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A.I.D. Loan No. 664-H-015

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LOAN AGREEMENT

(Tunisia - University of Tunis)

BETWEEN THE

GOVERNMENT OF TUNISIA

AND THE

UNITED STATES OF AMERICA

Dated: October 31, 1963

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LOAN AGREEMENT

AGREEMENT, dated 31 day of October 1963, between the GOVERNMENT OF TUNISIA ("Borrower") and the UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.").

1. The Loan

SECTION 1.1. The Loan. A.I.D. hereby agrees to lend Borrower pursuant to the Foreign Assistance Act of 1961, as amended, and the Agreement of March 26, 1957, as amended and supplemented now or hereafter, between the Government of the United States of America and the Government of Tunisia with respect to economic technical, and related assistance, up to one million eight hundred thousand United States dollars (\$1,800,000) to assist in financing the foreign exchange costs of goods and services required for the Project as defined in Section 1.2. Goods and services financed hereunder are hereinafter referred to as "Eligible Items" and the aggregate amount disbursed hereunder is hereinafter referred to as "Principal".

SECTION 1.2. The Project. As used in this Agreement "Project" shall mean the construction and equipment of the Faculté de Droit et Sciences Politiques et Economiques ("FDSP") of the University of Tunis. The Project is described in more detail in Annex B hereto, which may be modified by written agreement of Borrower and A.I.D.

2. Terms of Repayment and Credit Fees

SECTION 2.1. Credit Fee. Borrower shall pay semi-annually to A.I.D. in United States dollars a credit fee on the unrepaid Principal and on any credit fee due and unpaid of three-fourths ($3/4$) of one per cent per annum computed on the basis of a 365-day year. The credit fee shall accrue from

the dates of the respective disbursements hereunder and the due dates for payment of accrued but unpaid credit fees, the first such payment to be due and payable no later than six (6) months after the first such disbursement on a date to be specified by A.I.D. Disbursements hereunder shall be deemed to occur on the date on which payment by A.I.D. is made either directly to Borrower or its designee or to a banking institution under a commitment document.

*A. I. D.
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SECTION 2.2. Repayment. Borrower shall repay the Principal to A.I.D. in United States dollars in sixty-one semiannual installments, the first installment to be due and payable nine and one-half years after the first credit fee payment is due. If the loan is completely disbursed by the date when the first repayment installment is due, repayment shall be made in accordance with Annex I hereto. If the loan is not completely disbursed by such date, Annex D may be revised by A.I.D. (a) at its option, so that the amount of each installment is such as shall provide for sixty-one substantially equal sums of every such installment plus the credit fees payable at the same time or (b) in agreement with Borrower, and repayment shall be made in accordance with such revised Annex D.

SECTION 2.3. Application and Place of Payment. All payments shall be applied first to the payment of any accrued credit fee and then to the repayment of Principal. All payments shall be made payable to the order of the Controller, Agency for International Development, Washington 25, D.C., and shall be deemed to have been paid when received by A.I.D. at Washington.

SECTION 2.4. Prepayment. Borrower shall have the right to prepay, without penalty, on any date on which the credit fee is due, all or any part of the Principal. Any prepayment shall be applied first to the payment of any accrued credit fee and then pro rata to the remaining installments of Principal.

3. Conditions Precedent

SECTION 3.1. Conditions Precedent to Initial Financing. Unless A.I.D. otherwise agrees in writing, prior to the first disbursement or to the issuance of the first commitment document, Borrower shall furnish A.I.D. (or A.I.D. shall otherwise have received) the following, in form and substance satisfactory to A.I.D.:

- (a) An opinion of the Secretary of State for Justice of the Government of Tunisia, or of other counsel satisfactory to A.I.D., that this Agreement has been duly authorized and ratified by and executed on behalf of Borrower and constitutes a valid and legally binding obligation of Borrower in accordance with its terms;
- (b) A specimen signature of each person designated in Section 6.2(b) as a representative of Borrower;
- (c) Evidence that Borrower has all legal powers necessary for the acquisition of all real property rights necessary to carry out the Project and to operate the facilities financed hereunder;
- (d) Prior to execution, a contract or contracts for design, supervision, and other architectural and engineering services for the Project with a contractor or contractors satisfactory to A.I.D.; and
- (e) Such other information as A.I.D. may request with respect to the Project.

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SECTION 3.2. Additional Conditions Precedent with Respect to Financing other than Architectural and Engineering Services. Unless A.I.D. otherwise agrees in writing, prior to any disbursement or any issuance of a commitment document for Eligible Items other than architectural and engineering services, Borrower shall furnish A.I.D. (or A.I.D. shall otherwise have received) the following, in form and substance satisfactory to A.I.D.:

- (a) Cost estimates, plans, and specifications for the Project; cost estimates and specifications for books, other library materials, and moveable equipment, however, need not be furnished before the time specified therefor in the schedule furnished pursuant to (b);
- (b) A chronological schedule of and proposed arrangements for
 - (i) real property acquisition, procurement, construction, and installation necessary to complete the Project;
 - (ii) consultative services with respect to books and moveable equipment for the Project;
 - (iii) adequately and timely supplying the library of FDSP with books in French and in English;
 - (iv) staffing necessary to successfully operate FDSP;
 - (v) commencement of the teaching of students in FDSP; and
 - (vi) carrying out the requirements of Section 6.8;
- (c) Evidence of arrangements for the appointment of (i) the ~~responsible~~ chief administrative official of FDSP indicating that he will take office at least one year prior to the time indicated in the schedule furnished pursuant to (b) (v) above, and (ii) the Librarian of FDSP indicating that he will take office in timely fashion;

- (d) Evidence that Borrower has taken all steps necessary to acquire all real property rights necessary for construction of FDSP;
- (e) With respect to Eligible Items for which any such disbursement or commitment document is sought:
 - (i) Prior to issuance of any call for prequalification of bidders or contractors, the proposed criteria for determining prequalification, and, prior to any notice of prequalification, a list of the proposed prequalified bidders or contractors;
 - (ii) Prior to issuance, any proposed invitation for bids, and, prior to any award or signature, any
- (f) Such other information as A.I.D. may request with respect to the Project.

SECTION 3.3. Terminal Date for Fulfillment of Conditions Precedent.

Except as A.I.D. may otherwise agree in writing, if the conditions required by Section 3.1 have not been completed within ninety days of the date of this Agreement, or the conditions required by Section 3.2(a), (b), (c), and (d) have not been completed within nine months of the date of this Agreement, A.I.D. may at any time thereafter give notice to Borrower of termination of this Agreement. Upon such notice, Borrower shall repay any unrepaid Principal and any accrued credit fee, whereupon all other obligations of Borrower and A.I.D. under this Agreement shall cease.

4. Disbursements

SECTION 4.1. Commitment Documents. To obtain disbursements, Borrower may from time to time request A.I.D. to issue commitment documents to one or more banks in the United States, designated by Borrower and satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made, through letters of credit or otherwise, to Borrower or any designee of Borrower, pursuant to such documentation as A.I.D. may prescribe. Banking charges incurred in connection with commitment documents and disbursements shall be for the account of Borrower and may be financed hereunder.

SECTION 4.2. Other Forms of Disbursement. Disbursements may also be made through such other means as Borrower and A.I.D. may agree to in writing.

SECTION 4.3. Terminal Date for Requests and for Disbursements. Except as A.I.D. may otherwise agree in writing, no commitment documents shall be issued in response to requests received from Borrower more than two and one-half years after the date of this Agreement, and no disbursement shall be made against documentation received more than three years after the date of this Agreement.

SECTION 4.4. Rate of Exchange. If the costs of Eligible Items hereunder are payable in currency other than United States dollars, A.I.D., at its option, may make disbursements therefor in such other currency or in United States dollars. Except as A.I.D. may otherwise agree in writing:

- (a) Disbursements therefor made in such other currency shall be deemed United States dollar disbursements hereunder in the lowest amount of United States dollars which would have had to be paid in Tunisia under a not unlawful rate of exchange for delivery of such amount of such currency on the date of disbursement.

(b) If disbursements therefor are made in United States dollars, the amount of dollars disbursed per unit of such other currency shall be the least number which would have had to be paid in Tunisia under a not unlawful rate of exchange for delivery of such currency on the date of disbursement.

5. Records; Reports; and Inspections

SECTION 5.1. Maintenance of Records. Borrower shall maintain or cause to be maintained books, records, and other documents pertaining to this Agreement and the Project; such Project records shall be adequate to identify Eligible Items and to disclose the use thereof in the Project, including the nature and extent of solicitation of prospective contractors, the basis for the award of contracts, the costs of Eligible Items, and the status of Eligible Items. Such books, records, and documents shall be maintained and audited for such period and in such manner as A.I.D. may require.

SECTION 5.2. Reports. Borrower shall furnish A.I.D. with such information and reports relating to the Project, Eligible Items, and this loan as A.I.D. may reasonably request.

SECTION 5.3. Inspections. Authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, the utilization of all Eligible Items, the books, records, and documents referred to in Section 5.1, and any other documents, correspondence, memoranda, or records relating to this loan or the Project. Borrower shall cooperate with A.I.D. to facilitate such inspection and shall afford a reasonable opportunity for authorized representatives of A.I.D. to visit any part of Tunisia for any purpose related to this loan.

6. Miscellaneous

SECTION 6.1. Eligibility Date. As used in this Agreement

"Eligibility Date" shall be the date of this Agreement.

SECTION 6.2. Use of Representatives. (a) All actions required or permitted to be performed or taken under this Agreement by Borrower or A.I.D. may be performed by their respective duly authorized representatives.

(b) Borrower hereby designates Secrétaire d'Etat du Plan et aux Finances as its representative with authority to designate by notice to A.I.D. other representatives of Borrower in its dealings with A.I.D. Borrower's representatives designated pursuant to the preceding sentence, unless A.I.D. is given notice otherwise, shall have authority to agree on behalf of Borrower to any modification of this Agreement. Each notice of designation of a representative of Borrower shall contain a specimen signature of each representative so designated. Until receipt by A.I.D. of written notice of revocation by Borrower of the authority of any of its representatives, A.I.D. may accept the signature of such representatives on any instrument as conclusive evidence that any action effected by such instrument is authorized by Borrower.

SECTION 6.3. Communications. Any communication or document given, made, or sent by Borrower or A.I.D. pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered by hand, mail, telegram, cable, or radiogram to such party at the following addresses:

To Borrower:

Mail Address: Secrétariat d'Etat du Plan et aux Finances
Place du Gouvernement
Tunis, Tunisie.

Cable Address: Secrétariat d'Etat du Plan et aux Finances
Place du Gouvernement
Tunis Tunisie

To A.I.D. (two copies):

Mail Address: Office of Capital Development and Finance
Bureau for Africa and Europe
Agency for International Development
Department of State
Washington 25, D.C.

Cable Address: AID
Washington, D.C.

Borrower shall also provide the U.S. AID Mission, Tunis, Tunisia, with a copy of all communications or documents sent to A.I.D. Other addresses may be substituted for the above upon giving of notice as provided herein.

All communications and documents submitted to A.I.D. hereunder shall be in English and all technical and engineering specifications therein shall be in terms of United States standards, except as A.I.D. may otherwise agree in writing. If the original of such communication or document is in other than English, a copy in the language of the original shall also be submitted, except as A.I.D. may otherwise agree in writing. The Borrower shall also submit such reasonable additional number of copies of such communications and documents to such addresses as A.I.D. may request.

SECTION 6.4. Ocean Shipment. At least fifty per cent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners, and tankers) financed hereunder which shall be transported on

ocean vessels shall be transported on privately owned United States flag commercial vessels. No goods may be financed hereunder which are transported on any ocean vessel (a) which A.I.D., in a notice to Borrower, has designated as ineligible to carry A.I.D. - financed commodities or (b) which has been chartered for the carriage of A.I.D. - financed commodities unless such charter has been approved in advance by A.I.D. Within thirty days following the end of each calendar quarter, Borrower shall furnish A.I.D. with a statement, in form and substance satisfactory to A.I.D., reporting on compliance with the requirements of this Section.

SECTION 6.5. Standard Provisions Annex. There is attached hereto as Annex A and made a part hereof a Standard Provisions Annex (8/2/63). All terms used therein shall have the same meaning as such terms are given herein. The term "Borrowing Country" shall mean Tunisia.

SECTION 6.6. Insurance Proceeds. The Borrower shall give A.I.D. prompt notice of the accrual to the Borrower of proceeds from insurance on any Eligible Item, whether or not such insurance was financed hereunder. Such proceeds, less the cost to the Borrower of such insurance not financed hereunder shall, unless A.I.D. otherwise agrees in writing:

- (a) be used to pay for procurement of Eligible Items for the Project in accordance with the terms of this Agreement; or
- (b) be promptly paid to A.I.D.; if such proceeds are not paid to the Borrower in United States dollars, the amount of such dollars to be paid to A.I.D. shall be calculated in the manner specified in Section 4.4(a) using the date of payment to Borrower instead of the date of disbursement.

any such payment shall be credited against any accrued credit fee and then to installments of Principal in the inverse order of their maturity.

SECTION 6.7. Continuance of Representations and Matters Furnished to Satisfy Conditions Precedent. Unless A.I.D. otherwise agrees in writing, Borrower shall continue in force and effect for the life of this Agreement, exactly as originally made or furnished, any representation made or opinion or agreement furnished to satisfy a condition precedent under Section 3.1 or 3.2.

SECTION 6.8. Borrower's Contribution. Unless A.I.D. otherwise agrees in writing, when the final disbursement has been made hereunder, Borrower shall have, since January 1, 1961, contributed (by its own expenditures, including expenditures financed under loans pursuant to existing and future Agricultural Commodities Agreements between the Governments of Tunisia and the United States of America, or by contributions in kind made by others) for local costs of the Project not less than seventy per cent of the amount disbursed hereunder.

SECTION 6.9. Utilization of Facilities and Equipment After Completion of Project. Unless A.I.D. otherwise agrees in writing, after completion of the Project, until this Loan is completely repaid (including payment of all credit fees), the facilities whose construction has been financed hereunder and the equipment financed hereunder shall continue to be utilized for a

school of the University of Tunis educating students in law, economics, and business administration.

GOVERNMENT OF TUNISIA

By: /s/ Ahmed Ben Salah

Title: Secretary of State for Plan and Finance

UNITED STATES OF AMERICA

By: /s/ Francis H. Russell

Title: Ambassador

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STANDARD PROVISIONS ANNEX

100. Covenants Concerning Procurement

SECTION 100.1. Source of Procurement. All Eligible Items, including transportation services and marine insurance, shall have both their source and origin in the United States. Transportation services procured from a United States flag carrier shall be deemed to have their source and origin in the United States. Marine insurance issued in the United States by a company authorized to do a marine insurance business in any state of the United States of America shall be deemed to have its source and origin in the United States. All other goods and services, except transportation services, obtained for the Project shall have their source and origin in the Borrowing Country or countries included in Code 899 of the A.I.D. Geographic Code Book as in effect at the time such goods or services are procured, provided that all Eligible Items shall be transported to the Borrowing Country on carriers of the Borrowing Country or countries included in Code 899 of the A.I.D. Geographic Code Book as in effect at the time such transportation is procured.

SECTION 100.2. Method of Procurement. No more than reasonable prices shall be paid for any Eligible Item and all such items (except

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architectural, engineering, management, and such other professional services as A.I.D. may specify) shall be procured on a fair competitive basis. Reasonable prices (except for the foregoing professional services) should normally approximate the lowest competitive price for the Eligible Item procured, operating costs, quality, time and cost of delivery, terms of payment, and other factors considered. Prices for Eligible Items which are procured in bulk within the United States shall not exceed the market price prevailing in the United States at the time of purchase, and prices for such items which are procured in bulk outside the United States, if such procurement is authorized by this Agreement, shall be lower than such United States market price, such prices to be adjusted for differences in the cost of transportation to destination, quality, and terms of payment.

SECTION 100.3. Date of Procurement. No goods and services may be financed hereunder which arise out of orders or contracts firmly placed or entered into prior to the Eligibility Date.

SECTION 100.4. Small Business Notification. In order that American small business shall have the opportunity to participate in furnishing Eligible Items, Borrower shall, at such time prior to ordering or contracting for any Eligible Item estimated to cost more than the equivalent of Five Thousand United States dollars (\$5,000) as A.I.D. may specify and promptly after the award of any contract therefor costing more than the equivalent of Twenty-Five Thousand United States dollars (\$25,000),

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cause to be received by A.I.D. such information thereon as A.I.D. may require.

SECTION 100.5. Marine Insurance. If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the Borrowing Country, by statute, decree, rule, or regulation, favors any insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods financed hereunder shall during the continuance of such discrimination be so insured in the United States with a company or companies authorized to do a marine insurance business in any state of the United States of America.

101. Covenants and Warranties

SECTION 101.1. Execution, Completion, and Operation of Project

Borrower will:

(a) Carry out and complete the Project, with due diligence and efficiency, providing any additional resources which may be required. The Project shall be carried out in conformity with sound engineering, construction, and financial practices and with any contracts, engineering, construction, procurement, or other arrangements or schedules, plans, and specifications approved by A.I.D. Borrower shall obtain A.I.D. concurrence prior to any material modification or cancellation of any such contracts, arrangements, plans, or specifications.

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(b) Adequately maintain, repair, and operate, in accordance with sound practices, all Eligible Items and any construction or facility resulting from their use.

SECTION 101.2. Utilization of Eligible Items. All Eligible Items shall be used exclusively for the Project. In the case of any goods financed hereunder which are not fully expended through their use for the Project, the foregoing provision shall apply until such time as they can no longer be usefully employed for the Project, provided that no goods financed hereunder shall be exported from the Borrowing Country without the prior approval of A.I.D., and no Eligible Item shall at any time be used to promote or assist any project activity associated with or financed by any country, other than the Borrowing Country, not included in Code 899 of the A.I.D. Geographic Code Book as in effect at the time of such projected use without the prior written consent of A.I.D.

SECTION 101.3. Information and Marking. Borrower shall cooperate with A.I.D. in making information concerning this loan public and shall make appropriate arrangements to carry out A.I.D.'s instructions with respect thereto.

SECTION 101.4. Notice of Material Developments. Borrower represents and warrants that it has disclosed to A.I.D. all circumstances which may materially affect the Project or the discharge of Borrower's

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obligations under this Agreement and covenants that it will inform A.I.D. of any conditions which interfere, or which it is reasonable to believe will interfere, with any of the foregoing.

102. General Covenants

SECTION 102.1. Taxes. This Agreement and the amount agreed to be lent hereunder shall be free from, and the Principal and credit fees shall be paid without deduction for and free from, any taxation or fees imposed under any laws in effect within the Borrowing Country. No taxes, tariffs, duties, or other levies of any nature whatsoever imposed under any laws in effect in the Borrowing Country may be financed hereunder. The Borrower shall exempt all parties to contracts financed hereunder, to which the Borrower is a party, and any property or transactions related to such contracts, from such taxes, tariffs, duties, and other levies, other than taxes in the nature of income taxes.

SECTION 102.2. Commissions, Fees, and Other Payments. Borrower warrants and covenants that in connection with obtaining this loan or taking any action under or with respect to this Agreement it has not paid and will not pay or agree to pay nor to the best of its knowledge has there been paid or will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to Borrower's full-time officers and employees or as compensation for bona fide professional, technical, or other comparable services. Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge, and, if the amount of any such payment is deemed unreasonable by A.I.D., Borrower shall cause a reduction satisfactory to A.I.D. to be made therein.

SECTION 102.3. Renegotiation of Terms. Borrower agrees that at any time or times when it is requested to do so by A.I.D., but not sooner than six (6) months prior to the date when the first repayment of Principal is due, it will negotiate with A.I.D. acceleration of the repayment of the Principal. It is agreed that Borrower and A.I.D. will mutually determine to what extent repayment should be accelerated on the basis of one or more of the following criteria:

- (a) Significant improvement in the internal economic and financial situation of the Borrowing Country;
- (b) Favorable trends in the balance of payments and foreign exchange holdings of the Borrowing Country;
- (c) Ability of the Borrowing Country to make future repayments of A.I.D. loans without interfering with the service of debts owing to any United States Government agency or any international organization of which the United States is a member.

103. Remedies of A.I.D.

SECTION 103.1. Events of Default; Acceleration. If any one or more of the following events ("Event of Default") shall occur:

- (a) Borrower shall fail to pay in full any credit fee or installment of Principal when due;

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- (b) Borrower shall fail to comply with any other provision contained herein;
- (c) Any representation or warranty made by or on behalf of Borrower with respect to obtaining this loan or made or required to be made hereunder is incorrect in any material respect; or
- (d) A breach shall have occurred under any other agreement between Borrower or any of its agencies and the United States or any of its agencies;

then A.I.D., at its option, may give Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty days thereafter, and, unless the default is cured within sixty (60) days, such Principal and all credit fees accrued thereon shall then be due and payable

SECTION 103.2. Termination of Disbursements; Transfer of Goods to A.I.D. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs which A.I.D. determines to be an extraordinary situation which makes it improbable that the purposes of this loan will be attained or that Borrower will be able to perform its obligations hereunder; or
- (c) Any disbursement would be in violation of the legislation governing A.I.D.;

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then A.I.D., at its option, may (i) decline to issue further commitment documents; (ii) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable letters of credit or through bank payments made other than under irrevocable letters of credit, giving notice to Borrower promptly thereafter; (iii) decline to make disbursements other than under commitment documents; and (iv) at A.I.D.'s expense, direct that title to goods financed hereunder shall be transferred to A.I.D., if the goods are from a source outside the Borrowing Country, in a deliverable state, and have not been offloaded in ports of entry of the Borrowing Country. To the extent that any costs connected with the purchase and transportation of these goods have been financed hereunder, these amounts shall be deducted from Principal.

SECTION 103.3. Refunds. If A.I.D. determines that any disbursement is not supported by valid documentation in accordance with the terms of this Agreement, or is not made or used in accordance with the terms of this Agreement, or was at the time of disbursement in violation of the legislation governing A.I.D., A.I.D., at its option, may, notwithstanding the availability of any other remedy provided for under this Agreement or the exercise of the remedy provided for in Section 103.2, require Borrower to pay to A.I.D., within thirty (30) days after receipt of a request therefor an amount not to exceed the amount of such disbursement, provided that such

request by A.I.D. shall be made not later than five (5) years after the date of the final disbursement hereunder. Any such refund received by A.I.D. shall be applied first to any accrued credit fee and then to installments of Principal in inverse order of their maturity.

SECTION 103.4. Waivers of Default. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of these rights, powers, or remedies.

SECTION 103.5. Expenses of Collection. All reasonable costs incurred by A.I.D. (other than salaries of its staff) after an Event of Default has occurred in connection with the collection of amounts due under this Agreement may be charged to Borrower and reimbursed as A.I.D. shall specify.

DETAILED DESCRIPTION OF THE PROJECT

The Project is one portion of a total program for the development, improvement, construction, and operation of the University of Tunis. The Project itself concerns the construction and equipment of the Faculté de Droit et Sciences Politiques et Economiques ("FDSP").

Master site planning of the entire university campus for total program development is being undertaken by the Borrower, using the services of B.H. Zehrfuss, a French architect made available to the Borrower by UNESCO.

The Project includes site planning for present and future development of FDSP, but construction and equipment phases of the Project only cover present development requirements. The Project emanates from an educational program which was developed by Theodore Larson for ICA and has not been changed in its essentials by the Borrower or AID. That program has been generally adhered to by The Architects Collaborative (TAC), which has prepared a preliminary master plan for FDSP, following periodic consultation with the Borrower, AID, and Mr. Zehrfuss.

Present plans for FDSP are based on an enrollment of 1,800 students in a four-year university curriculum. The school site includes about fifteen acres of rolling ground on a hill overlooking the city of Tunis. Stage I, representing present plans for construction, includes five structures, all to be of reinforced concrete construction. These are:

1. Administration-Library Building
2. Auditorium (700 seats)
3. Classroom Building
4. Classroom Building
5. Auditorium (450 seats)

Structure No. 1: This has a ground floor, first floor, second floor, and basement. Administrative offices, reception room, and access to library stacks are on the ground floor. The first and second floors are devoted to library facilities. The basement contains additional library stacks, business machines, reproduction area, file space, caretaker's quarters, transformer vault serving all of FDSP, and boiler room serving all of FDSP. Estimated space: 77,200 sq. feet.

Structure No. 2: This has a ground floor which provides a covered entry to the building and includes service facilities, such as a cloakroom, toilets, storage, a mechanical equipment room, and a lecturer's room. The first floor includes typical terraced auditorium seating, a stage, and projector booth. Estimated space: 15,700 sq. feet.

Structure No. 3: This has a ground floor and a first floor. The ground floor provides a student lounge, snack bar, public telephone area, and toilets. There is an adjacent open palaver area sheltered by the floor above, which is longer than the ground floor. The first floor includes two 100-seat lecture rooms, two 70-seat lecture rooms, four seminar rooms, each seating about 20, two projection booths, each serving two lecture rooms, janitor and toilet facilities, two mechanical equipment rooms, two storage rooms, and six small offices. Estimated space: 15,750 sq. feet.

Structure No. 4: This has only a ground floor, which provides two 100-seat lecture rooms served by a single projection booth, three seminar rooms, each seating about 20, janitor and toilet facilities, a mechanical equipment room, and four small offices. Estimated space: 5,700 sq. feet.

Structure No. 5: This has only a ground floor with typical terraced auditorium seating and a stage. Mechanical equipment is located in a single room under the elevated portion of the ground floor. Estimated space: 5,400 sq. feet.

The FDSP buildings will be heated by a hot water convactor system served from an oil-fired boiler room in the basement of the Library-Administration Building. Ventilation is provided from fans located in the mechanical equipment rooms of the respective buildings. The Project does not include air conditioning or the Dean's residence.

The Project may include consultative services with respect to books and moveable equipment, stocking the library with sufficient books and other library materials in French, English, and other languages for an enrollment of 1800 students in a four-year university curriculum, and the provision of certain items of moveable equipment (see tentative list attached as Annex C).

The Project also includes the land and land preparation for FDSP pro-rated on the basis of FDSP's size in relation to the whole University; and utilities for FDSP pro-rated on the basis of the number of students to be served by FDSP in relation to the whole University.

The Borrower will be responsible for site preparation of the FDSP area prior to construction, for bringing utility service mains to connect with the FDSP services, for all local costs of construction, equipment, and books and other library materials, and for any foreign exchange costs of the foregoing in excess of funds available from this loan or not obtainable under the provisions of this loan.

Structure No. 2: This has a ground floor which provides a covered entry to the building and includes service facilities, such as a cloakroom, toilets, storage, a mechanical equipment room, and a lecturer's room. The first floor includes typical terraced auditorium seating, a stage, and projector booth. Estimated space: 15,700 sq. feet.

Structure No. 3: This has a ground floor and a first floor. The ground floor provides a student lounge, snack bar, public telephone area, and toilets. There is an adjacent open palaver area sheltered by the floor above, which is longer than the ground floor. The first floor includes two 100-seat lecture rooms, two 70-seat lecture rooms, four seminar rooms, each seating about 20, two projection booths, each serving two lecture rooms, janitor and toilet facilities, two mechanical equipment rooms, two storage rooms, and six small offices. Estimated space: 15,750 sq. feet.

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The FDSP buildings will be heated by a hot water convector system served from an oil-fired boiler room in the basement of the Library-Administration Building. Ventilation is provided from fans located in the mechanical equipment rooms of the respective buildings. The Project does not include air conditioning or the Dean's residence.

The Project may include consultative services with respect to books and moveable equipment, stocking the library with sufficient books and other library materials in French, English, and other languages for an enrollment of 1800 students in a four-year university curriculum, and the provision of certain items of moveable equipment (see tentative list attached as Annex C).

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The Borrower will be responsible for site preparation of the FDSP area prior to construction, for bringing utility service mains to connect with the FDSP services, for all local costs of construction, equipment, and books and other library materials, and for any foreign exchange costs of the foregoing in excess of funds available from this loan or not obtainable under the provisions of this loan.

Estimated
Academic and Administrative Equipment

<u>Number</u> *	<u>Item</u>
<u>Academic</u>	
2	16 mm/mg optical theatre type projectors
5	16 mm/film projectors (optical magnetic)
7	Opaque projectors
6	Overhead projectors
8	Slide strip projectors
2	Arc slide strip projectors
2	Screens (theatre type 20 x 20)
3	Screens (classroom 12 x 12)
7	Screens (classroom 8 x 10)
10	Screens (rear view)
4	Screens (portable)
10	Magnetic boards
2	Portable PA systems
14	Flipchart mounts
2	IBM Executive typewriters
7	Tape recorders (portable)
2	Professional tape recorders
16	Microphones
	Training films and film strips
	Electrical and optical supplies and spares
	Miscellaneous equipment
<u>Administrative</u>	
25	Manual typewriters (French keyboard)
7	Electric typewriters (French keyboard)
12	Calculating Machines (table top)
6	Calculating machines (heavy duty)
7	Diotaphones
12	Cardex units
1	Circulating desk
1	Card and catalog system
2	Keypoint data systems
40	File cabinets (legal size 5 drawer)
7	Storage cabinets
48	Desk lamps
42	Book cases (metal)
24	Office machine stands
1	Saddle back stapler
	Miscellaneous Office Supplies
	Spares

The quantities indicated are ~~illustrative~~ only

REPAYMENT SCHEDULE

<u>Semiannual Payment No.</u>	<u>Amount of Repayment</u>
1	26,316.81
2	26,415.49
3	26,514.55
4	26,613.98
5	26,713.78
6	26,813.96
7	26,914.51
8	27,015.44
9	27,116.75
10	27,218.44
11	27,320.51
12	27,422.96
13	27,525.79
14	27,629.02
15	27,732.62
16	27,836.62
17	27,941.01
18	28,045.79
19	28,150.96
20	28,256.53
21	28,362.49
22	28,468.85
23	28,575.61
24	28,682.76
25	28,790.32
26	28,898.29
27	29,006.66
28	29,115.43
29	29,224.61
30	29,334.21
31	29,444.21
32	29,554.63
33	29,665.46
34	29,776.70
35	29,888.35
36	30,000.45
37	30,112.95
38	30,225.87
39	30,339.22
40	30,452.99
41	30,567.19
42	30,681.82
43	30,796.87

Semiannual Payment No.

Amount of Repayment

44	30,912.36
45	31,028.28
46	31,144.64
47	31,261.43
48	31,378.66
49	31,496.33
50	31,614.44
51	31,733.00
52	31,851.99
53	31,971.44
54	32,091.33
55	32,211.68
56	32,332.47
57	32,453.72
58	32,575.42
59	32,697.57
60	32,820.19
61	32,943.58

Total

\$1,800,000.00