

**No. 22932**

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**SPAIN  
and  
SENEGAL**

**Protocol of agreement for the establishment of a counter-  
part fund for food aid (with annexes). Signed at Dakar  
on 2 January 1984**

*Authentic texts: Spanish and French.*

*Registered by Spain on 30 May 1984.*

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**ESPAGNE  
et  
SÉNÉGAL**

**Protocole d'entente pour la constitution d'un fonds de  
contrepartie d'aide alimentaire (avec annexes). Signé à  
Dakar le 2 janvier 1984**

*Textes authentiques : espagnol et français.*

*Enregistré par l'Espagne le 30 mai 1984.*

[TRANSLATION — TRADUCTION]

PROTOCOL<sup>1</sup> OF AGREEMENT BETWEEN THE KINGDOM OF SPAIN  
AND THE REPUBLIC OF SENEGAL FOR THE ESTABLISHMENT  
OF A COUNTERPART FUND FOR FOOD AID

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PROTOCOL OF AGREEMENT FOR THE ESTABLISHMENT  
OF A COUNTERPART FUND FOR FOOD AID

Considering that the Government of the Republic of Senegal (hereinafter referred to as Senegal) and the Government of the Kingdom of Spain (hereinafter referred to as Spain), in view of the prospects for increased technical co-operation made possible by the Spanish food aid provided to Senegal, have agreed to draw up a Protocol of Agreement for the establishment of a Counterpart Fund designed to finance development and co-operation projects established by mutual agreement between the two countries, and

Wishing to determine the arrangements that will govern the management, control and use of the Fund, the two Governments have agreed as follows:

*Article I. RESPONSIBLE AUTHORITIES*

1. Senegal designates the Ministry of Finance and Economic Affairs (Department of Debt and Investments), the Ministry of Rural Development (Commission on Food Aid) and the Ministry of Planning and Co-operation (Department of Financing of the Plan) as the bodies responsible for discharging its obligations under this Protocol of Agreement.

2. Spain designates its Embassy at Dakar as the body responsible for discharging its obligations under this Protocol of Agreement.

*Article II. PROJECTS*

1. Senegal undertakes to establish a Financing Fund for development and co-operation projects agreed on jointly with Spain.

2. The Fund's resources shall be the net proceeds from the sale of the food aid provided by Spain.

*Article III. RESPONSIBILITIES OF SENEGAL*

Senegal shall open a separate account in its name (hereinafter referred to as the "Spanish-Senegalese Counterpart Fund for Food Aid") in the National Development Bank of Senegal (BNDS), as agreed by Spain, and undertakes to:

1. Exempt the materials required for the implementation of the development and co-operation projects referred to in article II, paragraph 1, from port charges, import and export and other official duties, and storage costs. No licence shall be required for the import of the materials in question;
2. Have the Ministry of Finance and Economic Affairs designate an administrator of the account in which the funds are to be deposited;

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<sup>1</sup> Came into force on 2 January 1984 by signature, in accordance with article X (2).

3. Guarantee the application of the modalities for the management and control of the Fund in accordance with the provisions of article IV and of annexes A and B of this Protocol of Agreement;
4. Guarantee the use of the Counterpart Fund in accordance with article V of this Protocol.

#### *Article IV. MANAGEMENT AND CONTROL OF THE COUNTERPART FUND*

The modalities for the management and control of the Counterpart Fund relate to:

##### 1. *Management machinery*

Commitment and disbursement of funds from the Counterpart Fund shall be effected in the manner described in annex A.

##### 2. *Special bank account entitled "Spanish-Senegalese Counterpart Fund for Food Aid"*

The National Development Bank of Senegal (BNDS) shall act in accordance with the guidelines laid down in annex B.

##### 3. *Financial reports*

In accordance with its method for drawing up budgetary reports on the financial year, the Ministry of Finance and Economic Affairs, through its designated administrator, shall provide Spain, upon request, with a certified annual statement of transactions, funds received and funds disbursed.

##### 4. *Access to information concerning the administration of the Counterpart Fund*

Through its designated administrator, Senegal shall, upon request, provide Spain and its representatives with access to account registers and other documents relating to the administration of the Counterpart Fund.

#### *Article V. USE OF THE COUNTERPART FUND*

1. The Fund, which derives its resources from the net proceeds from the sale of food aid (commodities or any other Spanish products), shall be used exclusively to finance the development and co-operation projects selected jointly by Spain and Senegal at the annual meetings of an *ad hoc* Spanish-Senegalese Committee. For that purpose, the Spanish Government shall inform the Government of Senegal of the quantity and amount of its food aid for the year in question.

2. An *ad hoc* Committee consisting of representatives of

- The Ministry of Planning and Co-operation;
- The Ministry of Finance and Economic Affairs;
- The Ministry of Rural Development;
- The Embassy of Spain at Dakar,

shall meet annually to allocate funds on the basis of the projects submitted by the Ministry of Planning and Co-operation.

3. The Counterpart Fund shall disburse funds exclusively for the purpose of the development and co-operation projects approved by the *ad hoc* Committee.

#### *Article VI. EVALUATION*

1. It is agreed that Senegal and Spain shall meet annually at the request of one of the Parties to evaluate the use of the Fund in accordance with the modalities laid down by the *ad hoc* Committee.

*Article VII. GENERAL COMMITMENTS*

1. Senegal and Spain shall ensure that this Protocol is respected with all due care and efficiency, and each Party shall provide the other with any information it may reasonably request.

2. Senegal shall accord accredited representatives of Spain all reasonable facilities for visiting any part of its territory for the purposes envisaged in this Protocol of Agreement.

3. Senegal and Spain accept and agree that the articles of this Protocol and annexes A and B are all part and parcel of this Protocol.

*Article VIII. SUSPENSION*

Spain reserves the right, following consultations with the Senegalese authorities, to suspend its participation in subsequent stages of the projects agreed upon by the *ad hoc* Committee, in the event of serious anomalies:

1. The deposit of payments for Spanish products in the account of the Counterpart Fund;
2. The management, control and use of the Fund;
3. The fulfilment of any other commitment assumed by virtue of this Protocol of Agreement.

Spain may resume its participation after such anomalies are rectified.

*Article IX. COMMUNICATIONS*

1. All documents or communications that Senegal or Spain supply under this Protocol of Agreement and its annexes shall be in written form and shall be sent by messenger, mail, telegram, cable or radiogram to the following addresses:

Senegal:

Ministry of the Economy and Finances  
P.O. Box 4017  
Dakar  
Telex: 512 SG

Spain:

Embassy of Spain at Dakar  
P.O. Box 2091  
Dakar  
Telex: 451 AMBESPA SG

2. All documents and communications relating to this Protocol shall be drawn up in French and Spanish.

*Article X. SIMULTANEOUS IMPLEMENTATION OF THE AGREEMENT*

1. This Agreement, and annexes A and B, may be modified by mutual agreement.
2. This Agreement shall enter into force on the date of its signature.

DONE at Dakar on 2 January 1984, in duplicate, in the French and Spanish languages, both texts being equally authentic.

For the Government  
of the Republic of Senegal:

[Signed]

MAMADOU TOURÉ  
Minister of Finance  
and Economic Affairs

For the Government  
of the Kingdom of Spain:

[Signed]

JOSÉ ANTONIO LÓPEZ ZATÓN  
Ambassador of Spain at Dakar

## ANNEX A

### MODALITIES OF MANAGEMENT OF THE SPANISH-SENEGAL COUNTERPART FUND FOR FOOD AID

1. The Counterpart Fund shall be co-administered by the Ministry of Finance and Economic Affairs and by a representative of the Embassy of Spain at Dakar.

2. Since the Counterpart Fund is under joint administration, the itemized programme on the use or commitments of the Fund must be approved by the Ministry of Finance and Economic Affairs, the Ministry of Planning and Co-operation and a representative of the Embassy of Spain at Dakar.

3. Based on joint programming of the utilization agreed on by the *ad hoc* Committee envisaged in article V, paragraphs 1 and 2, the justificatory documents for the itemized use of the Fund shall be prepared by the Ministry of Planning and Co-operation, and shall include:

- (a) The name of the Bank and the title of the account, and the exact amount requested;
- (b) A progress report on the use and allocation of project funds;
- (c) A budgetary estimate of the expected expenditure in relation to the amount requested and a schedule for payments.

4. The Ministry of Finance and Economic Affairs shall order the payments to be made. A copy of the payment order shall be transmitted to the Ministry of Planning and Co-operation and to the Embassy of Spain at Dakar.

## ANNEX B

### AGREEMENT CONCERNING THE SPECIAL BANK ACCOUNT OF THE SPANISH- SENEGAL COUNTERPART FUND FOR FOOD AID

The two Governments hereby agree on and approve the following procedures for the National Development Bank of Senegal in which the account of the Spanish-Senegalese Counterpart Fund is to be opened.

1. The National Development Bank of Senegal (BNDS) shall grant the bank account "Spanish-Senegalese Counterpart Fund for Food Aid" current interest on its deposits. The administrative expenses of the account shall be the minimum such expenses charged by the Bank.

2. The National Development Bank of Senegal (BNDS) shall prepare and transmit every month detailed bank statements for each individual transaction to the two Governments through the Ministry of Finance and Economic Affairs. The Ministry of Finance and Economic Affairs shall provide the Embassy of Spain at Dakar all documentation relating to transactions in the account at the National Development Bank of Senegal.

3. The National Development Bank of Senegal (BNDS) shall immediately report the deposits made in the account "Spanish-Senegalese Counterpart Fund for Food Aid" to the Ministry of Finance and Economic Affairs, which, in turn, shall inform the Spanish party.

4. At the time transactions are made, the Bank shall transmit copies of all the bank documents (debit advice, credit advice, etc.) to the Ministry of Finance and Economic Affairs, which shall inform the Spanish party.

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