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SCIENTIFIC AND TECHNICAL COOPERATION AGREEMENT

BETWEEN

INSTITUT DE RECHERCHE POUR LE DEVELOPPEMENT, hereafter referred to as
« IRD »,

AND

PAN AFRICAN AGENCY OF THE GREAT GREEN WALL, hereafter referred to as
« GGW »,

2011-2015

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SCIENTIFIC AND TECHNICAL COOPERATION AGREEMENT

BETWEEN

INSTITUT DE RECHERCHE POUR LE DEVELOPPEMENT, hereafter referred to as « IRD », a scientific and technological oriented French public institution, registration number 180006025 00159 APE Code 7219Z, the headquarter of which is located 44, boulevard de Dunkerque CS 90009 13572 Marseille cedex 02, represented by its chairman, **Michel LAURENT**,

Acting within the scope of its role as an inter-institute research agency for development (hereafter referred to as « AIRD »), the mission of which is to increase the French endeavours in research in favour of the development of southern countries.

On the one hand,

AND

THE PANAFRICAN AGENCY OF THE GREAT GREEN WALL, hereafter referred to as « GGW », intergovernmental organisation with an international legal status, created under the authority of the African Union and the Community of the Sahel-Saharan states, whose headquarter is in N'Djamena (Chad) BP 395 Quartier BOLOLO, 2nd district, represented by its Executive Secretary, **Prof. Abdoulaye DIA**,

Acting within the scope of its missions at a regional level in terms of planning, coordination, follow-up and evaluation of the implemented activities regarding the Great Green Wall.

On the other hand,

Hereafter designated individually as « the party » and together as « the Parties »;

Having regard to the convention that led to the creation of the Pan African Agency, signed the 17th of June 2010 in N'Djamena (Chad) by the head of states and governments of the following Sahel-Saharan states: Burkina-Faso, Djibouti, Eritrea, Ethiopia, Mali, Mauritania, Niger, Nigeria, Senegal, Sudan, Chad;

Having regard to the amended French decree n°84-430 of the 5th of June 1984 concerning the organisation and operation of IRD, notably its role as an agency;

CONSIDERING THAT:

- Within IRD, AIRD's assignment is to mobilize research and higher education institutions as well as any other institutions concerned about scientific issues linked to development, and to lead the reflection on these issues. It will promote and carry out scientific research works, in and outside France, likely to contribute to the economic, social and cultural progress of developing countries.
- The Pan African Agency of the Great Green Wall created by the head of states and governments of eleven countries concerned by the transcontinental project of the Great Green Wall has the following mission: to manage the planning, coordination, follow-up and evaluation of the construction of a Green Wall, the purpose of which is to fight against desertification. It will also contribute to sustainable development by supporting community development projects and programmes, and local governance on the Sahel-Saharan strip contained between the isohyets 100 and 400 mm on at least 7000 km long and 15 km wide going from Dakar to Djibouti (hereafter referred to as « the Initiative »);
- AIRD and GGW strongly believe in the necessity of associating the Initiative with thematic research for high quality assistance in order to guarantee the best follow-up of its completion and its diverse impacts on the environment and the people, as well as undertaking effective advocacy and communication to get the support of local populations and the international community;

IT IS HEREBY AGREED THAT:

ARTICLE 1 : OBJECT

The object of this agreement is to define a framework for cooperation, consultation and information exchange between the parties in order to undertake the actions of the Great Green Wall Initiative.

It is in line with the Platform for Scientific, Technical and Financial Partnership and Cooperation (PSTFPC) that the Pan African Agency forms with its scientific, technical and financial partners.

ARTICLE 2 : THE OBJECTIVES

The Parties agree to work in a joint effort for the implementation and management of the Great Green Wall, in particular:

- Concerning the elaboration, implementation and mobilization of funding of the operations programmes in agro forestry, land restoration and pastoralism, as well as the implementation of follow-up and management systems;

- Concerning the implementation of a Scientific and Technical Platform (STP), the purpose of which is the development of research programmes for assistance and training that will be useful to the Initiative of the Great Green Wall
- Concerning the mobilization of human and financial resources necessary for the achievement of the objectives.

The experimental STP is a partnership structure. Its main missions are:

- Operational research for assistance
- Supporting the implementation of a scientific and technical information system including, in particular, a quarterly newsletter (Echos du Sahel), an online multidisciplinary journal focussing on the areas of study of particular interest to the Great Green Wall and a « man and environment » observatory
- The creation of a network of structures and experts mobilizing specific skills at a regional and international scale and developing training and the dissemination of knowledge to civil society.

The Platform will be open to national research and training systems of the member countries of the Great Green Wall as well as to other partners supporting the agreement both in terms of organisation and sharing of results.

2.1. Operational scientific research mission

- Organise reflection on the ecological, socio cultural and economic options and relevance of the agro-sylvo-pastoral activities as well as their conditions for success.
- Identify and ensure the follow-up and evaluation of impacts and results on the environment and local populations;
- Take part in the definition of strategic orientations, in the development and implementation of programmatic actions;
- Promote scientific research likely to contribute to the success of the Initiative and the emergence of a consistent regional strategy.

2.2. Training and dissemination of knowledge mission

- Develop activities for training, technical improvement and the handover to civil society of the research advances used in implementing the Initiative.
- Create and organise a scientific system of information
- Take part in the implementation and organisation of a scientific and technical information system (online scientific journal, newsletter, creation of a network of scientists dedicated to the fulfilment of the GGW project, etc) based around the Initiative on a national and international scale.
- Organise a call for scientific projects with a regional and international dimension in order to reveal scientific knowledge to other countries involved in the rehabilitation of damaged soil projects and particularly the countries involved in the implementation of the Initiative.

2.3. Modalities of action

The modalities for completing partnership actions planned by this Agreement will be detailed in specific conventions,

A handwritten signature consisting of a stylized, sweeping line above the number '14'.

2.4. Welcoming new partners within the Agreement

The Agreement is open to other scientific, technical and financial partners after mutual agreement by the Parties.

ARTICLE 3 : MANAGEMENT AND SUPERVISION OF THE PARTNERSHIP

The Parties agree to create two organs to ensure the coordination and organisation of the partnership and more specifically of the Scientific and Technical Experimental Platform:

- A steering committee
- A scientific committee

3.1 The Steering Committee

The steering committee is composed of:

- Two high ranking coordinators representing respectively the Executive Secretary of the Pan African Agency and the Executive Director delegate for IRD
- The appointments of a Director and a Deputy Director by mutual consent of both Parties, upon proposal from the coordinators mentioned above. The Director is in charge of the implementation of the experimental Platform's activities. The Deputy Director is appointed among the members of the Party not in charge of the executive direction.

The Parties shall notify the names of their representatives and shall proceed to the nomination of the Director and the Deputy Director within three months after the signature of this Agreement. This notification will be addressed by mail.

The steering committee's mission is to make sure this Agreement is implemented, to contribute to the coordination of the regional and international actors involved in the Initiative and to coordinate the experimental Platform. As such, it is notably in charge of:

- Suggesting, to the Executive Director of the Pan African Agency and to the General Director delegate for AIRD, a list of members of the scientific committee, as planned paragraph 3.2 of this article, and designating substitute members of the aforementioned committee in case of holidays.
- Adopting the annual activity plan of the experimental Platform presented by the Director after having referred to the scientific committee.
- Adopting the annual scientific and financial activity plan of the experimental platform.
- Fixing any disagreement between the Parties concerning the implementation of the Agreement and, should the case arise, of the specific conventions.

The steering committee may ask for the presence of other participants for their relevant piece of advice. It meets in a place agreed to by both Parties and, if necessary, by visio conference at the request of one or the other Party. The dates are chosen by mutual agreement.

The meetings of the steering committee are chaired in turn by the representatives of the Parties and the Secretariat ensured by the Director.

3.2. THE SCIENTIFIC COMMITTEE

The scientific Committee is an advisory organ guaranteeing relevance and quality. It is composed of 12 leading scientists, nominated by mutual agreement on equal terms by the Executive Secretary of the Pan African Agency and the General Director delegate for IRD, at the steering committee's instigation. The members of the scientific committee come from research and higher education institutes from the North and the South. They belong, or not, to the Parties' staff.

The members of the scientific committee have a two-year renewable term of office. In case one of the members resigns or is unable work, the steering committee will appoint someone to his replacement within two months.

The President is elected with the committee by majority rule voting.

The scientific committee's decisions are taken by a two thirds majority voting.

The scientific committee gathers, if necessary by visio-conference, when convened by its President.

The scientific committee's missions are:

- To identify the major scientific and technical axis of the actions to be undertaken within the scope of the Initiative,
- To select and identify the feasibility conditions (identification of the area, financial feasibility) of the actions planned within the scope of the Initiative, before their adoption by the steering committee within the framework of the annual action plan of the experimental Platform.

It gives an opinion on the annual action plan of the experimental Platform as well as on the annual scientific and financial report.

ARTICLE 4 – HUMAN AND FINANCIAL RESOURCES

The necessary resources for the implementation of the partnership's actions and in particular those of the experimental STP are made of resources brought in by the Parties and resources gathered thanks to external funding in the framework of specific actions.

4.1. Resources brought in directly by the parties

Each Party manages its own human, material, financial resources, necessary for the annually approved activities of the Platform. Each party remains the owner of the resources it brings in.

4.2 Pooled resources

4.2.1. Pooling of resources by the Parties

The Parties can decide to make available, on a yearly basis, pooled resources such as financial inputs or grants obtained from a third party for the experimental STP's activities or other activities carried out in the context of the PSTFPC Platform and according to the terms referred to below:

Unless specified otherwise by a convention between the Parties, these resources are managed jointly by the Director and the Deputy Director and under the control of one of the Parties, designated managing institution on behalf of the Parties, which, in the limit of the

provisional state of receipts and expenses approved by the steering committee, promises to keep accounts in such a way that it will allow traceability of expenses and receipts. It will present an annual financial management reporting to the steering committee.

4.2.2 External funds

The Parties will endeavour to obtain, from their respective members as well as from other institutions, the complementary financial resources necessary for the management of the experimental Platform's activities, and within the framework of the PSTFPC Platform.

The related financial conventions are signed and managed jointly by the Director and the Deputy Director, under control of either one of the Parties. The latter being nominated managing institution by the steering committee.

A copy of the signed conventions is forwarded to the other Party.

4.2.3 Management report

The Party nominated as the managing institution, as stipulated above, keeps the accounts in such a way that expenses and receipts of the common funds and exterior funds related to the experimental Platform may be shown. The Party gives the steering committee an annual management report.

Unless specified differently by the steering committee, the representatives of the two Parties, on behalf of the Parties, sign the related financial conventions jointly.

The Director submits the conventions to the concerned Parties for their opinion before signing them. They have to express their opinion within two weeks. Failure to reply within this deadline counts as a favourable opinion. A copy of the signed conventions is then forwarded to the concerned Parties.

ARTICLE 5 : LENGTH

The Parties conclude the Agreement for a five-year period counting from its date of signature. It may be extended or amended by means of a supplementary agreement. Despite reaching its expiry date, it remains applicable until the completion of the specific conventions agreed to before it expires.

ARTICLE 6 : APPLICABLE LAW – MANAGEMENT OF CONFLICTS

In case of conflict concerning the validity, interpretation, execution or breaking off of the Agreement, the Parties will seek for an amicable solution; the representatives of each Party in charge of the follow-up and supervision will suggest any conciliatory outcome.

If the dispute continues, the case is brought before the competent jurisdiction of the country hosting the Headquarter of the defendant.

ARTICLE 7 : TERMINATION

In case one of the Parties fails to execute any of its obligations, the latter will be seized by registered mail with acknowledgement of receipt and if no appreciable effect is noted after a three (3) months deadline, the Agreement shall be terminated as of right, unless an impediment due to force majeure can justify the Party's non-compliance.



Either Party can chose to terminate this Agreement of its own free will with a six months written notice sent by registered mail with acknowledgement of receipt or delivered by hand. Should any reason cause the termination of this Agreement, it would not affect the fulfilment of prior obligations.

ARTICLE 8/9 : NATURE OF THE AGREEMENT

The present Agreement is purely contractual. It does not constitute any kind of company. The Parties do not share any financial result, and any affectio societatis is formally ruled out.

Done in N'Djamena in two (2) equally authentic copies, on March 3, 2011

For IRD,
The Chairman



For the Panafrican Agency,
The Executive Secretary CEO

