreement with the foregoing by signing the form of confirmation on the three counterparts of this Letter, retaining one for your records and returning the other two to us.

Very truly yours,

International Development Association:
International Bank for Reconstruction and Development:

By Simon Aldewereld Vice President

#### Confirmed:

Kingdom of Sweden:

By Hubert De Besche Authorized Representative