

**The World Bank**  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.  
Washington, D.C. 20433  
U.S.A.

(202) 477-1234  
Cable Address: INTBAFRAD  
Cable Address: INDEVAS

**CONFORMED COPY**

**ANNEX 2: Ancillary Expenses Agreement Template**

**AGREEMENT**

between

**International Bank for Reconstruction and Development**

and

**Republic of South Africa**

for

**National Portfolio Formulation Exercise in South Africa  
on July 14, 2011**

**Purpose**

1. This agreement (the “Agreement”) is made between the Republic of South Africa (the “Recipient”), and the International Bank for Reconstruction and Development (the “Bank” or “World Bank”) (together the “Parties”) for the purpose of organizing an activity titled National Portfolio Formulation Exercise (the “Activity”).
2. The objective of the Activity is to enable the Recipient to conduct a broad consultation process to set priorities for GEF resource programming covering the GEF 5th replenishment period.

**Scope of Work and Terms of Agreement**

3. The Activity will take place in the Republic of South Africa on the following date(s) between July 18, 2011 and December 30, 2011.
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 National Portfolio Formulation Exercise in the Republic of South Africa on December 30, 2011 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 Twenty nine thousand and nine hundred ninety nine United States Dollars (U.S.\$29,460).
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 Expenditures 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 Expenditures. Originals of all receipts shall 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 Expenditures 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/Global Environment Facility/GEF. 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 or the GEF.”
  - (c) The Recipient will retain the copyright of all materials and computer software produced by its staff and its consultants if no Bank/GEF 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 and the GEF.

### **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,” “Global Environment Facility,” “GEF”, and all variations thereof including their associated logos (collectively, the “Bank/GEF Name”) and the Republic of South Africa and all variations thereof including their associated logo(s) (collectively, the Republic of South Africa) are the sole and exclusive properties of the Bank/GEF and the Republic of South Africa, 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/GEF 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/GEF Name and shall destroy stationery, brochures, promotional materials, proposed paid media and other similar materials bearing any form of the Bank/GEF 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:

Monique Barbut  
CEO/Chairperson, Global Environment Facility  
World Bank  
1818 H St NW  
Washington, DC 20433  
Tel: (202) 473-3202  
Fax: (202) 477-6391  
Email: mbarbut@thegef.org

For the Recipient:

Mr. Zaheer FAKIR  
Chief Director  
Department of Environmental Affairs and Tourism  
Private Bag X47  
Pretoria - 0001  
South Africa  
Tel: 011 27 12 310 3828  
Fax: 011 27 12 310 3541  
EMail: zfakir@environment.gov.za

## **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.
23. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the GEF's support for the Activity.

For the International Bank for

For the Republic of South Africa

Reconstruction and Development:

          //s// Monique Barbut          

          //s// Zaheer Fakir          

Name:

Name: Zaheer Fakir

Title:

Title: ACT DDG

Date: July 14, 2011

Date: 25 July 2011

**Description of the Activity**

The objective of the Activity is to enable the Recipient to conduct a broad consultation process to set priorities for GEF resource programming covering the GEF 5th replenishment period.

**Description of activities**

The National Portfolio Formulation Exercise consists of the following activities: carrying out of consultative meetings and workshops with the participation of a broad range of stakeholders, including government ministries, civil society and community-based organizations involved in national GEF policy and programming, for the purpose of developing a national portfolio formulation document describing the Recipient's priorities and projects/programs to be proposed for financing under the GEF 5th replenishment period. Activities include the following expenditures:

**Climate Change Prioritization Workshop**

- Travel: Flights(including return)16 PAX (people) @ approximately R8 000 = R128 000  
Shuttle service (Airport to venue and venue to airport) 2X collections @R 1200 = R2 400
- Accommodation - R1 400 per room X 15 PAX = R21 000  
Conference package: Breakfast, lunch, tea, conference room, sound equipment - (R350 Per person X 50 PAX x 2 Days = R35 000
- Material - Printing costs(R5 per page), photocopying costs(R2 per page) and workshop proceedings recording and report development( R5 000) - R10 000
- Total Cost - **R196 400**

**Budget Information**

**Eligible Expenditures:** The total cost is Twenty nine thousand and four hundred and sixty United States Dollars (U.S.\$29,460).