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No. 7848

**INTERNATIONAL DEVELOPMENT ASSOCIATION,
MAURITANIA
and
EUROPEAN ECONOMIC COMMUNITY**

**Administration Agreement relating to the Development
Credit Agreement of 28 December 1964 between
Mauritania and the International Development
Association and the Agreement of 24 March 1965
between Mauritania and the European Economic
Community. Signed at Washington, on 29 March
1965**

Official text : English.

Registered by the International Development Association on 1 July 1965.

**ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT,
MAURITANIE
et
COMMUNAUTÉ ÉCONOMIQUE EUROPÉENNE**

**Contrat administratif relatif au Contrat de crédit de
développement du 28 décembre 1964 entre la
Mauritanie et l'Association internationale de déve-
loppement et à la Convention du 24 mars 1965
entre la Mauritanie et la Communauté économique
européenne. Signé à Washinton, le 29 mars 1965**

Texte officiel anglais.

Enregistré par l'Association internationale de développement le 1^{er} juillet 1965.

No. 7848. ADMINISTRATION AGREEMENT¹ BETWEEN THE ISLAMIC REPUBLIC OF MAURITANIA, THE EUROPEAN ECONOMIC COMMUNITY AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION RELATING TO THE DEVELOPMENT CREDIT AGREEMENT OF 28 DECEMBER 1964² BETWEEN MAURITANIA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION AND THE AGREEMENT OF 24 MARCH 1965 BETWEEN MAURITANIA AND THE EUROPEAN ECONOMIC COMMUNITY. SIGNED AT WASHINGTON, ON 29 MARCH 1965

AGREEMENT, dated as of March 29, 1965 between the ISLAMIC REPUBLIC OF MAURITANIA (hereinafter called Mauritania), the EUROPEAN ECONOMIC COMMUNITY represented by its Commission as Administrator of the European Development Fund (hereinafter called the Commission) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association) :

WHEREAS (1) by an agreement with Mauritania dated December 28, 1964² the Association has agreed to provide financing to Mauritania in an amount equivalent to U.S. \$ 6,700,000, for the purpose of assisting Mauritania in financing the engineering and the construction of a road from Nouakchott to Rosso and a study by consulting engineers of the road-maintenance requirements of Mauritania ;

(2) by an agreement dated March 24, 1965 between the Commission and Mauritania, the Commission has agreed to make available to Mauritania a grant in an amount equivalent to U.S. \$ 3,220,000 for the purpose of assisting in the financing of such construction ; and

WHEREAS the Parties hereto deem it to be in their mutual interest that withdrawals of certain of the proceeds of such financing and certain other matters of common interest be regulated as hereinafter provided ;

NOW THEREFORE, the Parties hereto agree as follows :

¹ Came into force on 29 March 1965, by signature.

² See p. 163 of this volume.

Article I

DEFINITIONS

Section 1.01. Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement :

The terms " Association Agreement " and " Commission Agreement " mean the respective agreements between the Association and Mauritania and the Commission and Mauritania referred to respectively in recital (1) and recital (2) of the preamble to this Agreement, as from time to time amended.

The term " the Agreements " means such agreements, collectively.

The term " Project " means the project described in the Schedules to this Agreement and to the Association Agreement, as such description may from time to time be amended by agreement between Mauritania, the Commission and the Association.

The term " goods " means equipment, supplies and services which are required for the Project ; and wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of Mauritania.

The term " Proceeds " means the proceeds of the financing provided for in the Agreements.

*Article II*USE OF PROCEEDS AND APPLICATIONS FOR
WITHDRAWAL FOR PART C OF PROJECT

Section 2.01. Except as the Parties hereto shall otherwise agree, (i) the Proceeds shall be applied by Mauritania in accordance with the provisions of the Agreements exclusively to financing the cost of goods required to carry out the Project, and (ii) withdrawals of the Proceeds for Part C of the Project shall be made and processed as in this Article provided.

Section 2.02. The specific goods to be financed out of the Proceeds and the methods and procedures for procurement of such goods shall be determined by agreement between Mauritania, the Commission and the Association, subject to modification by further agreement between Mauritania and the Association after concurrence of the Commission pursuant to Section 2.04 below.

Section 2.03. Mauritania shall be entitled, subject to the provisions of this Agreement and of the Agreements, and in particular to Article XII of the *Clauses Générales* of the Commission Agreement, to withdraw Proceeds for

Part C of the Project in amounts equal to such amounts as shall have been paid for, or if the Association shall agree, shall be required to meet payments for, the reasonable cost of goods required to carry out such Part C ; provided, however, that no such withdrawal shall be made prior to the fulfillment of the conditions set forth in Section 3.03 of the Association Agreement, and, except as shall be otherwise agreed between Mauritania and the Association, no such withdrawals shall be made on account of expenditures in the territories of any country (other than Switzerland) which is not a member of the International Bank for Reconstruction and Development or for goods produced in (including services supplied from) such territories.

Section 2.04. Before making any agreement pursuant to Section 2.02 or 2.03 hereof, the Association shall obtain the concurrence of the Commission, but Mauritania shall be under no obligation to ascertain whether such concurrence has been obtained and may rely upon the Association's agreement as conclusive evidence thereof.

Section 2.05. When Mauritania shall desire to withdraw any of the Proceeds for Part C of the Project, it shall deliver to the Association a written application in such form, and containing such statements and agreements, as the Association shall reasonably request. Such applications, with the necessary documentation as hereinafter in this Article provided, shall, except as the Association and Mauritania shall otherwise agree, be made promptly in relation to expenditures for the Project.

Section 2.06. Each such application shall constitute a request to withdraw funds under each of the Agreements and the amount so requested under each Agreement shall be reasonably determined by the Association by apportioning, as nearly as is practicable in the circumstances, the amount of Proceeds requested in such application to the Association Agreement and the Commission Agreement in such respective proportions as may from time to time be agreed upon by the Association and the Commission.

Section 2.07. Each withdrawal application and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Association that Mauritania is entitled to withdraw under the Association Agreement the amount of the Proceeds applied for which has been apportioned thereto in accordance with Section 2.06 hereof.

Section 2.08. Mauritania shall furnish to the Association such documents and other evidence in support of each withdrawal application as the Association shall reasonably request, whether before or after withdrawal of any of the Proceeds requested in the application shall have been permitted.