

September 27, 2002

Son Excellence  
Monsieur Mohamed Ould Nany  
Ministre des Affaires Economiques  
et du Développement  
B.P. 238  
Nouakchott / République Islamique de Mauritanie

Re: Norwegian Grant for the Technology Fosters Tradition Initiative  
Grant No. TF051328

Your Excellency:

I am writing on behalf of the International Bank for Reconstruction and Development (the Bank) to indicate the Bank's agreement, as administrator of grant funds provided by the Kingdom of Norway, to make a grant in an amount not exceeding one hundred eighty four thousand five hundred US Dollars (US \$184.500) (the Grant) to (the Recipient).

The Grant is made in response to the Recipient's request for financial assistance and for the purposes and on the terms and conditions set forth in the Annex to this Letter Agreement. The Recipient hereby confirms its request that the Bank carry out the activities described in paragraph 1 of the Annex to this Letter Agreement, and represents that it is authorized to contract the Grant for the said purposes and on the said terms and conditions.

Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this Letter Agreement. Upon receipt by the Bank of the copy of this Letter Agreement countersigned by you, this Letter Agreement will become effective as of the date of the countersignature.

Very truly yours,  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By \_\_\_\_\_  
Mr. A. David Craig  
Country Director for Mauritania  
Africa Region

AGREED:

ISLAMIC REPUBLIC OF MAURITANIA

By \_\_\_\_\_  
Mohamed Ould Nany  
Ministre des Affaires Economiques  
Et du Développement

Date: \_\_\_\_\_

ANNEX**Purposes, Terms and Conditions of the Grant**

1. The purposes of the Grant are to assist in the preparation of the Technology Fosters Tradition (TFT) Initiative, which has as main objectives: (i) the reduction of conflicts among target groups and (ii) the economically sustainable natural resource management and environmental protection of defined areas through participatory law making and internet based recording systems (Global Legal Information System - GLIN, and Geographic Information Systems - GIS). The activities (the Activities) for which the Grant is given are as follows:

(a) An area assessment to: (i) assess and evaluate various ecological and ethnic zones in the country and their overlap; and (ii) identification of suitable localities in the east of the country to test the design of the Initiative in a limited number of villages / herders areas (Pilot areas);

(b) Identification of suitable local partners to interact with the local population in the identified Pilot area(s) to initiate the formulation of use-right regulations by the local population;

(c) Identification of optimal land use patterns and definition of regulations which will empower local communities to implement such usage, (formulated in the vernacular languages of the region);

(d) Establishment of co-management institutions among representatives of use-right holders and the public administration based on said regulations (above (c));

(e) Registration of said regulations (above (c)) on a central digitized GIS centered map and the internet (GLIN system); and

(f) Establishment of a rural registry based on the land-use patterns and user rights identified under above (c)).

2. The Grant shall be used to finance consultants' services, studies and workshops required for the Activities.

3. The Bank shall carry out the Activities on behalf of the Recipient. The Recipient shall: (a) cooperate with the Bank to the extent necessary to permit the Bank to carry out the Activities promptly and effectively, (b) establish a final, consolidated, financial account prior to the Closing Date, and (c) evaluate the results of the Activities. The Recipient shall indemnify the Bank against any costs or liabilities incurred by the Bank as a result of claims against the Bank in connection with the Activities, except those resulting from the gross negligence or willful misconduct of its staff or external consultants.

4. The Activities shall be completed by not later than April 30, 2005, or such later date as the Bank may establish by notice to the Recipient (the Closing Date). After the Closing Date, the Bank may at any time cancel the remaining balance of the Grant.

5. The Bank shall carry out the Activities in close cooperation, consultation and participation with the *Gesellschaft fuer technische Zusammenarbeit* (GtZ), Nouakchott pursuant to the TFT Cooperation Agreement. The engagement and supervision of consultants (the Consultants) required to assist in the carrying out of the Activities shall be undertaken in consultation with GtZ, but shall be the responsibility solely of the Bank in respect to its relations with the Recipient and shall be governed, except as otherwise decided by the Bank, by the provisions of the Attachment to this Annex. GTZ staff shall not qualify as Consultants for the purposes of this Agreement.

6. The Recipient shall be responsible for the payment of any taxes levied by, or in the territory of, the Recipient on the Consultants or any of the Consultants' personnel (other than nationals or permanent residents thereof) in connection with the Activities.

7. The Recipient may at any time request the Bank in writing to terminate the Activities. Whether or not the Recipient has made such a request, the Bank may at any time suspend or, after consultation with the Recipient, terminate the right of the Recipient to receive Grant funds for the Activities if any of the following events has occurred and is continuing: (a) the Recipient has failed to perform any of its obligations under this Letter Agreement; or (b) the right of the Recipient, or any other entity to which the Bank has made a loan with the guarantee of the Recipient, to make withdrawals under any loan agreement with the Bank or any development credit agreement with the International Development Association shall have been suspended. The Bank may also terminate the right of the Recipient to receive Grant funds if: (a) the Bank has decided, at any time after consultation with the Recipient, to withdraw its support to the Project; or (b) the Recipient has withdrawn its request for the Bank's assistance in the financing of the Project.

8. The Bank is not an agent of, or trustee for, the Recipient and shall not have any fiduciary relationship with the Recipient. The Recipient shall have no right to any portion of the Grant that is not expended by the Bank pursuant to this Letter Agreement.

Attachment**Consultants' Services**

1. Consultants' services shall be procured in accordance with the relevant provisions of Statement 15.00 of the Bank's Administrative Manual, dated November 2000 (the Administrative Manual), the Introduction and Section IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in January 1997 and revised in September 1997, January 1999 and May 2002 (the Consultant Guidelines) and the following provisions of this Attachment.

1. Services for Activities outlined in paragraph 1. (d), (e) and (f) may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.5 of the Consultant Guidelines (Selection under a Fixed Basis).]

2. Services for Activities outlined in paragraph 1. (a), (b) and (c) may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.7 of the Consultant Guidelines (Selection Based on Consultants' Qualifications).

3. Services for all the Activities outlined in paragraph 1 may be also procured on a single-source basis, as permitted under paragraphs 3.8 through 3.11 of the Consultant Guidelines.

[Hans-Werner Wabnitz](#)  
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