Ancillary Expenses Agreement

AGREEMENT

between

International Bank for Reconstruction and Development,

and

The United Nations Environment Programme

for

Workshops and Meetings of
The Africa Sustainable Transport Forum, and
the SSATP working groups and General Assembly

Nairobi, Kenya
27 – 31 October 2014

Purpose


The objective of the Activity is to organize and manage the logistical aspects of these activities which constitutes 3 independent consecutive events. The SSATP working groups will consist of two separate groups of experts, one with focus on Urban Mobility and the second on Regional Integration and Connectivity. This event will take place on October 27, 2014. It is expected that in these two working groups the work program for the Africa Transport policy Program for 2015 will be finalized and presented at the General Assembly on October 31. The Africa Sustainable Transport Forum (ASTF), will follow on October 28 through October 30, 2014. It is designed to be a high-level platform for discussion and policy decision-making on sustainable transport in Africa, coupled with on-the-ground initiatives, including knowledge-sharing, south-south exchanges, demonstration projects and pilot programs. It will include on October 30, the 1st Ministerial and Experts Conference on Sustainable Transport in Africa,
Scope of Work and Terms of Agreement

2. The Activity will take place in Nairobi, Kenya from October 27 to October 31, 2014.

3. The description of the Activity under this Agreement is set out in the Annex. The Annex shall constitute an integral part of this Agreement.

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

Limits to Agreement

5. 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 [Workshops and Meetings of The Africa Sustainable Transport Forum, and The SSATP working group and General Assembly] in [Nairobi, Kenya] on [27-31 of October 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

6. All costs subject to this Agreement ("Activity Costs") are listed in the Annex. The Bank’s maximum financial commitment to this Agreement is [USDOLLAR Five Hundred Seven Thousand] ($507,009), which includes $200,000 towards the organization of the ASTF and $307,000 towards the SSATP Working Groups and General Assembly meetings and will be transferred to the Recipient pursuant to the schedule indicated in paragraph 9 below.

7. Any costs incurred by the Recipient in excess of the maximum financial commitment set in paragraph 6 will be at the Recipient’s sole risk.

8. 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 in two Tranches:

9. The amount of US Dollar Four Hundred Thousand ($400,000) will be transferred upon signature of this agreement. A subsequent payment up to US Dollar One Hundred Seven Thousand ($107,000) will be paid after all expenditures have been expensed and documented.

10. Within thirty (30) 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.
11. 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 reallocate the excess amount in consultation with the Bank unless otherwise agreed in writing, within thirty (30) days of presentation to the Bank of the actual Statement of Expenses. Originals of all receipts should be retained by the Recipient and made available to the Bank in case of an audit.

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

13. 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**

(a) 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 UN 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 VI 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:

There will be no materials from this agreement or from World Bank funds that would require a copyright agreement, including training materials or computer software.

(a) 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 “Africa Transport Policy Program (SSATP)” “Trade Facilitation Facility (TFF),” “South Africa Trust Fund and United Nations Environment Program (UNEP)” and all variations thereof including their associated logo(s) (collectively) are the sole and exclusive properties of the Bank and [United Nations Environment Program (UNEP and All Parties involved in the organization or financing of this event], respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Agreement.

(b) The Parties agree that the use of the names and logos of both parties is subject to prior consent of both parties; it being understood that such approval will not be unreasonably withheld.

(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 [November 30, 2015], 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:

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1 Name of Other Party
2 Ibid.
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’ 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 Nations Security Council taken under Chapter VI 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

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.

23. The Bank will disclose this Agreement and any related information in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Recipient consents to disclosure of this Agreement and any related information.

For the International Bank for Reconstruction and Development:

Name: Jose Luis Irigoyen  
Title: Director  
World Bank  
1818 H St NW  
Washington, DC 20433

Date: 10/16/2014

For the United Nations Environment Programme:

Name: Ligia Noronha  
Title: Director, Division of Technology Industry and Economics (DTIE)  
Date 22/10/14  
22 October 2014
Description of the Activity

The activity consists of preparing and organizing a series of workshops and events from October 27 till October 31, 2014. These include the preparation and management of the logistical aspects of the meetings of the Africa Transport Policy Program Working Groups on October 27 and the Program General Assembly on October 31. The activity also consists of managing all aspects of the organization of the Africa Transport Forum and the 1st Interministerial ASTF meeting.
**Budget Information**

The total contribution will be used to finance around 200 participants to the events described above including per diem, travel costs and subsistence, interpretation and catering services. The contribution from the Bank will be paid as follows: An amount of $70,000 from TF099959, An amount of $200,000 from TF018319 and the amount of $237,000 from TF018208. UNEP and UN Habitat will contribute $43,309 towards the ASTF meetings from their own budget.

| Per diem for Sponsored Participants from representatives for 55 for the ASTF and 75 from SSATP (125 x 5 x $274) | $102,750 | 75,350 |
| Per diem for sponsored Ministers of Environment 17 and Minister of Transport 25 (40 x 4 x $274) | 27,400 | 18,632 |
| Sub Total per diem | 130,150 | 92,000 | $1,982 | $224,132 |
| Tickets for participants: 72 for the ASTF and 100 for the SSATP: 172 x 1500 (average ticket price) | 150,000 | 108,000 | $258,000 |
| Badges and name plates for 200 people | 440 | 660 |
| Registration costs: Staff, overtime, preparatory work, incidentals | 2870 | 4305 |
| Interpretation costs, including sound equipment, meeting service attendants | 13,537 | 18934 |
| Total | $40,706 | $21,501 |
| Total | $544,339 |