ANNEX 2: Ancillary Expenses Agreement Template

AGREEMENT

between

International Bank for Reconstruction and Development,

and

The FEDERATION OF EAST AND SOUTHERN AFRICAN ROAD TRANSPORT ASSOCIATIONS

for

TF099959 – The Sub Saharan Africa Transport Policy Program Meeting of the Regional Economic Communities Transport Coordination Committee (REC TCC) in Johannesburg, South Africa, on April 15th-18th 2013

Purpose

1. This agreement (the “Agreement”) is made between The FEDERATION OF EAST AND SOUTHERN AFRICAN ROAD TRANSPORT ASSOCIATIONS (“The Recipient”), and the International Bank for Reconstruction and Development (“The Bank”) (together “The Parties”) for the purpose of organizing an activity titled The Sub Saharan Africa Transport Policy Program meeting of the Regional Economic Communities Transport Coordination Committee (REC TCC) (“the Activity”).

2. The objective of the Activity is to prepare and subsequently host the meeting of the REC TCC in Johannesburg, South Africa, on April 15th-18th 2013 as further detailed in the Annex.¹

Scope of Work and Terms of Agreement

3. The Activity will take place at Hotel, Johannesburg, South Africa on the following date(s) April 15th-18th 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.

¹ To be provided by TTL.
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 workshop on corridor performance monitoring and national coordination within SSATP member countries in Johannesburg, South Africa, April 15th-18th 2013 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 US dollars one hundred and fifty thousand (US$ 150,000), and will be transferred to the Recipient upon receipt of a countersigned copy of this agreement.

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 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 “SSATP and its donors”, “Trade Facilitation Facility and all variations thereof including their associated logo(s) (collectively, the “SSATP/TFF” are the sole and exclusive properties of the Bank 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 December 31, 2013, 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: Jean Noel Guillossou
Program Manager
The World Bank
1818 H Street, NW,
Washington, DC 20433
Tel: (202) 473 4943
Fax: (202) 614 1213
Email: jguillossou@worldbank.org

For the Recipient: Barney Curtis
Executive Director
96 Main Road (R55), Crowthorne, Midrand. 1682
Box 70202, Bryanston. 2021. South Africa
Tel & Fax: +2711 468 5277
Email: fesarta@iafrica.com

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:

Jamal Saghir:
Director
Sustainable Development Department
Africa Region – The World Bank
Date: 13th July 2013

For The FESARTA:

Barney Curtis
Executive Director
The FESARTA
Date: 3rd April 2013
Description of the Activity

Hosting of the Regional Economic Communities Transport Coordination Meeting (REC TCC) and the Africa Road Transport Forum 2013 in Johannesburg, South Africa, on April 15th – 18th, 2013.

Description of activities

The hosting of the meeting covers all the arrangements needed for the preparation and for the meeting itself, including but not limited to the following items:

- Preparation of the workshop, notably invitation of participants and follow-up of registrations, organization of travel and accommodation for sponsored participant registrations
- Venue arrangements, notably identification of venue, and subsequent coordination for the meeting facilities, including interpretation, organization of the conference logistics
- Meeting support and associated SSATP communication activities, notably secretariat facilities during the conference
- Meeting participation, notably technical input in the meeting sessions

Budget Information

<table>
<thead>
<tr>
<th>Eligible Expenditures:</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Travel and subsistence for sponsored participants</td>
<td>US$ 90,000.00</td>
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<tr>
<td>Conference facilities, hotel rooms, conference services and related costs such as lunch, refreshments, including transportation to and from airport, venues, multimedia equipment, supplies and other service providers, interpreters, translators, SSATP communication and media activities</td>
<td>US$ 45,000.00</td>
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<tr>
<td>Other logistical arrangements for the workshop and its administration</td>
<td>US$ 15,000.00</td>
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<tr>
<td>Total</td>
<td>US$ 150,000.00</td>
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