

**No. 17224**

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**UNITED STATES OF AMERICA  
(AGENCY FOR INTERNATIONAL DEVELOPMENT)  
and  
ORGANIZATION FOR THE DEVELOPMENT  
OF THE SENEGAL RIVER**

**Grant Agreement for the Senegal River Basin survey and  
mapping (with annexes). Signed at Dakar on 31 August  
1976**

*Authentic texts: English and French.*

*Registered by the United States of America on 24 November 1978.*

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**ÉTATS-UNIS D'AMÉRIQUE  
(AGENCE POUR LE DÉVELOPPEMENT  
INTERNATIONAL)  
et  
ORGANISATION POUR LA MISE EN VALEUR  
DU FLEUVE SÉNÉGAL**

**Accord de subvention pour le Projet d'établissement de levés  
topographiques et de cartographie du bassin du fleuve  
Sénégal (avec annexes). Signé à Dakar le 31 août 1976**

*Textes authentiques : anglais et français.*

*Enregistré par les États-Unis d'Amérique le 24 novembre 1978.*

# GRANT AGREEMENT<sup>1</sup> FOR THE O.M.V.S. SENEGAL RIVER BASIN SURVEY AND MAPPING BETWEEN THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.") AND THE ORGANISATION POUR LA MISE EN VALEUR DU FLEUVE SÉNÉGAL ("O.M.V.S.")

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*Obligation Number:* 6717810  
*Project Number:* 625-11-995-926  
*Appropriation:* 72-1161029  
*Allotment:* 629-67-625-00-67-51  
*Fiscal Year:* Transition Quarter  
(July–September 1976)

This GRANT AGREEMENT made and entered into as of the day of August 31, 1976, by and between the GOVERNMENT OF THE UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT (hereinafter called "A.I.D.") and the ORGANISATION POUR LA MISE EN VALEUR DU FLEUVE SÉNÉGAL (hereinafter called "O.M.V.S.")

## Article I. PURPOSE OF THE GRANT

The purpose of the Grant is to implement for the O.M.V.S. a geodetic network and precise leveling in the Valley of the Senegal River Basin. These are necessary for the O.M.V.S. to establish a common system of mapping in the region for the studies and construction envisaged in order to realize the objectives of the Integrated Development Strategy of the Senegal River Basin. These are required in particular for the planned irrigation, dams and ports projects and for studies of forestry and natural resources. These precise geodetic leveling and horizontal networks will constitute the basis of the large-scale mapping, which will be carried out subsequently.

Precise leveling (vertical control) is the first requirement, especially for the irrigation projects planned for several regions in the Basin. The present leveling linkages served as the basis for the horizontal surveying but are no longer adequate. The leveling must, therefore, be laid out anew. Most of the marking points no longer exist or, having been displaced over time, are no longer reliable.

Horizontal control is the second requirement. The only existing control in the area is the net of astronomical stations established by the French National Geographic Institute (I.G.N.) over 20 years ago for the 1:200,000 scale maps. This net was set up as an expedient, just adequate for that scale. This control is not reliable for large-scale mapping; therefore, a precise horizontal network needs to be established.

The third requirement is procurement of aerial photography for the purpose of producing class A photomaps and orthophotomaps. The length of the aerial photography flying season is based on numerous cloud-free days with very good visibility. This limits the flying season to the January to March period.

The fourth requirement is the surveying and photogrammetric work needed to produce maps from the aerial photographs.

## Article II. DESCRIPTION OF THE PROJECT

The project consists of two phases. The first is the establishment of a precise geodetic traverse connected to the 12th parallel at Kayes, Mali, passing through the Senegal Valley

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<sup>1</sup> Came into force on 31 August 1976, in accordance with its provisions.

beyond the Guiers Lake and then rejoining the 12th parallel near Thiès, which lies about 40 kilometers east of Dakar. At the same time, basic first-order leveling will be carried out. This is necessary because there are several horizontal and vertical networks that do not meet the required standards and are not based on a common datum. These first phase activities will support the second phase activity, which is the photography, mapping surveys and photogrammetry. The mapping operations will include the aerial photography in the limits of the Senegal River Basin. This project is further described in Annex A attached hereto, which annex may be modified by written agreement between O.M.V.S. and A.I.D.

Article III. AMOUNT OF A.I.D. GRANT

A) There is granted at this time an amount not to exceed \$1,200,000 for the purposes of financing the services of a U.S. contracting firm selected by the O.M.V.S. after issuance of a request for proposals and approved by A.I.D. to carry out the precise leveling vertical control and the work to be performed in the first year of the project on the establishment of horizontal control in accordance with the project budget below.

B) Project Budget:

1) Vertical Control .....	\$381,000
2) Horizontal Control .....	\$764,000
3) Contract Inspection .....	\$55,000
	<u>TOTAL \$1,200,000</u>

C) Procurement:

1) The procurement of commodities to be financed by A.I.D. will be carried out by the contractor selected to perform the field work.

2) Payment of commodities and contract services from the U.S. will be made by A.I.D. upon receipt of written approval from O.M.V.S. pursuant to documentation issued by A.I.D. in accordance with its procedures.

D) Disbursements:

A.I.D. will disburse funds granted herein directly to the contractor for the payment of services and commodities financed by A.I.D.

E) Subject to A.I.D. programming decisions and the availability of funds, A.I.D. will finance the horizontal control and the aerial mapping photography in subsequent fiscal years.

Article IV. GENERAL COVENANTS OF O.M.V.S.

A) O.M.V.S. assumes sponsorship of the program and agrees to support the purposes of the project as set forth in Article I.

B) The O.M.V.S. agrees to facilitate access to areas and sources of information related to the purposes of the project, and to provide land for the placing of monuments and conducting the field work.

C) If A.I.D. or any public or private organization furnishing commodities through A.I.D. financing for operations hereunder in any of the Member States is, under the laws, regulations, or administrative procedures of such State, liable for customs duties and import taxes on commodities imported into that State for the purpose of carrying out the Agreement, the O.M.V.S. will pay such duties and taxes unless exemption is otherwise provided by international agreement.

D) If any personnel (other than citizens and permanent residents of the Member State) whether United States Government employees, or employees of public or private organizations under contract with A.I.D., O.M.V.S., a Member State or any other agency authorized by a Member State who are present in such Member State to provide services

which A.I.D. has agreed to furnish or finance under this Agreement, are, under the laws, regulations, or administrative procedures of such State (i) liable for income or social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, (ii) liable for property taxes on personal property intended for their own use, or (iii) liable for the payment of any tariff or duty upon personal or household goods brought into the Member State for their own personal use, such State will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

E) O.M.V.S. will take such steps as may be necessary to facilitate entry and travel within the Member States for purposes of allowing persons to perform duties, functions and services under this Grant Agreement by securing one year multiple-entry visas, and securing their extensions as required.

F) O.M.V.S. and A.I.D. shall consult as frequently as necessary concerning the execution of this Grant Agreement and the implementation of the activities contemplated by the Agreement.

G) O.M.V.S. shall keep A.I.D. currently informed as to the status, including the planning and implementation of the project, and will submit to A.I.D. such reports relating to the project as A.I.D. may reasonably request.

H) O.M.V.S. will make such arrangements as may be necessary so that funds introduced into the Member States by A.I.D. or any public or private agency for the purpose of carrying out obligations of A.I.D. hereunder shall be convertible into currency of that State at the rate which at the time of conversion is made is the current legal rate within the Member State. Every effort will be made by O.M.V.S. to obtain the highest rate of exchange.

#### *Article V. MUTUAL COVENANTS*

A) The parties shall have the right at any time to observe operations carried out under this Grant Agreement. A financial audit of the project will be made by the two parties within six months after completion of the project and a report on the findings made. O.M.V.S. and the representatives of the U.S. Government, including the Comptroller General of the United States, during the term of the Grant and three years after final disbursement under this Agreement, shall further have the right:

- 1) To examine any property procured through financing by that party under this Grant Agreement, wherever such property is located, and
- 2) To inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by that party under this Grant Agreement, wherever such records may be located and maintained. Financial records, including documentation to support entries on accounting records and to substantiate charges to the Grant, shall be kept in accordance with generally accepted accounting practices. Such records shall be maintained and neither destroyed nor otherwise disposed of until three (3) years after final disbursement under this Grant Agreement, or, if questions about expenditures are raised on audit or otherwise within such time, until all such questions have been resolved. Each party, in arranging for any disposition of any property procured through financing by the other party under this Grant Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which financed the procurement of the property.

B) Any property furnished pursuant to this Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project and thereafter shall be used so as to further the objectives of the project. Either party shall offer to return to the other or to reimburse the other for any property which it obtains

through financing by the other party pursuant to the Agreement which is not used for project requirements.

*Article VI. MISCELLANEOUS PROVISIONS*

A) Title to all studies and property financed by A.I.D. pursuant to the Grant Agreement shall be in O.M.V.S.

B) For all purposes relevant to this Agreement A.I.D. will be represented by the individual holding or acting in the office of A.I.D./O.M.V.S. Coordinator. Within 30 days of the signing of this Grant Agreement, O.M.V.S. shall designate in writing to A.I.D. the name(s) of the person(s) who shall serve as its representative(s) with responsibility for implementation of the Project and provide specimen signatures of all such persons. Each of these representatives, by written notice, may designate additional representatives.

C) This Agreement is prepared both in English and French. The English version shall be considered controlling for purposes of interpretation.

D) It is expressly understood that notwithstanding anything in this Grant Agreement to the contrary, A.I.D. shall expend funds and carry on operations pursuant to this Grant Agreement only in accordance with the applicable laws and regulations of the United States Government.

E) Any party may terminate this Grant Agreement by giving the other party thirty (30) days' written notice of intention to terminate it. Termination of this Grant Agreement shall terminate any obligations of the parties to provide financial or other resources to the project, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Grant Agreement. It is expressly understood that all other obligations under this Grant Agreement shall remain in force after such termination.

F) The Grant Agreement shall be binding upon and inure to the benefit of any successor of one or the other party. This Agreement may not be assigned nor may any obligations hereunder be delegated by one of the parties without the written consent of the other.

G) This Grant Agreement has been prepared in multiple identical copies which have been distributed by A.I.D. to O.M.V.S. This Grant Agreement shall be in full force and effect upon the signing of a single or separate identical copies by all of the parties hereto. Should any party so request, each of the parties hereto agrees to re-execute this Agreement, so as to provide each party with a fully executed form of agreement.

H) No portion of the funds granted by A.I.D. under this Agreement shall be disbursed after three (3) years from the effective date of this Agreement, unless such date is extended by A.I.D. in writing, and any funds granted hereunder by A.I.D. which remain undisbursed on that date shall revert to A.I.D.

I) Upon completion of the project, a completion report shall be drawn up, signed by appropriate representatives of A.I.D. and O.M.V.S., and submitted to A.I.D. and O.M.V.S. The completion report shall include a summary of the actual contributions to the project by each party to this Grant Agreement, and shall provide a record of the activities carried out, the objectives achieved and related basic data. A.I.D. and O.M.V.S. shall furnish the other with such information as may be needed to determine the nature and scope of operations under this Grant Agreement to evaluate the effectiveness of such operations. O.M.V.S. agrees to transmit written appraisals of any contractor's performance to A.I.D. on completion of such performance.

J) Except as A.I.D. may otherwise agree in writing, the services, equipment and materials financed hereunder shall have their sources and origin in the U.S. or in O.M.V.S. Member States.

K) O.M.V.S. agrees to execute an assignment to A.I.D., upon request, of any cause of action which may accrue to it in connection with or arising out of a contractor's performance or breach of performance of any contract financed in whole or in part out of funds provided by A.I.D. under this Grant Agreement. However, this authorization does not constitute a total and definitive renunciation by O.M.V.S. to exercise its rights.

L) Implementation Letters

A.I.D. may, from time to time, issue implementation letters that will prescribe the procedures applicable in connection with the implementation of this Agreement.

IN WITNESS WHEREOF, O.M.V.S. and the United States of America, each acting through its respective duly authorized representatives, have caused this Grant Agreement to be signed in their names and delivered as of the day and year first above written.

Agency for International Development:

*[Signed]*

ALLEN C. DAVIS

*Title:* Chargé d'Affaires a.i.

*Date:* August 31, 1976

## ANNEX A

## DETAILED DESCRIPTION OF PROJECT—ESTABLISHMENT OF A PRECISE GEODETIC CONTROL

*Vertical Control:* The number of gravity powered irrigation projects being planned and/or implemented dictates the need for precise leveling. The existing first order leveling is two decades old and many of the bench marks have been disturbed. As a practical matter, it is better and possibly cheaper to establish new first order leveling than simply to check the old bench marks. Existing bench marks are too far apart; spacing for the new leveling should seldom exceed one kilometer between bench marks.

In addition to establishing new first order leveling along the road between Kayes and St-Louis, leveling will be transferred across the river in the mapping areas of Bakel, Matam, Kaedi, Salde, Bogue, Podor and Richard Toll.

*Horizontal Control:* The next priority is the establishment of a precise horizontal framework to which all mapping surveys can be attached. This framework will consist of a precise geodetic traverse similar to the 12th Parallel Survey and will be connected to the 12th Parallel Survey near Kayes and Thiès. This precise traverse will follow the Senegal Valley from Kayes to the vicinity of Rosso, Mauritania before turning south toward Thiès. The exact path of the precise traverse will be one that combines sound surveying practices with economy of operation.

Since all future mapping and survey work in the area will use these precise traverse stations and supplementary stations as a reference, it will be less expensive in the long run, and therefore, a worthwhile, justifiable, long-term investment, to establish a good, closed precise geodetic traverse for the first horizontal control in the region rather than seek cheaper, more expeditious methods which would have to be redone in the future.

The 1.2 million dollars provided under this Grant Agreement will be used to establish a series of benchmarks (vertical control points) from Kayes, Mali, to St-Louis, Senegal and a series of triangulation stations (horizontal control points) from Kayes to the vicinity of Kaedi, Mauritania. Technical and physical resources financial under this Agreement include equipment and commodities and surveyors and related technicians and laborers required for identifying natural benchmarks, constructing new ones and making observations. The budget proposed for these activities is as follows:

1) Vertical Control		
— Expatriate personnel . . . . .	\$150,000	
— Commodities . . . . .	\$92,000	
— Other costs (local labor, construction materials and operating costs) . . .	\$139,000	
	Subtotal	\$381,000
2) Horizontal Control		
— Expatriate personnel . . . . .	\$339,000	
— Commodities . . . . .	\$241,000	
— Other costs (local labor, construction materials and operating costs) . . .	\$184,000	
	Subtotal	\$764,000
3) Contract Inspection		
	Subtotal	\$55,000
	TOTAL	\$1,200,000

## ANNEX B

LETTER OF RESERVE ON THE GRANT AGREEMENT EXECUTED BETWEEN THE O.M.V.S.  
AND A.I.D. ON AUGUST 31, 1976

The O.M.V.S. states reservations on Article VI, Para C, of this Grant Agreement since the O.M.V.S. believes that the English and French versions should be of equal weight for purposes of interpretation. This Agreement comes into force under these above-mentioned reservations, with the understanding that the Government of the United States may terminate this Grant Agreement in the event the O.M.V.S. does not renounce these reservations within 90 days following the date of signing of this Grant Agreement.

## ANNEXE B

LETTRE DE RÉSERVES SUR L'ACCORD DE SUBVENTION SIGNÉ ENTRE L'OMVS ET L'AID  
LE 31 AOÛT 1976

L'OMVS formule des réserves sur le paragraphe C de l'Article VI de cet Accord parce qu'elle estime que les versions anglaise et française doivent faire également foi aux fins d'interprétation. Le présent Accord entre en vigueur sous ces réserves étant entendu que le Gouvernement des États-Unis peut mettre fin à l'Accord de subvention si l'OMVS ne lève pas ces réserves dans les 90 jours qui suivent la date de signature de la présente lettre.

Countersigned by:

[Signed]

ALLEN C. DAVIS

*Title:* Chargé d'Affaires a.i.

*Date:* August 31, 1976

[Signé]

MAMADOU A. AW

*Titre :* Haut Commissaire de l'OMVS

*Date :* Le 31 août 1976