

No. 6970

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
and
TUNISIA**

**Master Agreement—*Education Project* (with schedules).
Signed at Washington, on 3 July 1963**

Official text: English.

*Registered by the International Bank for Reconstruction and Development on
6 November 1963.*

**BANQUE INTERNATIONALE POUR
LA RECONSTRUCTION ET LE DÉVELOPPEMENT
et
TUNISIE**

**Accord principal — *Projet relatif à l'enseignement* (avec
annexes). Signé à Washington, le 3 juillet 1963**

Texte officiel anglais.

*Enregistré par la Banque internationale pour la reconstruction et le développement
le 6 novembre 1963.*

No. 6970. MASTER AGREEMENT¹ (*EDUCATION PROJECT*)
BETWEEN THE REPUBLIC OF TUNISIA AND THE
INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT. SIGNED AT WASHINGTON, ON
3 JULY 1963

AGREEMENT, dated July 3, 1963, between REPUBLIC OF TUNISIA (hereinafter called the Government) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called the Bank).

WHEREAS the Government is engaged in the carrying out of an education program forming part of a long-term plan for the development of education at the secondary level;

WHEREAS by an Agreement dated September 17, 1962² between the Government and the International Development Association (hereinafter called the Association), the Association made a credit to the Government to finance part of the Government's program;

WHEREAS the Government has requested the Bank's assistance in financing a study (hereinafter called the Study) of the design and construction of secondary school buildings in Tunisia with a view to reducing their cost and rendering them more suitable for their purpose;

WHEREAS the Government and the Bank consider that the best means of carrying out the Study is to retain the services of the London Group of Project Consultants and of one or more highly qualified French experts in the field of education (hereinafter called individually the London Group and the French Group, and collectively the Consultants);

WHEREAS (i) by agreement of even date herewith (hereinafter called the London Group Agreement), the Bank and the London Group are agreeing that the London Group shall prepare a report (hereinafter called the Report) containing a compilation of standards and procedures for the design and construction of secondary schools, such Report being for use by the Government in its territories and by the Bank in such countries as the Bank may from time to time determine; and (ii) by agreement of even date herewith (hereinafter called the French Group Agreement), the Bank and the French Group are agreeing that the French Group shall assist the London Group in the preparation of the Report; and

¹ Came into force on 6 September 1963, upon satisfaction of the conditions established in Section 6.01 of the Agreement.

² United Nations, *Treaty Series*, Vol. 469, No. 6783.

WHEREAS by agreement of even date herewith (hereinafter called the Government Agreement), the Government and the London Group are agreeing that the London Group shall carry out the planning and design and supervise the construction of three secondary schools in Tunisia;

NOW THEREFORE the parties hereto agree as follows :

Article I

THE STUDY

Section 1.01. Except as the Government and the Bank shall otherwise agree from time to time, the Study, as fully described in Schedules I and II to this Agreement, shall consist of the following two stages :

Stage I. The preparation of the Report, which shall pay due regard to the desirability of reducing building costs to the extent consistent with sound education and building practice for Tunisia, and shall be based on a thorough review by the Consultants of Tunisian secondary school building requirements, design standards, contracting procedures and building methods; and

Stage II. The preparation, to the stage of tenders, of pre-contract documents for three secondary schools to be selected by agreement between the Government and the Bank.

Section 1.02. Except as the Government and the Bank shall otherwise agree, work on the Study shall begin within one month after the effective date of this Agreement and shall be completed within one year thereafter.

Article II

EXCHANGE OF INFORMATION; REPORTS

Section 2.01. (a) The Government and the Bank shall cooperate fully to assure that the purposes of the Study will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably require with regard to the general status of the Study.

(b) The Government shall promptly inform the Bank of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes or the carrying out of the Study.

(c) The Government shall afford all reasonable opportunities for accredited representatives of the Bank to visit any part of the territories of the Government for purposes related to the Study.

Section 2.02. (a) The Report prepared by the Consultants shall be in English and French languages. Such Report, or any part or translation thereof, shall not be published outside Tunisia without the prior approval of the Bank.

(b) The Bank, or any person duly authorized by the Bank, shall have the right to use the Report, or any part or translation thereof, for the purposes of any educational studies, projects or programs outside Tunisia as the Bank shall from time to time determine.

Article III

FINANCIAL PROVISIONS

Section 3.01. (a) Subject to the fulfillment of the conditions set forth in this Agreement, the Bank shall provide funds to meet the foreign exchange cost of Stage I of the Study, and one-half of the total cost of Stage II of the Study.

(b) In addition to the rights and facilities to be provided by the Government under Section 4.02 hereof, the Government shall provide all funds necessary to meet the local cost of Stage I of the Study (at present estimated at Tunisian dinars 18,260), and one-half (at present estimated at £49,455 or the equivalent thereof in other currencies) of the total cost of Stage II of the Study.

(c) All payments due to the Consultants shall be made by the Bank; provided, however, that no payment to be made to the Consultants for work done by them on Stage II of the Study shall be made by the Bank, unless such payment shall have been approved by the duly authorized representative or representatives of the Government.

(d) Upon the signing of this Agreement, the Government shall pay the following amounts corresponding to the estimated cost of Stage I and Stage II of the Study as set forth in sub-paragraph (b) of this Section, namely: (i) Tunisian dinars 18,260 and (ii) £49,455 or the equivalent thereof in other currencies as reasonably determined by the Bank. Such amounts shall be paid to the accounts of the Bank as follows: (1) as to Tunisian dinars: in the Banque Centrale de Tunisie, Place du 7 mai, Tunis, Tunisia; (2) as to sterling: in the Bank of England, Threadneedle Street, London, E.C. 2, England; and (3) as to other currencies: into accounts to be designated by the Bank.

Section 3.02. (a) If the actual cost of Stage I or Stage II of the Study exceeds the corresponding estimated cost set forth in Section 3.01 (b) hereof, the Government shall make such additional payments into the accounts des-

ignated by the Bank, as in Section 3.01 (d) hereof provided, as shall be required to meet the additional local cost of Stage I of the Study or one-half of the additional cost of Stage II of the Study, as the case may be.

(b) If (i) pursuant to the terms of the London Group Agreement, the French Group Agreement or the Government Agreement, payments to be made to the Consultants shall terminate before the Study is completed; or (ii) the actual cost of Stage I or Stage II of the Study is less than the corresponding estimated cost set forth in Section 3.01 (b) hereof, the Bank shall return to the Government the undisbursed amount or amounts paid by the Government into the accounts designated by the Bank, as in Section 3.01 (d) hereof provided.

Article IV

PARTICULAR COVENANTS

Section 4.01. (a) The Government shall take, or cause to be taken, all action necessary to enable the Consultants to carry out the Study.

(b) For purposes related to the Study, the Government shall : (i) provide the Consultants with copies of all statutes, regulations, records, plans, contracts or any other documents relating to the construction of schools and other buildings as the Consultants may reasonably request; (ii) afford all reasonable opportunities for the Consultants to visit any schools, buildings, or construction sites; and (iii) facilitate contacts between the Consultants and private Tunisian architects, contractors or any other persons engaged, directly or indirectly, in school construction.

Section 4.02. The Government shall grant, free of charge, to the Consultants and their non-Tunisian personnel, for the duration and carrying out of the Study, the following rights and facilities :

- (a) the issuance of the necessary visas, licenses and permits, including, but without limitation, those necessary
 - (i) to enter, reside in, work in and leave Tunisia;
 - (ii) for the unrestricted importation and subsequent exportation of equipment, material and supplies required in connection with the carrying out of the Study;
 - (iii) for the unrestricted importation and subsequent exportation of personal property belonging to and intended for the personal use of the non-Tunisian personnel of the Consultants;
 - (iv) for the unrestricted movement into, within, and out of Tunisia;
- (b) assistance in clearing and shipping articles imported or exported pursuant to (a) (ii) and (iii) above;