



Memorandum of Understanding

This Memorandum of Understanding referred to as "the Memorandum of Understanding" is established

BETWEEN

TRANS AFRICA PIPELINE INC. abbreviated "TAP" a not-for-profit corporation incorporated under the federal laws of Canada headquartered at P.O. 40063, 390 Queen's Quay West, Toronto, Ontario, Canada M5V 0A4 of the one part ;

AND

PAN AFRICAN AGENCY OF THE GREAT GREEN WALL abbreviated "APGMV" an Intergovernmental organization with international legal status created under the aegis of the African Union and the Community of Sahelo-Saharan States grouping the eleven (11) States: Burkina Faso, Djibouti, Eritrea, Ethiopia, Mali, Mauritania, Niger, Nigeria, Senegal, Sudan and Chad, (the « Member States ») with headquarters in Nouakchott, Islamic Republic of Mauritania, BP 5059 Ilot C; Tel: +222 45 25 56 88; www.grandemurailleverte.org of the other part.

PREAMBLE

HAVING SEEN the Convention Establishing the APGMV, signed on 17 June 2010 in N'Djamena, Republic of Chad by the Heads of State and Government ;

WHEREAS WATER is a source of life especially in the Sahelian lands of the Great Green Wall ;

WHEREAS the APGMV and TAP collectively referred to as "the Parties" and individually as "a Party" are collaborating to implement a continental water pipeline construction project and its infrastructure (production, transport and supply) by desalination on the route of the Great Green Wall from Dakar to Djibouti over approximately 8000 km in length and 15 km wide following the isohyets 100 - 400 mm of rainfall ;

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WHEREAS TAP declares to have all the necessary skills and expertise recognized worldwide for the mobilization of human, technical and financial resources for the installation and operation of the water pipeline, its infrastructure and its annexes and that it undertakes to make every effort to design, develop and operate a drinking water supply project for the benefit of the population and agro-sylvo pastoral needs in the eleven (11) Member States following the Great Green Wall route ;

CONSIDERING THAT the mission of the APGMV is to coordinate, monitor the realization of the Great Green Wall and mobilize the necessary resources in relation with the African Union, the Member States and the African Community institutions ;

CONSIDERING that the APGMV is the expression of a strong regional cooperation established by the African Heads of State and Government in the vision is to transform the arid and semi-arid zones of the Sahel into poles of economic prosperity to face the challenges the social and economic development of the lands of the Sahel and in particular those of the route of the GMV strongly confronted with the combined impacts of the environmental and climatic challenges;

CONSIDERING THAT the implementation of the Great Green Wall project is part of the 2030 trajectory of the Sustainable Development Goals, the Paris Universal Agreement on Climate Change and the Africa Agenda 2063, and integrates the objectives of the of the three international conventions against climate change, combating desertification and protecting biodiversity ;

WHEREAS the Parties agree that the land and other natural resources on the route and their management belong and comply with the laws and regulations of the country in which they are located and which will provide the necessary security for the facilities and personnel of the project during all phases preparation and exploitation.

CONSIDERING THAT the Parties wish to work together in promoting and structuring the financing of the TAP project with GMV Member States, African regional and sub-regional institutions and bilateral and multilateral cooperation agencies and decide to establish and sign within this framework a MEMORANDUM OF UNDERSTANDING prior to the establishment of an APGMV / TAP Partnership Agreement Protocol and specific Protocols in the implementation of the Project,

THE PARTIES AGREE AS FOLLOWS :

Article 1 : THE OBJECT

This Memorandum of Understanding sets out the framework and modalities for cooperation between the APGMV and TAP in the promotion and structuring phase, including technical, environmental and financial studies prior to the implementation of a continental construction and development project, operation of a water pipeline and its infrastructure for the supply of drinking water by desalination on the route of the Great Green Wall.

Article 2 : OBLIGATIONS OF THE PARTIES

2.1 COMMON COMMITMENTS : The Parties agree to work closely and by mutual agreement on the basis of joint actions with Institutions and Member States during the preliminary phase of promotion and structuring of the project.

2.2. TRANS AFRICA PIPELINE commits itself in relation with the APGMV to :

(i) research, design, develop and exploit all the opportunities, framework, tools and reliable media that can promote and internationally position the TAP project ;

(ii) prepare the Financial Investment and Project Implementation Plans, together with all relevant documents to demonstrate the feasibility and economic viability and impacts in the implementation of the Great Green Wall Initiative ;

(iii) exchange with the APGMV all the necessary documentation and keep it informed of all communication, advocacy and marketing opportunities for joint APGMV /TAP actions.

2.3. The APGMV engages with TAP in :

(i) intensifying the promotion, advocacy and communication activities of the TAP Project with GMV Member States, technical and financial partners at the bilateral and multilateral levels, sub-regional and regional cooperation institutions African Union, (ECOWAS, ECCAS, IGAD, UMA,) African Economic and Monetary Institutions (UEMOA, CEMAC) and African Financial Institutions (African Development Bank etc ..), the African Union Development Agency (ADUA / NEPAD) and private sectors of Member States;

(ii) to accompany and facilitate the activities of TAP in the Member States ;

(iii) include the TAP Project in its portfolio of Regional Structuring Programs and Projects (PRS) and its Priority Investment Plan (PIP) 2019-2025 ;

(iv) to involve TAP in its activities to promote and mobilize financing for its Priority Investment Plan 2019-2025 ;

(v) exchange with TAP all necessary documentation and keep it informed of all opportunities for communication, advocacy and marketing, for joint actions ;

(vi) sign at the end of the preliminary promotion phase and if all the commitments subscribed are made and after evaluation an APGMV / TAP Partnership Agreement Protocol for implementation of the TAP project and to assist TAP with the States for the signature of the specific State / TAP Agreements necessary.

Article 3 : DURATION AND ENTRY INTO FORCE

This Memorandum of Understanding is concluded for a period of three (3) years, renewable by tacit agreement. It shall enter into force from the date of signature by all the Parties.

Article 4 : CONFIDENTIALITY

Each Party undertakes to maintain the confidentiality of any information, document or data communicated to them by the other Party under the cover of confidentiality where the disclosure of which could clearly be prejudicial to the other Party.

Article 5 : MODIFICATION

This Memorandum of Understanding may be amended or supplemented at the request of either Party only by mutual written agreement between the Parties.

Article 6 : TERMINATION

One of the Parties may terminate this Memorandum of Understanding in the event of non-compliance with the commitments entered into, or for any other reason duly justified, giving three months (03) notice in writing to the other.

Article 7 : DISPUTES

Any disputes arising from the interpretation or application of this Memorandum of Understanding will be settled amicably between the Parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding in two (2) original copies in English and French.

Done at : *Toronto Ontario, Canada*

Date : *March 13, 2019*

TRANS AFRICA PIPELINE INC.

RQ Tennyson

Dr. Rod Tennyson,
Président

Done at : *Nouakchott*

Date : *March 18, 2019*

PANAFRICAN AGENCY OF THE GREAT GREEN WALL

Prof Abdoulaye DIA
Prof. Abdoulaye DIA
Executive Secretary

