AGREEMENT

between

International Bank for Reconstruction and Development,

and

West African Economic and Monetary Union (WAEMU)

for

“Regional workshops on WAEMU Trade Facilitation Regional Program”,
between March 24, 2014 and June 30th 2014

(TF 015789)
Purpose

This agreement (the “Agreement”) is made between West African Economic and Monetary Union (WAEMU) – WAEMU commission (“The Recipient”), and the International Bank for Reconstruction and Development (“The Bank”) (together “The Parties”) for the purpose of organizing an activity titled “Regional Workshops on WAEMU Trade Facilitation Regional Program” (“the Activity”).

2. The objective of the Activity: The objective of the Activity is to enhance regional integration and regional trade facilitation in the WAEMU space. That would be achieved through modernizing the key WAEMU Customs Union instruments and aligning with international best practices; building capacity in WAEMU Member States to engage in the WAEMU working group work (composed of Member States’ experts); maintaining the Customs Union instruments and facilitating their implementation.

Scope of Work and Terms of Agreement

3. The Activity will take place tentatively in, Cotonou, Abidjan and Ouagadougou between March 24th 2014 and June 30th 2014.

4. The description of the Activity under this Agreement is set out in the Annex.

5. The Recipient shall provide the services, facilities and resources as detailed in the Annex to this Agreement.
Limits to Agreement

6. This Agreement does not constitute a commitment by either the World Bank or the Recipient to provide support for any activity or project beyond the specific agreements for the presentation of the “Regional Workshops on WAF/MU Trade Facilitation Regional Program” tentatively in, Cotonou, Abidjan and Ouagadougou between March 24th 2014 and May 30th 2014 as agreed upon in this Agreement. Nothing in this Agreement is intended to be a waiver of the privileges and immunities of the World Bank.

Costs and Payment

7. All costs subject to this Agreement (“Activity Costs”) are listed in the Annex. The Bank’s maximum financial commitment to this Agreement is Four hundred and sixty three Thousand and thirty nine Dollars (US) (US$ 463,039).

8. Any costs incurred by the Recipient in excess of the maximum financial commitment set in paragraph 7 will be at the Recipient’s sole risk.

9. Contingent upon receipt of a signed copy of this Agreement and the Recipient's bank account information, the Bank will transfer the payment(s) to the Recipient. Within twenty (20) days of completion of each workshop, the Recipient will provide to the Bank a Statement of Expenditure fully documenting with copies of receipts and a narrative description of all expenditures incurred related to the activities as set out in the Annex. In the event that the actual expenditures incurred by the Recipient, as fully documented and justified, to include copies of receipts, is less than the amount transferred to the Recipient upon signing of this Agreement, the Recipient will return the excess amount to the Bank within thirty (30) days of presentation to the Bank of the actual Statement of Expenses. Originals of all receipts should be retained by Recipient and made available to the Bank in case of an audit.

10. The payment will be made as a onetime payment upon signature of the Ancillary Agreement.

11. The Statement of Expenditures will be based on actual expenditures incurred from the list of eligible expense categories as delineated in the budget.

12. The Bank will not cover any work or expenses outside the effectiveness dates of the agreement. The Bank will not cover any work or expenses outside or exceeding the list of eligible expense categories as delineated in the budget.

Procurement

13. Subject to the maximum financial commitment specified in Section 7, the Recipient may hire consultants (firms and individuals) or purchase limited goods required for the carrying out of the Activity. In doing so, the Recipient shall follow its own procedures.
14. The Recipient shall maintain books, records, documents, receipts, and other evidence sufficient to properly reflect, in accordance with sound and generally accepted procurement and accounting procedures and practices, all relevant procurement documents, time charges and costs, and the bases thereof, claimed to have been incurred in the performance of this Agreement. The Recipient shall make available to the Bank or its auditors, until six (6) years from the date of completion of all the work set forth in the Annex for the purpose of verifying the Statement of Expenditure in connection with this Agreement.

15. The Recipient shall ensure that any payments made with funds received from the Bank are not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

Copyright

16. The Recipient and the World Bank agree on the following rules for the protection of materials used in the Activity:

(a) The World Bank will retain the copyright of all training materials and computer software developed and produced by the Bank, Bank staff, and consultants contracted by the Bank;

(b) Any materials and computer software referred to under sub-paragraph (a) will include the following note on the cover page or front matter:

"Copyright 2014 International Bank for Reconstruction and Development/The World Bank. This material may be used by the Recipient for research, education, or scholarly purposes only in member countries of the World Bank. All materials are subject to revision. The views and interpretations in this document are those of the individual author(s) and/or trainers and should not be attributed to the World Bank."

(c) The Recipient will retain the copyright of all materials and computer software produced by its staff and its consultants if no Bank funds are provided for this purpose. However, any materials developed by the Recipient for use in the Activity may be reproduced for research, education or scholarly purposes by the World Bank.

Names, Marks and Logos

(a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and “Trade Facilitation Facility (TFF)” and all variations thereof including their associated logo(s) (collectively, the “WAEMU”) are the sole and exclusive properties of the Bank, TFF and WAEMU, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Agreement.
(b) The use of the Bank Name by the Recipient for this Activity shall be subject to the written approval of the Bank, which approval will not be unreasonably withheld. Upon termination of this Agreement, or at the request of the Bank at any time, the Recipient shall immediately discontinue any and all use of the Bank Name and shall destroy stationery, brochures, promotional materials, proposed paid media and other similar materials bearing any form of the Bank Name that then are in its possession or control.

(c) The Parties acknowledge that any and all uses by one Party of the other Party’s Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party.

Effectiveness

17. This Agreement shall come into force and effect upon the date of countersignature by the Recipient. It shall remain in effect until August 2014, unless there is an exchange of letters between the parties formally extending the effect of the Agreement.

Implementation

18. The individuals with overall responsibility for this Agreement are:

For the International Bank for Reconstruction and Development:

Tadatsugu Matsudaira
Trade Facilitation Senior Specialist
World Bank
1818 H St NW
Washington, DC 20433
Tel: +1 202 473 5292
Fax: +1 202 614 1213
Email: tmatsudaira@worldbank.org

For the Recipient:

Mr. Cheikhe Hadjibou Soumare
President of the WAEMU Commission
Address, 380, Avenue du Pr Joseph Ki-Zerbo
Ouagadougou
Burkina Faso
TEL: +226 7503 18873
Fax: +226 50 31 88 72
E-mail: commission@uemoa.int
Termination

19. This Agreement may be modified or terminated at any time by joint agreement of the parties. This Agreement may be terminated by either party with three months’ (3) prior notice in writing to the other party.

20. If the Recipient engages in fraud and corrupt practices, is identified on any terrorist sanctions list, or makes payments, with funds received from the Bank, prohibited by a decision of the United Security Council taken under Chapter VII of the Charter of the United Nations, the Bank may immediately terminate this Agreement upon written notice to the Recipient. All funds paid to the Recipient shall promptly be returned to the Bank.

Disputes

21. Any dispute or difference arising out of, or in connection with this Agreement that is not amicably settled between the Parties shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The number of arbitrators shall be one and the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague, The Netherlands.

Miscellaneous

22. For legal purposes nothing in this Agreement shall be construed as creating a joint venture, an agency relationship, legal partnership between the Parties.

23. Recipient and their personnel, sub-consultants, sub-contractors and service providers shall not be under a declaration of ineligibility pursuant to the World Bank’s sanctions processes.

For the International Bank for Reconstruction and Development:

Jamal Saghir
Director, Sustainable Development Department
Africa Region - The World Bank
1818 H St. NW
Washington, D.C. 20433-USA

Date: March 18, 2014

For WAEMU

Mr. Cheikhe Hadjibou Soumare
Chairperson President of the WAEMU Commission
Address, 380, Avenue du Pr Joseph Ki-Zerbo
Ouagadougou
Burkina Faso

Date: 21 May 2014

CHEIKHE HADJIBOU SOUMARE
ANNEX

Description of activities

- The Activity consists of four workshops to host representatives of WAEMU member states in Cotonou, Benin; Abidjan, Côte d'Ivoire; and Ouagadougou, Burkina Faso. The first workshop, in Cotonou, will review a draft of revised WAEMU common customs code and a draft of revised WAEMU regulation. The second workshop, in Abidjan, will continue discussion on these drafts together with the private sector representatives. The second workshop will also review a regional guide on Trade Information Web-portal. The third workshop, in Ouagadougou, will be designed to validate the revised common customs code and the regulation on customs brokers. The place of the 4th workshop will be designed to discuss and validate the regional guide on SPS border control facilities and equipment.

Budget Information

The Bank will contribute towards the recipient total workshops budget of US$ 463,039 as below.

Eligible Expenditures: Goods and services associated with the “Regional Workshops on WAEMU Trade Facilitation Regional Program” scheduled to take place in Cotonou, Abidjan, Ouagadougou [other locations] and [To be filled] not sure what this means by the Commission between March 24th 2014 and June 30th 2014 or any other date thereafter agreed with by all parties and within the validity of this ancillary agreement, not to exceed the total amount budget for each workshop outlined below.

| Table 1: Eligible Expenses for Regional Workshop # 1 (“Regional Workshops on Common Customs Code and Regulation on Customs Brokers”) Cotonou, Benin |
|---|---|---|---|---|---|
| Expense Category | Description | Unit Cost | # units | #persons | Subtotal |
| Conference participants | Per diem* | 97 | 6 | 33 | 19206 |
| | Hotel | 155 | 6 | 33 | 30690 |
| | Airfare & ground transportation ** | 1,000/ traveler | 1 | 33 | 33000 |
| Conference Facility | Conference venue | 2000 | 5 | 1 | 10000 |
| | Printing | 132 | 5 | 45 | 29700 |
| Total | | | | | **122,596 |
Table 2: Eligible Expenses for Regional Workshop #2 ("Common Customs Code, Regulation on Customs Brokers, and Regional Guide on Trade Information Web-portal") Abidjan, Côte d'Ivoire

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Description</th>
<th>Unit Cost</th>
<th># units</th>
<th>#persons</th>
<th>Subtotal</th>
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<td>Hotel</td>
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<td></td>
<td>Airfare &amp; ground</td>
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</tr>
<tr>
<td></td>
<td>transportation **</td>
<td>traveler</td>
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<td></td>
</tr>
<tr>
<td>Conference Facility</td>
<td>Conference venue</td>
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Table 3: Eligible Expenses for Regional Workshop #3 ("Regional Workshops on Customs Management Regulation") Ouagadougou, Burkina Faso

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<tr>
<th>Expense Category</th>
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<th># units</th>
<th>#persons</th>
<th>Subtotal</th>
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<td>169</td>
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Table 4: Eligible Expenses for Regional Workshop #4 ("Regional workshops on SPS") Ouagadougou, Burkina Faso

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<th>Expense Category</th>
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<th># units</th>
<th>#persons</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference participants</td>
<td>Per diem*</td>
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<td>Total</td>
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<td></td>
<td>$81,336</td>
</tr>
</tbody>
</table>
* The Recipient must compare price quotations from at least three comparable vendors before purchasing hotel and conference services for the workshops, and must utilize the least cost service provider. If hotel price and conference quotes include breakfast and lunch, per diem should be reduced to 1/3. Participants of hosting country's nationals are not eligible to receive per diem.

** All airfare must be the least cost restricted economy ticket.