



TF012851

## AGREEMENT

between

**International Bank for Reconstruction and Development,**

and

**NEPAD Planning and Coordinating Agency**

for

***TF012851*– THE REGIONAL INTEGRATION THEME ON THE HARMONIZATION OF  
THE ROAD NORMS AND STANDARDS OF THE TRANS AFRICAN HIGHWAY NETWORK  
in Johannesburg, South Africa on February 20 and 21, 2013**

### **Purpose**

1. This agreement (the “Agreement”) is made between the Planning and Coordinating Agency - NPCA (“The Recipient”), and the International Bank for Reconstruction and Development (“The Bank”) (together “The Parties”) for the purpose an activity titled *Harmonizing Road Standards and Norms for the Development of Trans African Highway (TAH)* (“the Activity”).
2. The objective of the Activity is to *harmonize road standards and norms for the development of Trans African Highway to facilitate interstate transport as further detailed in the Annex.*<sup>1</sup>

### **Scope of Work and Terms of Agreement**

3. The Activities consists of technical assistance and organizing meetings and workshops for member countries in *Johannesburg, South Africa* from February 20 and 21, 2013 for information dissemination and adaption of the standards and norms.
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.

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<sup>1</sup> 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 *workshop and meetings for the discussion and dissemination of information and standards/norms* in *Johannesburg, South Africa on February 20 and 21, 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 Eighty Nine Thousand Sixty Five (US\$89,065.00)*, 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 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 *June 30, 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 Guillosoou  
 Program Manager  
 The World Bank  
 1818 H Street, NW,  
 Washington, DC 20433  
 Tel: (202) 473 4943  
 Fax: (202) 614 1213  
 Email: jguillosoou@worldbank.org

For the Recipient:

Dr Ibrahim Assane Mayaki  
 Chief Executive Officer  
 Address: International Business Gateway Park,  
 Block B, Gateway Park, Corner Challenger & Columbia  
 Avenues,  
 Midridge Office Park,  
 New Road, Midrand, Gauteng, South Africa

Postal address: Private Bag 218, Halfway House 1685,  
 Midrand, Gauteng, South Africa.

### **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 (3) 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**

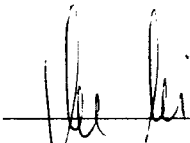
- 20. Any dispute or difference arising out of, or in connection with this Agreement that is not amicably settled between the Parties shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The number of arbitrators shall be one and the appointing authority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

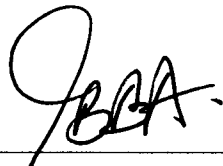
**Miscellaneous**

- 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:

For the NPCA:

  
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 Jamal Saghir:  
 Director  
 Sustainable Development Department  
 Africa Region – The World Bank

  
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 Dr Ibrahim Assane Mayaki  
 Chief Executive Officer  
 NPCA

Date: Feb 6, 2013

Date: 7 Feb. 2013

**Description of the Activity**

The Regional Integration Theme on the Harmonization of Road Norms and Standards of the Trans African Highway Network: activities to harmonize road standards and norms for the development of Trans African Highway to facilitate interstate transport

**Description of activities**

The organization of meetings and workshops cover all the arrangements needed for the preparation and for the meetings/workshops themselves, 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, notably secretariat facilities during the conference
- Meeting participation, notably technical input in the meeting sessions

**Budget Information****Eligible Expenditures:**

Travel and subsistence for sponsored participants	US\$ 44,400.00
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	US\$ 42,157.20
Other logistical arrangements for the workshop and its administration	US\$ 2,508.00
<b>Total</b>	<b>US\$89,065.20</b>