

No. 14220

---

**UNITED NATIONS  
(UNITED NATIONS  
CAPITAL DEVELOPMENT FUND)  
and  
CHAD**

**Grant Agreement—*Rural Primary Schools* (with annexes).  
Signed at N'Djamena on 18 August 1975**

*Authentic text: French.*

*Registered ex officio on 18 August 1975.*

---

**ORGANISATION DES NATIONS UNIES  
(FONDS D'ÉQUIPEMENT DES NATIONS UNIES)  
et  
TCHAD**

**Accord de don—*Écoles primaires rurales* (avec annexes).  
Signé à N'Djamena le 18 août 1975**

*Texte authentique : français.*

*Enregistré d'office le 18 août 1975.*

## [TRANSLATION — TRADUCTION]

GRANT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF CHAD (hereinafter called the Government) AND THE  
UNITED NATIONS CAPITAL DEVELOPMENT FUND (hereinafter  
called the UNCDF)

Project Number: CHD/74/C31

Project Title: Rural Primary Schools

*Approved:*[NGANGBET KOSNAYE]  
For the Government*Date:* 18 August 1975[N'DIAYE]  
For the UNCDF*Date:* 18 August 1975*Article I. THE GRANT*

*Section 1.01.* The UNCDF agrees to make a grant (hereinafter called the Grant) available to the Government, upon the terms and conditions set forth or referred to in this Agreement, in an amount equivalent to one million six hundred and forty thousand United States dollars (\$US 1 640 000) as a financial contribution to the project (hereinafter called the Project) described in annex I to this Agreement. One third of that amount (\$546 000) shall be applied to the first phase of the Project and the balance of \$1 094 000 to the second phase.

*Section 1.02. (a)* The UNCDF shall open a grant account (hereinafter called the Grant Account) on its books in the name of the Government, and shall credit the Grant Account with the amount of the Grant.

*(b)* The table below sets forth the categories of items to be financed out of the proceeds of the Grant and the allocations of the amounts to each category.

<i>Categories</i>	<i>Amount of the Grant allocated (in US dollars)</i>	
	<i>Total</i>	<i>One third for the first phase</i>
(1) Building materials .....	559 000	186 000
(2) Transport .....	306 000	102 000
(3) Manpower .....	172 000	57 000
(4) Equipment (water wells, latrines, fences, etc) .....	138 000	46 000
(5) Furniture .....	138 000	46 000
(6) 25% provision for inflation .....	327 000	109 000
TOTAL	<u>\$1 640 000</u>	<u>\$ 546 000</u>

<sup>1</sup> Came into force on 18 August 1975 by signature, in accordance with section 6.01.

(c) Disbursements shall be made from the Grant Account and the Project shall be administered in accordance with the conditions and provisions and by the organizations set forth or referred to in an Administration Agreement, which shall be agreed and signed by the UNCDF and the organizations executing the Project. A model Administration Agreement, marked annex II, is attached to this Agreement.

(d) Notwithstanding the provisions of paragraph (c) of this Section no disbursements shall be made in respect of:

- (i) any expenditures prior to the date of this Agreement;
- (ii) payments for taxes and other charges imposed under the laws of the Government or laws in effect in its territories on goods or services, or on the importation, manufacture, procurement or supply thereof; and
- (iii) any expenditures except in cases where the prior conditions stipulated in paragraph (e) of this section are fulfilled.

(e) The prior conditions for any disbursement from the Grant Account are stipulated in annex III to this Agreement, it being agreed that the UNCDF may, by notice to the Government, declare this Agreement to be null and void if the prior conditions are not fulfilled by 31 December 1975.

*Section 1.03.* If the UNCDF has reasonably estimated that the portion of the Grant allocated to any category will be insufficient to finance the expenditures in that category, the UNCDF may, by notice to the Government, transfer to such category amounts allocated to any other category as in the opinion of the UNCDF are not required to meet other expenditures.

*Section 1.04.* If the UNCDF has reasonably estimated that the purchase of any goods or services included in any category is inconsistent with the procedures set forth or referred to in this Agreement, any expenditures borne for the payment of such goods or services shall not be financed out of the proceeds of the Grant, and the UNCDF may, without prejudice to any other right, power or remedy to which it is entitled under the Grant Agreement, cancel, by notice to the Government, such portion of the Grant as in the reasonable opinion of the UNCDF represents the amount of the expenditures that would otherwise have been eligible for financing out of the proceeds of the Grant.

*Section 1.05.* The UNCDF may by notice to the Government terminate the right of the Government to withdraw from the Grant Account any amount not withdrawn by 31 December 1977, or by such other date as shall be agreed between the Government and the UNCDF.

## *Article II. GENERAL PROVISIONS CONCERNING THE EXECUTION OF THE PROJECT*

*Section 2.01.* The Government shall carry out the Project or, if another organization is designated for this purpose in this Agreement or in the attached annex, cause the Project to be carried out by such organization with due diligence and efficiency and in conformity with appropriate administrative, technical and financial practices; and shall provide, as needed, all funds, facilities, services and other resources required therefor.

*Section 2.02.* (a) Contracts for the goods and services required for the Project and to be financed out of the proceeds of the Grant shall be awarded under the procedures set forth in the Administration Agreement, marked annex II, attached to this Agreement.

(b) The UNCDF may, in agreement with the Government, take steps to ensure that, for the procurement of the goods and services needed for the Project, the Government is provided with aid that is compatible with the policy of the UNCDF.

*Section 2.03.* Except as the Government and the UNCDF shall otherwise decide, the Government shall cause all goods and services financed out of the proceeds of the Grant to be used exclusively for the Project.

*Section 2.04.* The Government undertakes to insure, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Grant against all 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 Government to replace or repair such goods.

*Section 2.05.* The Government shall:

- (a) maintain records adequate to show the progress of the Project (including the cost thereof) and to identify the property and services financed out of the proceeds of the Grant, and to disclose the use thereof in the Project;
- (b) have such records audited every year and furnish to the UNCDF such records and the report of the audit thereof not later than six months after the end of the fiscal year of the Government;
- (c) enable the UNCDF's representatives to visit the facilities and construction sites included in, or relevant to, the Project, and to examine the property financed out of such proceeds and any relevant records and documents; and
- (d) furnish to the UNCDF all such information as the UNCDF may reasonably request concerning the Project, the expenditure of the proceeds of the Grant and the property and services financed out of such proceeds.

*Section 2.06.* Except as the Government and the UNCDF shall otherwise decide, the Government shall not create or permit to be created any encumbrance, mortgage, pledge, charge or lien of priority of any kind on the goods financed out of the proceeds of the Grant, provided, however, that the foregoing provisions of this section shall not apply to any lien created on property, at the time of purchase of such goods, solely as security for the payment of the purchase price of such property.

### *Article III. CO-OPERATION AND INFORMATION*

*Section 3.01. (a)* The Government and the UNCDF shall co-operate fully to ensure that the purposes of the Grant will be accomplished. To that end, the Government and the UNCDF shall, at the request of any one of them:

- (i) exchange views through their representatives with regard to the progress of the Project, the benefits derived therefrom and the performance of their respective obligations under this Agreement and other matters relating to the purposes of the Grant; and
- (ii) furnish to the other Party all such information as it may reasonably request with regard to the progress of the Project, the benefits derived therefrom and the general status of the Grant.

(b) The Government and the UNCDF shall promptly inform each other of any condition which interferes with, or threatens to interfere with, the progress of the Project, the accomplishment of the purposes of the Grant, or the performance by any one of them of its obligations under this Agreement.

(c) After the completion of the Project, the Government shall make available to the UNCDF all such information as the UNCDF may reasonably request with regard to the benefits derived from the Project, including information necessary for the UNCDF to evaluate the Project or its assistance to the Government.

*Article IV.* SUSPENSION OR TERMINATION OF ASSISTANCE

*Section 4.01.* The UNCDF may by written notice to the Government suspend its assistance under this Agreement if in the judgment of the UNCDF any circumstance arises which interferes with or threatens to interfere with the successful completion of the Project or the accomplishment of its purposes. The UNCDF may, in the same or in a subsequent written notice, indicate the conditions under which it is prepared to resume its assistance under this Agreement. Any such suspension shall continue until such conditions are accepted by the Government and the UNCDF shall have given written notice to the Government that it is prepared to resume its assistance under this Agreement.

*Section 4.02.* If any situation referred to in section 4.01 shall occur and continue for a period of thirty days after notice thereof shall have been given by the UNCDF to the Government, then at any time thereafter during the continuance thereof, the UNCDF may by written notice to the Government terminate its assistance under this Agreement and require that the Government reimburse to the UNCDF the amount of the Grant disbursed from the Grant Account. The Government shall promptly reimburse such amount to the UNCDF upon receipt of such request.

*Section 4.03.* The provisions of this article shall be without prejudice to any other rights or remedies that the UNCDF may have in the circumstances, whether under the general principles of law, the laws in effect in the territories of the Government or other legislation.

*Section 4.04.* No delay in exercising, or omitting to exercise, any right or remedy of the UNCDF under this Agreement shall be construed as a waiver thereof.

*Article V.* INTERPRETATION AND SETTLEMENT OF DISPUTES

*Section 5.01.* The provisions of this Agreement shall be interpreted in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations and any relevant matter for which no provision is made in this Agreement shall be settled by the Parties thereto in keeping with the said resolutions and decisions, each Party giving full and sympathetic consideration to any proposal advanced by the other Party under this section.

*Section 5.02.* Any dispute between the UNCDF and the Government arising out of or relating to this Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman of the arbitration tribunal. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

*Article VI.* DATE OF ENTRY INTO FORCE: TERMINATION

*Section 6.01.* This Agreement shall enter into force on the date of signature by the last Party.

*Section 6.02.* The obligations of the Parties under this Agreement shall terminate on a date three years after the date set forth in section 1.05 of this Agreement

or three years after such other date as shall be agreed between the Government and the UNCDF in accordance with the provisions of the said section.

*Article VII.* REPRESENTATIVES OF THE PARTIES: ADDRESSES

*Section 7.01.* Mr. Ngangbet Kosnaye, Minister of National Education, is designated as representative of the Government for the purpose of taking any action required or permitted to be taken under this Agreement on behalf of the Government.

*Section 7.02.* The UNCDF may by notice to the Government designate a person or persons as representative of the UNCDF for the purpose of receiving any documentation which is to be furnished to the UNCDF or of performing any act required or permitted to be performed by the UNCDF in accordance with the terms of this Agreement.

*Section 7.03.* The following addresses are specified for the purpose of transmitting any notice or request required or permitted to be given or made under this Agreement.

For the Government:

The Minister of National Education  
N'Djamena  
Chad

For the UNCDF:

United Nations Capital Development Fund  
c/o Resident Representative of the United Nations Development Programme  
PNUD, B.P. 906  
N'Djamena  
Chad

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 on the respective dates written above.

*Approved:*

The Government of the Republic of Chad  
[NGANGBET KOSNAYE]  
For the Government

*Date:*

United Nations Capital Development Fund (UNCDF)  
[N'DIAYE]  
For the UNCDF

*Date:*

United Nations Office of Technical Cooperation  
[N'DIAYE]  
For UN/OTC

*Date:* 2 September 1975

## ANNEX I

## DESCRIPTION OF THE PROJECT

The Project consists of the construction of 36 primary schools in 3 selected regions, each composed of 10 buildings comprising classrooms, sanitary facilities, basic teaching equipment, workshops and installations for the production and storage of agricultural products. The schools have been designed for the purpose of integrating primary education with the demonstration of methods for improving agricultural production, the latter being a source of income for the maintenance and expansion of the schools. The construction will be undertaken in co-operation with the parents' associations, which will provide the manpower and may assume responsibility for running the schools and managing the income from the agricultural production.

The Government will take the necessary steps to ensure that the Project is provided with the appropriate staff and teaching materials. This means that each school will have a teaching staff capable of applying the new teaching methods. Project CHD/74/011 will provide construction expertise and the plans for the schools and the attached agricultural production units. The Project will consist of two separate phases. In the first phase 12 schools will be built in one of the three regions and the results will be evaluated on the basis of the following criteria:

- (a) the ratio between the cost estimates and construction time provided for in the budget and the actual costs and time involved;
- (b) the effectiveness of the community organization and the participation of the parents' associations in the Project;
- (c) the actual availability of the teaching staff assigned by the Government to the Project;
- (d) the nature and development of the plans for the agricultural production units.

## ANNEX II

## ADMINISTRATION AGREEMENT

Reference is made to the Grant Agreement between the Government of the Republic of Chad (the Government) and the United Nations Capital Development Fund (UNCDF) concerning the financing of rural primary schools. The purpose of this Administration Agreement is to stipulate the conditions for implementing the Grant Agreement by specifying the respective responsibilities of the Government, the United Nations Office of Technical Co-operation (UN/OTC), which is the executing agency for Project CHD/74/011 "School Buildings in Rural Areas", and UNDP (RESREP). In addition to the responsibilities of the parties concerned, as set forth in project document CHD/74/011, the Administration Agreement stipulates the following conditions for implementation:

A. *Responsibilities of the RESREP*

The RESREP shall be responsible for any disbursement made from the Grant Account in order to meet the costs of the Project. Before any disbursement from the Grant Account is made, the RESREP must state his agreement that the prior conditions stipulated in annex III to the Grant Agreement have been fulfilled.

B. *Responsibility of the United Nations*

The United Nations shall appoint the Director of Project CHD/74/011, who, acting as the representative of the RESREP, shall be responsible for the management of the Project, covering the following components: construction, procurement of equipment and materials, and liaison with the Government and other international organizations such as UNESCO. The United Nations shall furnish to the Government and the UNCDF all the reports needed for the purpose of monitoring the progress of the Project in accordance with the provisions of project document CHD/74/011 and of this Agreement.

## ANNEX III

The prior conditions for any disbursement from the amount of the Grant by the RESREP shall be the following:

- (1) the Director of Project CHD/74/011 shall be at his post;
  - (2) for the second phase of the Project, the results of the evaluation of the first phase shall have been deemed satisfactory by the United Nations Capital Development Fund.
-