

**AGREEMENT ON THE COOPERATION
WITH REGARD TO THE CREATION OF
THE WEST AFRICAN SCIENCE SERVICE CENTRE
ON CLIMATE CHANGE AND ADAPTED LAND USE**

N 140 1/10 ID 8/5 11/2 12/11/11

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The Contracting Parties

Acknowledging the importance of improving the understanding of climate change impacts in West Africa and the need to cope with such changes through adapted land use in order to promote the development of the economies of those countries;

Having regard to the need for a joint effort of the countries in West Africa, to improve the projection of the impact of climate change on the economic development of the region and the means to provide empirical evidence to policy makers on land use policies that will help counter these effects, and for this purpose to encourage, promote and undertake research at the regional and national levels;

Considering that these aims can best be achieved through research, capacity building and exchange of knowledge;

Anxious to specify with respect to WASCAL the relationship among the Contracting Parties, in particular concerning the organisation of the work between the Contracting Parties, the governance of WASCAL and the rights and obligations of the Contracting Parties as well as financing conditions and material or immaterial commitments of the Contracting Parties-

Aiming at the establishment of the "West African Science Service Centre on Climate Change and Adapted Land Use" (this shall hereinafter be referred to as "WASCAL");

Have agreed as follows:

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Article 1

DEFINITIONS

For the purpose of this Agreement on the Cooperation with regard to the West African Science Service Centre on Climate Change and Adapted Land Use (Cooperation Agreement)

“In kind contribution” means non-cash input which can be given a cash value, e.g. infrastructure, manpower etc.

“Region” refers to the territories of the West African Contracting Parties.

“ZEF” refers to the Center for Development Research at the University of Bonn, Germany.

Article 2

OBJECTIVES OF THE COOPERATION

(1) The Contracting Parties strive to establish an international research centre to be known as the “West African Science Service Centre on Climate Change and Adapted Land Use” (WASCAL). Recognizing this overall objective of the Cooperation Agreement, the objectives of WASCAL shall be to:

significantly improve the research infrastructure and capacity, the regional scientific data bases and cooperation in West Africa to assess climate change and its impact on society and the socio-ecological systems;

explore science-based scenarios and options for enhancing the resilience of human and environment systems in the face of climate change, in particular through adaptation in land use;

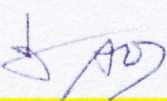
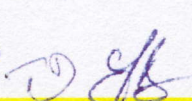

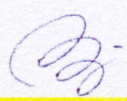

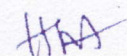

strengthen the capacities of policy and decision makers to explore, introduce and extend rational land use systems adapted to the conditions prevailing in the West African countries and promote implementation of policies and measures that ensure the provision of the essential ecosystem services while supporting the livelihoods of local communities;

build up and maintain, as appropriate, regional facilities to conduct research and capacity building on climate change and adapted land use;

encourage, coordinate and undertake, as necessary, capacity development as well as basic and applied research programmes in the scientific, technical, economic and sociological fields; recognizing that research must remain relevant and serve the needs of the West African countries in their efforts to adapt to climate change;

collect, analyze and disseminate data and information on methods applied, experience gained and results obtained including best practices both within and outside West Africa on climate change and adapted land-use in the region.

(2) The implementation of the objectives shall be described in detail in a Work and Financial Plan to be decided on by the appropriate bodies of WASCAL.

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Article 3
STRUCTURE, LEGAL STATUS, AND HEADQUARTERS OF WASCAL

WASCAL shall be composed of:

a "Graduate Research Programme" with regional nodes of excellence for capacity building ("Graduate Schools") based at existing universities in the West African member states and addressing priority research areas in an interdisciplinary approach;

a "Core Research Programme" conducted collaboratively by scientists from the West African countries and Germany;

a "Competence Centre", which will house scientific staff, administrative and support personnel and visiting scientists, accommodate the infrastructure for data receiving, data maintenance and access, data interpretation and scenario analyses, conduct training and outreach activities to reach the targeted stakeholders in the region, and lead an international effort in state-of-the-art data collection;

(2) The legal presence of WASCAL shall be established as an International Organisation under public international law.

(3) WASCAL shall have its main headquarter in Accra, Ghana. The headquarters of the "Competence Centre" shall be in Ouagadougou, Burkina Faso. WASCAL shall sign a headquarter agreement with the countries where WASCAL is located in order to enjoy the immunities and exemptions from national tax laws customs and other fields of executive authority, which may be required for the proper exercise of the functions conferred on WASCAL by the WASCAL Constitution, or by virtue of decisions taken thereunder by the appropriate organs of WASCAL.

(4) The headquarters of WASCAL may be changed in the event of force majeure in the seat country by 2/3 of the eligible votes of the Council of Ministers in favour of the motion to transfer the headquarters to another West African Member State.

Article 4
GOVERNANCE STRUCTURE

(1) Matters under this Cooperation Agreement shall be dealt with by the Council of Ministers.

(2) The rules and procedures for the governance of WASCAL shall be settled under the WASCAL Constitution.

Article 5
BENEFITS OF WASCAL FOR THE CONTRACTING PARTIES

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All facilities built up and assets acquired by WASCAL shall be accessible to all Contracting Parties on an equitable basis subject to the provisions of this Cooperation Agreement. Each Contracting Party shall in particular

participate in and benefit from the "Core Research Programme", conducted by a research consortium from West Africa and an equivalent German research consortium;

participate in the "Graduate Research Programme" with "Graduate Schools" in designated countries;

have equal access to and benefit from the "Competence Centre" and its functions

participate in and benefit from an international effort in state-of-the-art data collection;

as described in detail in the "WASCAL Work and Financial Plan".

(2) WASCAL shall improve the climate change research infrastructure and capacity in West Africa to generate the knowledge and develop the analytical capability in the region to solve current and future land management problems caused by changing climate and weather conditions.

(3) WASCAL shall assist policy and decision makers in design and implementation of resilient and adaptive land use systems and develop measures to conserve or restore functional ecosystems that support sustainable human development, while preserving the natural resource base for future generations.

(4) WASCAL shall make available to the West African research community the expertise existing in Germany on climate change and adapted land management through partnerships, and strengthen the ability in the region to assess the impact of land management policies affecting the well-being of West Africa.

(5) As also access to regional data and information will be critical for WASCAL to exercise its functions, each Party shall facilitate the collection, exchange and dissemination of information, and submit reports and data as reasonably required by the competent organs of WASCAL to carry out its tasks, and take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Contracting Parties. Further details will be settled in the WASCAL Constitution.

(6) Bearing in mind possible concerns regarding confidentiality of data and information, an appropriate non-disclosure policy shall be adopted under the WASCAL Constitution.

Article 6

FINANCIAL COMMITMENTS AND PROVISIONS

(1) a) The Government of the Federal Republic of Germany agrees, in accordance with its budgetary requirements, to provide financial means to set up and operate WASCAL for the implementation phase 2011-2015.

In return the West African Contracting Parties commit themselves to provide annual financial and/or in-kind contributions. There shall be a minimum contribution of 300.000

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Euro in 2013 and from 2014 there shall be an annual increment by 5% of the running costs of the approved budget until 2015 to serve as reserves.

This amount shall be contributed in equal shares by the West African contracting parties.

b) The Graduate Research Programme will be funded by the Government of the Federal Republic of Germany, in accordance with its budgetary requirements, until 2015.

Details regarding the establishment of each individual "Graduate School" shall be settled through bilateral Memoranda of Understanding between each of the lead universities, WASCAL and ZEF in accordance with the provisions for the establishment of the "Graduate Research Programme" described in the "WASCAL Work and Financial Plan".

c) Modalities for the funding of the "Core Research Programme" as well as „inter alia“ liability shall be settled separately from this Cooperation Agreement by a grant agreement between the Government of the Federal Republic of Germany and a consortium of scientific institutions carrying out that programme.

d) Details regarding the modalities of the funding provided by the Government of the Federal Republic of Germany for the establishment of the "Competence Centre", concerning "inter alia" liability as well as financing conditions, shall be settled separately from this Cooperation Agreement by a Financing Contract between the KfW, acting on behalf of the Federal Republic of Germany, and WASCAL, once it has been established as legal entity.

e) Each Contracting Party accepting German funds through WASCAL, KfW or ZEF guarantees within its remit and its possibilities their correct appropriation and shall provide full support to the Government of the Federal Republic of Germany regarding enforcement of legal claims related to misappropriation of funds.

(2) Each Party shall support WASCAL in mobilising additional resources such as grants, loans, legacies, gifts, and other contributions in kind or in cash from governments and international, regional or national organizations or institutions and from other sources intended for the furtherance of the aims of WASCAL.

(3) All direct financial contributions provided by Contracting Parties and not subject to Art. 6 (1) of this Cooperation Agreement shall be administered by WASCAL and transferred by WASCAL to the final beneficiaries according to financial regulations to be decided on by the WASCAL Governing Board .

(4) During the time of its funding the board shall agree on guidelines for the allocation of German funds. Germany shall have the right to exercise a veto power with respect to decisions or relevant parts of the decisions related to the allocation of its grant if it can show that its own legitimate interests would be severely affected by a decision of the WASCAL Governing Board.

(5) Property, both movable and immovable, acquired by or on behalf of WASCAL shall constitute the assets of WASCAL, irrespective of their location. The income and property of WASCAL shall be applied solely towards the promotion of its objectives.

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(6) The African Contracting Parties commit themselves to give WASCAL a sustainable perspective.

(7) In the event of a Contracting Party defaulting in paying its annual contributions according to paragraph 2 above, that Contracting Party shall automatically lose its voting rights in the Council of Ministers.

(8) No Contracting Party shall be liable, by reason of its participation in WASCAL, for acts or obligations of WASCAL.

Article 7 ACCESSION

(1) This Agreement shall remain open for accession by any government to which an invitation has been extended based on a unanimous decision of the Council of Ministers.

(2) The instruments of accession shall be deposited at the ECOWAS Commission.

(3) For governments having deposited an instrument of accession, this Agreement shall enter into force thirty (30) days after the deposit of the relevant instrument.

Article 8 SETTLEMENT OF DISPUTES

(1) In the event of any dispute arising between the Contracting Parties as to the interpretation, application or implementation of this Cooperation Agreement, including its existence, validity or termination, such a dispute shall be settled amicably through consultation and negotiation between the Contracting Parties concerned.

(2) In all instances that the aforesaid disputes are not resolved in an amicable manner, any Party may submit the said disputes for arbitration to the ECOWAS Court of Justice.

(3) The provisions of paragraphs 1 and 2 of this Article shall be without prejudice to the choice of any other mode of settlement that the Contracting Parties concerned may jointly decide upon.

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Article 9

ENTRY INTO FORCE, DURATION AND TERMINATION

This Cooperation Agreement shall enter into force on the date on which six of the Governments of the Contracting Parties have informed the ECOWAS Commission that the national requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the sixth communication is received by the ECOWAS Commission.

(2) The original of this Cooperation Agreement drawn up in the English, French and German languages, each being equally authentic, shall be deposited at the ECOWAS Commission who shall transmit a certified copy to all Contracting Parties to the present Cooperation Agreement as well as to the Secretary-General of the United Nations for registration in accordance with Art. 102 of the Charter of the United Nations.

(3) This Cooperation Agreement shall continue in full force and effect until existing Contracting Parties agree by a majority of $\frac{3}{4}$ to terminate it. Termination of this Cooperation Agreement shall entail the dissolution of WASCAL.

(4) A Contracting Party that wishes to leave this Cooperation Agreement may denounce this Cooperation Agreement by giving notification to that effect to the ECOWAS Commission who in turn shall inform the Council of Ministers. Such denunciation shall take effect six (6) months after its deposit. This Cooperation Agreement shall continue to remain in force for the other Contracting Parties.

(5) Such denunciation shall not affect any rights or obligations of a Contracting Party leaving the Cooperation Agreement incurred prior to the date of denunciation, unless otherwise agreed, between the Council of Ministers and the leaving Contracting Party. This includes the obligation to provide all input, pro rata contributions, deliverables and documents for the period of its participation.

Article 10

MISCELLANEOUS PROVISIONS

(1) The official languages of WASCAL shall be English and French. The language for research activities and the graduate schools shall be English.

(2) The Contracting Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Contracting Party.

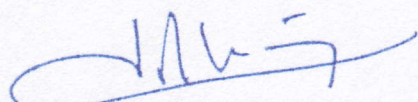
(3) Any amendment to this Cooperation Agreement shall follow the same procedure as has been set up for its entry into force.

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IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed the present Cooperation Agreement.

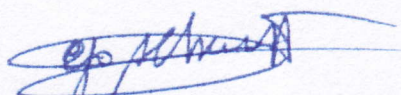
DONE at Lomé on this 10th Day of February 2012 in the English, French and German languages, all three texts being equally authentic, in a single copy which shall be deposited with the ECOWAS Commission.

For the Government of the Republic of Benin



Prof. François Adébayo ABIOLA
Minister of Higher Education and Scientific Research

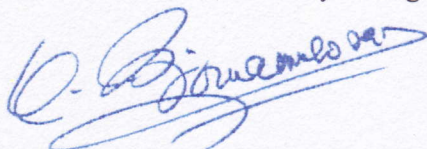
For the Government of Burkina Faso



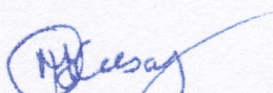
Prof. Albert Ouedraogo
Minister of Secondary and Higher Education

For the Government of the Republic of Côte d'Ivoire

Prof. Abou KARAMOKO
Director of Cabinet, Ministry of Higher Education and Scientific Research

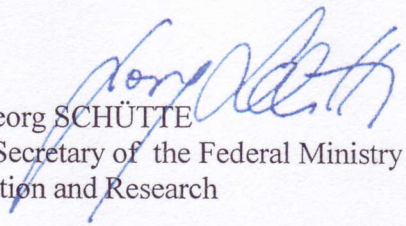


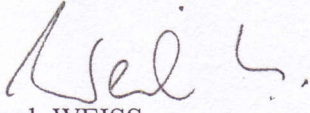
For the Government of the Republic of The Gambia



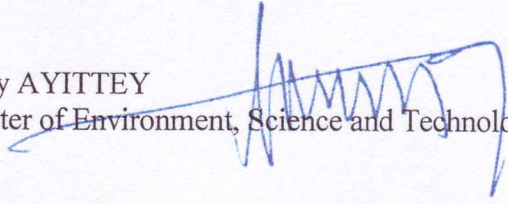
Dr. Mariama SARR-CEESAY
Minister of Higher Education, Research, Science and Technology

For the Government of the Federal Republic of Germany

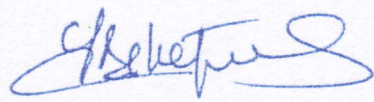

Dr. Georg SCHÜTTE
State Secretary of the Federal Ministry of
Education and Research


Joseph WEISS
Ambassador of the Federal Republic of
Germany

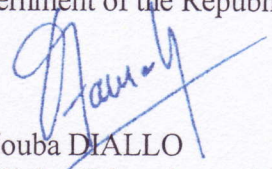
For the Government of the Republic of Ghana


Sherry AYITTEY
Minister of Environment, Science and Technology


For the Government of the Republic of Mali


Siby Ginette BELLEGARDE
Minister of Higher Education and Scientific Research

For the Government of the Republic of Niger


Mamadou Youba DIALLO
Minister of Higher Education and Scientific Research

For the Government of the Federal Republic of Nigeria

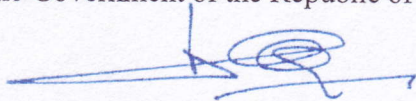

Hadiza Ibrahim MAILAFIA
Minister of Environment

For the Government of the Republic of Senegal

Prof. Tahir DIOP
Director of Research



For the Government of the Republic of Togo



François Agbéviadé GALLEY
Minister for Higher Education and Research