ANNEX 2: Ancillary Expenses Agreement Template

AGREEMENT

between

International Bank for Reconstruction and Development,

and

THE CENTRAL CORRIDOR TRANSIT TRANSPORT FACILITATION AGENCY

for

TF099959 THE REGIONAL INTEGRATION THEME WORK PROGRAM OF THE
SUB-SAHARA AFRICA TRANSPORT POLICY PROGRAM IN 5 PLACES BETWEEN “OCTOBER 8,
2013- FEBRUARY 28, 2013”

Purpose

1. This agreement (the “Agreement”) is made between Central Corridor Transit Transport Facilitation Agency (“The Recipient”), and the International Bank for Reconstruction and Development (“The Bank”) (together “The Parties”) for the purpose of organizing an activity titled The regional integration theme work program of the Sub-Sahara Africa Transport Policy Program (“the Activity”).

2. The objective of the Activity is to enable the cooperation in carrying out activities conducive to adopting sector-specific Central Corridor Transit Transport Facilitation Agency Protocols for trade and transit transport facilitation (the “CCTTFA Protocols”) which were elaborated by an Individual Consultant funded by the Africa Transport Policy Program (SSATP). The collaboration will be limited to the specific area of the preparation of a regional workshop on the adoption of the CCTTFA Protocols. However, the scope of the collaboration can be extended any time through an amendment of the present Agreement.

Scope of Work and Terms of Agreement

3. The Activity will take place in Burundi, the Democratic Republic of Congo, Rwanda, Tanzania and Uganda between October 8, 2012 and February 28, 2013.

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 integration theme work program of the sub-Saharan Africa Transport Policy Program 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 seventy thousand US Dollars (US$70,000), and will be transferred to the Recipient once the Recipient confirms the actual date of the workshop.

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

11. 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

12. 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.
13. 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.

14. 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

15. 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 [year], 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 “Central Corridor Transit Transport Facilitation Agency,” “CCTTFA”, “SSATP and its donors”, “Trade Facilitation Facility” and all variations thereof including their associated logo(s) (collectively, the “SSATP”) are the sole and exclusive properties of the Bank, CCTTFA and SSATP donors, 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

16. This Agreement shall come into force and effect upon the date of countersignature by the Recipient. It shall remain in effect until February 28, 2012, unless there is an exchange of letters between the parties formally extending the effect of the Agreement.

Implementation

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

For the Bank:  
Jea-Noël Guillossou  
Program Manager SSATP  
World Bank  
1818 H St NW  
Washington, DC 20433  
Tel: +1 202 473 4943  
Fax: +1 202 614 1213  
Email: jguillossou@worldbank.org

For the Recipient:  
Rukia D. Shamte  
Executive Secretary  
P.O. Box 2372 Dar es Salaam  
Tel: +255 22 2127149  
Fax: +255 22 2127148  
Email: ttf@centralcorridor-ttfa.org
Termination

18. 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’ prior notice in writing to the other party.

19. 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

20. 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

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

22. 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:

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

For the Central Corridor Transit Transport Facilitation Agency:

[Signature]
Rukia D. Shamte
Executive Secretary

Date: Nov 14, 2012

Date: 26th Nov, 2012
ANNEX A

Description of the Activity

The activity consists in the preparation of national and regional workshops on the adoption of the CCTTFA Protocols as listed in Annex B of this Agreement. The Bank contributes to this activity by providing financial support not to exceed USD 70,000 equivalent from the SSATP Trust Fund No. TF099959 towards the organization of the workshops.

Budget Information

Eligible Expenditures: The amount is to cover the cost of the logistical arrangement for the national workshops and the regional workshop, including facilities, hotel rooms, travel and subsistence for sponsored participants and CCTTFA staff, conference services and related costs such as service providers, interpreters, translators, lunch, refreshments, including transportation to and from Airport, hotel and venues, equipment, supplies and any other related support needed to ensure a successful workshop. A maximum of 5 percent of the financial support provided by the Bank may be used to cover CCTTFA administrative expenses for the organization of the workshop.
A. DRAFT PROTOCOLS FOR THE NATIONAL VALIDATION WORKSHOPS AND REGIONAL VALIDATION WORKSHOP

The validation workshop shall consider the following draft protocols for adoption;

Protocol No. 1 Maritime Port Facilities
Protocol No. 2 Routes and Facilities
Protocol No. 3 Customs Controls and Operations
Protocol No. 4 Documentation and Procedures
Protocol No. 5 Transport of Goods by Rail
Rail and Transit Traffic means rail traffic proceeding between railway stations of one contracting party to railway stations on the territory of another contracting party
Protocol No. 6 Transport of Goods by Road
Protocol No. 7 Inland Waterways Transport of Goods
Protocol No. 8 Transport by Pipeline
Protocol No. 9 Multimodal Transport of Goods
Protocol No. 10 Handling of Dangerous Goods
Protocol No. 11 Measures of Facilitation for Transit Agencies, Traders and Employees

B. MEMBERSHIP OF THE NATIONAL VALIDATION WORKSHOPS i.e. NAME OF THE COUNTRY AND STAKEHOLDERS

Tanzania
1. Ministry of Transport
2. Ministry Trade and Industry
3. Ministry of Works
4. Ministry of Justice and Legal Affairs
5. Tanzania National Roads Agency (TANROADS)
6. Tanzania Ports Authority (TPA)
7. Tanzania National Police
8. Tanzania Immigration Services
9. Tanzania International Container Terminal Services Company Limited (TICTS)
10. Tanzania Railways Corporation (TRC)
11. Surface and Marine Transport Regulatory Authority (SUMATRA)
12. Tanzania Revenue Authority - CUSTOMS
13. Tanzania Shipping Agencies Association (TASAA)
14. Tanzania Chamber of Commerce Industries and Agriculture (TCCIA)
15. Tanzania Freight Forwarders Association (TAFFA)
16. Marine Services Company Linitec (MSC)
17. Tanzania Truck Owners Association (TATOA)

NB; All delegates should be legal experts

Rwanda
1. Ministry of Transport and Infrastructure
2. Ministry of Industry and Trade
3. Ministry of Justice and Legal Affairs
4. Rwanda National Roads Authority
5. Rwanda Federation of Private Sector (FRSP)
6. Rwanda Road Transport Operators Association
7. Association of Transporters of Rwanda (ATAR)
8. Association of Insurers of Rwanda (ASAR)
9. Association of Clearing Agents of Rwanda (ADAR)
10. Rwanda Revenue Authority/Customs Services
11. Rwanda National Police
12. Rwanda Immigration Service
13. Rwanda Transport Development Agency

**NB; All delegates should be legal experts**

**Uganda**
1. Ministry responsible for Transport – Directorate of Transport
2. Ministry responsible for Tourism Trade and Industry
3. Ministry of Justice and Legal Affairs
4. Uganda Railways Corporation (URC) to change name after concessioning in 2006
5. Uganda Revenue Authority/Customs and Excise
6. Uganda Freight Forwarders Association (UFFA)
7. Uganda Manufacturers Association (UMA)
8. Uganda Importers & Exporters Association (UGIETA)
9. Uganda National Chamber of Commerce and Industry (UNCCI)
10. Uganda National Road Agency (UNRA)
11. Private Sector Foundation
12. Uganda National Police
13. Uganda Directorate of Immigration
14. Uganda National Insurance

**NB; All delegates should be legal experts**

**Burundi**
1. Ministry of Transport Works and Equipment
2. Ministry of Commerce and Industries
3. Chamber of Commerce, Industries and Agriculture
4. Ship Owners Association
5. Burundi Ports Corporation
6. Association of Oil Marketing Companies
7. Association des Transitaires
8. Ministry of Public Works (Road Office)
9. Burundi Revenue Authority - Customs
10. Association of Clearing & Forwarders
11. Burundi Immigration Service
12. National Police
13. SOCABU (National Insurance)

**NB; All delegates should be legal officers**
DRC
1. Ministry responsible for Transport and Communications
2. Ministry responsible for Works and Infrastructure
3. Ministry responsible for Regional Cooperation
4. Ministry responsible for Trade and Industry
5. Societe Nationale des Chemins de Fer du Congo (SNCC)
6. La Generale de Carrières et des Mines (GECAMINES)
7. Regie de Voies Fluviales (RVF)
8. Office National des Transports (ONATRA)
9. Office des Routes (OR)
10. Office Gestion du Fret Maritime (OGEFREM)
11. Compagnie Maritime du Congo (CMDC)
12. Office de Douanes et Accises (OFIDA)
13. Chemin de Fer des Uele's (CFU)
14. Office Congolais de Controle (OCC)
15. Direction Generale des Migrations (DGM)

NB: All delegates should be equal experts

The Central Corridor Transport Facilitation Agency Agreement

C. CCTTFA BOARD MEETING

This meeting will consider and adopt the draft protocols agreed at the validation workshop by the stakeholders and adopt it.
The meeting will cover 2 days from 20th November to 22nd November 2012.

D. COUNCIL OF MINISTERS MEETING

This meeting which is the supreme organ of CCTTFA will consider the draft protocols as shall have been adopted by the CCTTFA Board and adopt it for signature. The signed document shall then become part and parcel of the CCTTFA Agreement. The act of signature shall successfully bring an end to this project. The meeting will cover 2 days from 22nd November to 23rd November 2012.

E. DELIVERABLES

Resolution of the Council of Ministers adopting the following:

The TTFA Protocols
## Workplan

<table>
<thead>
<tr>
<th>Activity</th>
<th>Budget (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stakeholders workshops</td>
<td></td>
</tr>
<tr>
<td>• Tickets</td>
<td>14,400</td>
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<tr>
<td>• Per diem participants</td>
<td>18,000</td>
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<tr>
<td>• Conference facilities</td>
<td>2,000</td>
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<tr>
<td>• Translation, Interpretation, Printing</td>
<td>6,000</td>
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<tr>
<td>• Per diem CCTTFA-staff</td>
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<td>• Sub Total</td>
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<tr>
<td>Executive Board Meetings</td>
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<td>• Per diem</td>
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</tr>
<tr>
<td>• Conference facilities</td>
<td>0</td>
</tr>
<tr>
<td>• Others</td>
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</tr>
<tr>
<td>• Sub Total</td>
<td><strong>0</strong></td>
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<tr>
<td>The Interstate Council of Ministers</td>
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<tr>
<td>• Tickets</td>
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<td>• Per diem</td>
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<td>• Conference facilities</td>
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</tr>
<tr>
<td>• Sub Total</td>
<td><strong>0</strong></td>
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<td>Country Workshops</td>
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<td>• Workshop Burundi (facilities and catering)</td>
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<td>• Workshop DRC (facilities and catering)</td>
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<td>• Workshop Rwanda (facilities and catering)</td>
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<td>• Workshop Uganda (facilities and catering)</td>
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<tr>
<td>• Workshop Tanzania (facilities and catering)</td>
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<tr>
<td>• Translation, Interpretation, Printing</td>
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<td>• Sub Total</td>
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<td>• CCTTFA Administration Costs</td>
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