

STDF CONTRACT

The World Trade Organization (hereafter "WTO"), an intergovernmental organization established and governed by the 1994 Marrakesh Agreement Establishing the World Trade Organization, with headquarters at Centre William Rappard, Rue de Lausanne 154, Geneva 1211, Switzerland;

And

The Pôle Régional de Recherche Appliquée au développement des Systèmes Agricoles d'Afrique centrale - PRASAC (hereafter the "Contractor");

Collectively referred to as "the Parties" have agreed to the following contract ("Contract"):

Article 1: Objective

1. The objective of this Contract is to define the terms and conditions for the implementation of the Project Preparation Grant STDF/PPG/768 entitled "*Contribution à l'harmonisation du cadre législatif phytosanitaire en Afrique centrale*" ("the PPG").
2. The Contractor agrees to implement the activities and provide the services for the National Consultant and other expenses described in the PPG Terms of Reference (ToRs) in Annex I.

Article 2 : Duration

1. This Contract shall become effective upon signature by both Parties, for a period of up to a year, starting on **07 October 2021** until **06 October 2022**, unless terminated in accordance with Article 17.
2. Should the start date of the PPG be rescheduled as a consequence of COVID-19, the duration of the Contract and the reporting obligations in Article 5 will be adapted accordingly in mutual agreement by the Parties to the Contract, and in consultation with Mr Sylvestre Yamthieu. In addition, while the Parties may agree on adapting the time referred to in Article 17(a), the WTO reserves the right to terminate the contract under Article 17(a) in case the WTO considers that COVID-19 will prevent the start of the PPG in the foreseeable future.

Article 3 : Contribution

1. The PPG is financed by the Standards and Trade Development Facility Trust Fund ("the STDF").
2. The WTO shall transfer funds up to a total sum of **US\$29,000** (Twenty-nine thousand United States dollars), for services rendered under this Contract, in accordance with the budget estimate for the engagement of the National Consultant and other expenses detailed in the ToRs in Annex I, following the schedule:
 - a) An initial payment of **US\$11,600** (Eleven thousand and six hundred United States dollars), representing 40% of the funds, upon signature of the Contract by both Parties;
 - b) A second payment corresponding to the costs of stakeholder workshops and meetings, and other local expenses to be processed upon: (i) a written request for payment and related invoices, and (ii) approval of a draft Project proposal;
 - c) The outstanding balance upon approval by the WTO of the documents referred to in Article 5, including: (i) the final PPG implementation report; (ii) the final Project proposal; and (iii) presentation by the Contractor of a request for payment and final invoice specifying the actual number of days worked, travel and workshop costs, and any other costs (based on the estimated budget in Annex I).

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3. Transfers and payments shall be deposited to the following bank and account, and shall be deemed to have been made on the date on which the WTO's account is debited:

Bank name:	SOCIETE GENERALE TCHAD
Bank Address:	BP 461 N'DJAMENA TCHAD
Beneficiary Account Name:	Projet PRASAC CEMAC
Beneficiary Account No.:	60002 00001 02620388301 31
IBAN:	TD89 60002 00001 02620388301 31
Bank SWIFT:	SOGETDND
Routing number or ABA:	SOGEUS33

4. Under no circumstances may the PPG funds referred to in paragraph 2 above be exceeded, unless specifically agreed upon by the Parties through an amendment to this Contract. The WTO shall accept no liability for expenses not reflected in the budget presented in Annex I.

5. Upon completion of the PPG, or expiration or termination of this Contract, the Contractor shall reimburse to the WTO within three months any unused balance, unless otherwise agreed in writing.

6. In the event that the Contractor fails to make the repayment, the WTO reserves the right to offset such amount against any other amount payable to the Contractor.

Article 4 : Financial Management and Performance

1. The Contractor shall implement the Contract with the highest professional standards and in a sound financial manner. The Contractor shall have sole responsibility for complying with all legal obligations incumbent on it, whenever they may arise.

2. The Contractor shall index and register all documents and information in its possession relating to the implementation of this Contract. The Contractor shall stand ready to provide this information to the WTO upon expiration or termination of the Contract, or upon request by the WTO.

3. The Contractor shall further make available to the WTO all relevant factual and financial information upon request, including all expenses concerning the PPG, with a view to ensuring that the Contract is being properly implemented. All declared expenses in the PPG accounts shall be supported in the bookkeeping records of the Contractor by original or electronic documents (invoices, vouchers, contracts, order forms, tickets, etc.). The expenses presented shall follow the budget presented in Annex I. The Contractor shall stand ready to answer any questions of the WTO on these expenses and provide a copy of supporting original documents as necessary.

4. The Contractor shall immediately inform the International Consultant, Sylvestre Yamthieu, and the WTO in writing, with the relevant details, of any event that could lead to the non-performance or delayed performance in the implementation of the PPG. Both Parties may agree in writing on measures to be taken.

Article 5: Reporting

1. The Contractor shall report, together with the International Consultant, to the WTO on the progress made in the implementation of the PPG as described in Annex I.

2. On receiving the draft / final reports and documents produced under this PPG, the WTO may approve these documents with or without comments, reservations or requests for additional information, or where necessary, request new versions of these documents on the condition that the WTO provides the Contractor with specific reasons for requesting such a new versions.

Article 6 : Intellectual and Industrial Property Rights

1. Neither the Contractor nor the WTO shall seek or invoke intellectual property rights on intellectual creations – including but not limited to techniques, methods, procedures, and any other information – that may arise or emerge, directly or indirectly, as a result of the PPG. Both Parties

agree that such creations should remain in the public domain. The Contractor shall retain ownership of all intellectual and copyright materials which have been generated by the Contractor outside of this Contract, but which are provided to the PPG in support of its objectives.

Article 7 : Confidentiality, Use, Distribution and Publication of Information

1. Both Parties undertake to treat in the strictest confidence any information deemed confidential and/or commercially sensitive by the Contractor, the WTO, and the countries involved in the PPG.
2. The Contractor shall neither publicize its collaboration with the WTO nor use the WTO name or logo in any way without prior written authorization of the WTO. The WTO shall not be required to distribute or publish documents or information supplied related to the PPG.
3. Notwithstanding the above, the WTO shall be entitled to use, distribute, and publish, for whatever purpose, by whatever means and on whatever medium, all information relating to or resulting from the PPG, in particular the identity of the Contractor, Contract, subject matter, duration, and reports.
4. Any distribution or publication of information related to or resulting from the PPG by the Contractor shall mention in an appropriate manner the financing by the STDF.

Article 8 : Official Correspondence

1. For purposes of communications, requests or notices with respect to this Contract,

WTO shall be represented by:

Melvin Spreij

Head of the STDF

At the following address:

Centre William Rappard, Rue de Lausanne 154, Geneva 1211, Switzerland

E-mail: STDFSecretariat@wto.org

Tel: +41 22 739 5295

And

Contractor shall be represented by:

Dr Grégoire BANI

General Director

At the following address:

PRASAC- Direction Générale

B.P.: 764-N'Djaména - Tchad

E-mail: prasac_dg@yahoo.fr, secretariat@prasac-cemac.org

Tel: +235 22 52 70 24/25

2. Unless otherwise specified, all official correspondence between the Parties should be between the above representatives.

Article 9 : Entire Agreement

1. This Contract contains and constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any and all prior or other representations, communications, understandings, agreements and proposals, whether written or oral, by and between the Parties on this subject.

Article 10 : Status of Annexes

1. The Annex(es) form(s) an integral part of the Contract. Any reference to this Contract includes the Annex(es).

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Article 11 : Amendment

1. This Contract, including the Annex(es), may only be amended by written agreement of the Parties. Any oral agreement shall not be binding.

Article 12 : Assignment and Sub-contracting

1. Other than the national experts mentioned in Annex I, the Contractor shall not, without the prior written authorization of the WTO, assign the rights and obligations arising from this Contract in whole or in part, nor shall it sub-contract, or cause the Contract to be performed in practice by any third party.

2. In the absence of authorization referred to in the previous paragraph, or in the event of failure to observe the terms thereof, the assignment by the Contractor shall not be enforceable against and shall have no effect on the WTO.

Article 13 : Legal Status of the Parties

1. Nothing in this Contract shall imply or be interpreted as any waiver, even temporary, partial, or implicit, of the privileges or immunities of the WTO and the PRASAC under international law and any other applicable norm or legislation.

Article 14 : Relationship between the Parties

1. Nothing in this Contract shall create any employer/employee, agency, distributor, partnership or any form of joint venture relationship between the Parties. Except, as expressly set forth in this Contract, neither Party shall have the authority to act on behalf of, be liable for the acts of the other Party, bind or represent the other Party in any way. The Parties hereby recognize that this collaboration under this Contract is non-exclusive.

Article 15 : Conflict of Interest

1. By signing this Contract, the Contractor certifies that no conflict of interest exists between the implementation of the PPG and any of its other activities.

2. The Contractor shall further refrain from any action that may generate a conflict of interest or any appearance thereof. Should such a situation arise, the Contractor shall immediately notify the WTO thereof in writing. The WTO has the right to verify if the measures are adequate and may require that additional measures be taken if deemed necessary.

Article 16 : Liability

1. The WTO shall not be liable for any loss or damage sustained by the Contractor or for any act or default on the part of the Contractor in the implementation of the Contract.

2. The Contractor shall have the necessary insurance against risks and damage, notably in respect of civil and professional liability, relating to the implementation of the Contract. A copy of all insurance contracts shall be sent to the WTO upon request.

Article 17 : Termination

1. The WTO may terminate this Contract without prior notice and without recourse to any legal proceedings:

- (a) where implementation of the PPG has not effectively commenced within one month of the signature of the Contract;
- (b) in case of breach of any clause of this Contract by the Contractor;
- (c) in case of non-performance and/or delayed performance in the implementation of the PPG and when no agreement has been reached as referred to in Article 4.4;
- (d) in case of termination of the contract between the WTO and the International Consultant under the PPG;
- (e) where a change in the Contractor's legal, financial, technical, or organizational situation could have a significant effect on the performance in the implementation of the PPG;
- (f) where the Contractor is declared bankrupt, is wound up, has been wound up by court order or is in composition with its creditors entailing suspension of business, is in receivership, or is in any other comparable situation provided for by the laws or regulations of its country;
- (g) where the Contractor has made false, incomplete, or incorrect statements, or has failed to provide information in attempting to obtain the Contract or any benefit resulting therefrom; or
- (h) where unforeseen increases in commitments or expenditures are expected or realized (whether due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies).

2. The termination procedure shall be initiated by registered letter with acknowledgement of receipt. The termination shall take effect from the day following the date of receipt of the letter terminating the Contract. Unless specifically agreed upon by the Parties in writing, the WTO shall cease all payments immediately.

3. On receipt of the letter terminating the Contract as referred to in paragraph 2 above, the Contractor shall:

- (a) complete the tasks begun in accordance with the Contract, unless agreed otherwise in writing;
- (b) take all appropriate measures to minimize costs, prevent damage and cancel or reduce its commitments; and
- (c) reimburse to the WTO all amounts not spent at the date of termination, unless agreed otherwise in writing.

4. The Contractor may terminate this Contract by giving 60 days written notice of the intent to terminate the Contract. In such a case, paragraph 3 above shall apply. Unless specifically agreed upon by the Parties in writing, the WTO shall cease all payments immediately.

Article 18 : Anti-fraud and anti-corruption

1. The Contractor declares that it has in place mechanisms for the prevention, detection, reporting, denouncing, and sanction of fraud and corruption that are in line with the best practices of governance and administration. Pursuant to these mechanisms, the Contractor's code of ethics and values, and the relevant laws applicable to the Contractor, the Contractor shall maintain a zero-tolerance approach with respect to fraud and corruption.

2. The mechanisms referred to in Article 18.1 shall apply to the Contractor, its personnel and affiliates, as well as to any other individuals or companies with which the Contractor maintains a relationship for the carrying out of any activities for or on behalf of the Contractor.

Article 19 : Prevention of Money Laundering and Financing of Terrorism

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1. The Contractor declares that it has in place mechanisms for the prevention of money laundering and financing of terrorism, for which compliance is mandatory for all persons, whether individuals or legal entities, which are carrying out any activities for or on behalf of the Contractor.

Article 20 : Dispute Settlement

1. The Parties shall endeavour to amicably resolve through direct negotiations any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Contract, including its existence, validity or termination.

2. Should no amicable resolution be achieved, the dispute shall be referred to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and Private Parties, or the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, whichever is applicable, as in effect on the date of this Contract.

3. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Geneva, Switzerland. Unless the Parties agree on the name of an arbitrator within one month of the request for arbitration by either party, the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The decision of the arbitrator shall be final and binding, and not subject to appeal.


IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract in two (2) originals in English at the place and on the day below written.

At [place], on 04/10/21 [date]


At Geneva, on 22/09/21 [date]

For and on behalf of
Pôle Régional de Recherche Appliquée au
Développement des Systèmes Agricoles
D'Afrique Centrale

For and on behalf of the
World Trade Organization:


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Dr Grégoire BANI
General Director




.....
Nthisana Phillips
Director, Administration and General Services
Division (AGSD)