

**COOPERATION AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE SWISS CONFEDERATION**

**AND**

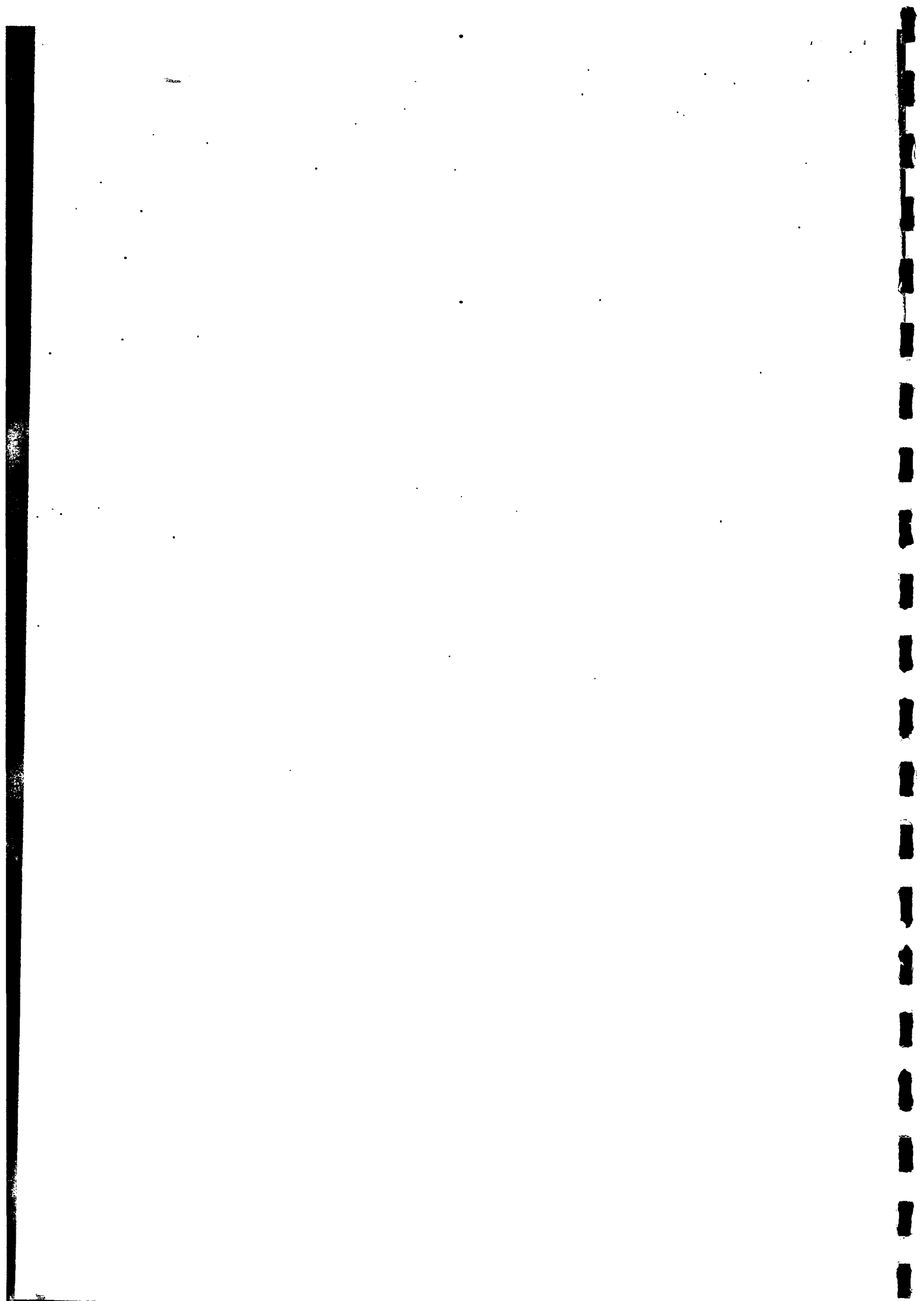
**THE AFRICAN DEVELOPMENT BANK**

**AND**

**THE AFRICAN DEVELOPMENT FUND**

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COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF THE SWISS  
CONFEDERATION AND THE AFRICAN DEVELOPMENT BANK  
AND THE AFRICAN DEVELOPMENT FUND

COOPERATION AGREEMENT dated this 13<sup>th</sup> day of December 1988,  
between the Government of the Swiss Confederation (hereinafter  
referred to as "the Government"), of the one part, and the  
African Development Bank (hereinafter referred to as "the  
Bank") and the African Development Fund (hereinafter referred  
to as "the Fund"), of the other part;

THE PARTIES TO THIS AGREEMENT,

DESIROUS of continuing their cooperative programme and  
fostering and increasing mutual cooperation among themselves  
with a view to assisting the African member states of the Bank  
in their efforts to improve the living conditions of their  
population;

CONSIDERING the intention expressed by the Government to make  
available to the Bank and the Fund a non-reimbursable  
contribution for the execution of studies, the provision of  
experts and the financing of other technical assistance  
activities, including those related to the preparation and  
implementation of development projects and programmes in the  
territories of the African Member States of the Bank  
(hereinafter called the "Regional Members");

WHEREAS the Bank and the Fund are prepared to assist in the  
administration of the Swiss Contribution on the terms and  
conditions hereinafter set forth or otherwise agreed upon  
between the parties hereto;



HAVE AGREED AS FOLLOWS:

Article 1

Amount and purpose of the contribution

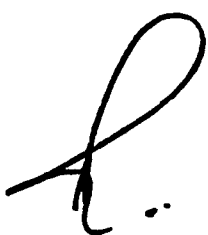
1. The Government hereby agrees to make available to the Bank and the Fund a contribution up to four million Swiss Francs (Sfr. 4,000,000), (hereinafter called "the Swiss Contribution");

The Swiss Contribution shall be used for financing the services of consultants and consulting firms hired by the Bank and the Fund, in consultation with the Government, for the carrying out of studies in, and the provision of technical assistance services to, Regional Members, including those related to the identification, preparation, execution and supervision of development projects and programmes.

3. The Swiss Contribution shall, in addition, be used to finance the services of experts recruited by the Bank as technical assistance staff under this Agreement.

The Swiss Contribution shall be committed within the period during which the resources are made available or during such extended period as the parties may mutually agree.



5. The parties hereto shall, before the resources of the Swiss Contribution shall have been fully committed, consult with each other with a view to agreeing on additional subsequent contributions.



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## Article II

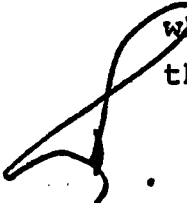
Selection of Studies and Technical Assistance Activities

1. The Bank and the Fund shall submit to the Government for its approval in principle, an indicative list of studies and technical assistance activities which may be financed under this Agreement. This list may at the request of the Bank or the Fund, be amended from time to time by the mutual agreement of the parties. In drawing-up and amending such list, adequate preference shall be given to activities benefiting the poorer population of Regional Members.
  2. The Bank or the Fund shall before any invitation for a study or a technical assistance activity is made, submit to the Government for final approval, a proposal containing, in particular:
    - (i) justification for the study or technical assistance activity;
    - (ii) terms of reference;
    - (iii) estimated cost;
    - (iv) financing plan
    - (v) implementation schedule;
    - (vi) a short-list of consulting firms and consultants to whom the invitation and bidding and contract documents may be sent;
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- (vii) other pertinent information as the Government may reasonably request.

### Article III

#### Selection Process and Award of Contracts

1. Upon obtaining the approval of the Government under paragraph 2 of Article II above, the Bank, or, as the case may be, the Fund shall in accordance with its established procedures have the primary responsibility for the administration of the studies and other activities financed out of the Swiss contribution, including in particular the procurement of goods and services and the negotiation and signing of contracts. The Bank or, as the case may be, the Fund shall upon any award of contract submit to the Government for information a copy of the evaluation report of the selection committee and of the signed contract.
  2. In the procurement of goods and services to be financed out of the Swiss Contribution, preference shall be given to Swiss consulting firms and consultants when the conditions offered by them are judged equal to the best alternative offer.
  3. The Bank and the Fund shall take appropriate steps with the competent authorities of the beneficiary Regional Members to ensure that consultants engaged under this Agreement are accorded the immunities and privileges to which they are entitled under the Agreement establishing the Bank and the Agreement establishing the Fund.
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## Article IV

Selection and Recruitment of Technical Assistance Staff

1. The Bank shall, in accordance with its established procedure, carry out directly the selection and recruitment of experts intended to form part of its professional staff.
2. The Government may, upon request, assist the Bank in the identification and selection of suitable experts but shall not otherwise have any contractual obligations toward the experts.
3. The Bank, as sole employer of the experts, shall pay them the allowances, benefits and compensation to which they are entitled, in accordance with the budget agreed upon from time to time between the Bank and the Government.
4. The Bank may carry out periodic adjustments to the remuneration package of experts described in the Annex thereto. Any such adjustments shall be communicated to the Government for information.

A copy of the contract signed with the expert shall, upon assumption of duty by the expert, be forwarded to the Government.

6. The Bank may, after prior consultation with the Government, replace any expert found to be incapable of discharging his duties efficiently. In such event the composition of the team of experts may be modified by agreement between the Bank and the Government.

7. The Bank shall make its best endeavours to ensure that the Government of the Republic of Côte d'Ivoire will accord to the experts all privileges, immunities and exemptions to which they are entitled under the Headquarters Agreement between the Bank and the Government of the Republic of Côte d'Ivoire.
8. The Annex to the present Agreement shall form an integral part thereof and may be amended from time to time by a simple exchange of letters.

#### Article V

##### Disbursement of the Swiss Contribution

The Swiss Contribution shall be disbursed in successive instalments from an account in Swiss Franc to be opened at Swiss National Bank in Zurich in the joint name of the Bank and the Fund. Requests for payment out of the said account shall be addressed directly by the Bank or, as the case may be, the Fund to Swiss National Bank which shall effect the transfer of the requisite funds. The Bank and the Fund shall forward to Swiss National Bank three copies of the list of persons authorized to make payment orders and specimen of their signatures.

#### Article VI

##### Reports, Records and Accounts

1. The Bank shall, in accordance with its usual procedures, keep and maintain separate records of account of the resources of the Swiss Contribution and operations financed under this Agreement.

2. The Bank shall furnish the Government with the following documents, reports and financial statements:
  - (a) a semi-annual report on the activities and operations financed out of the Swiss Contribution and the status of progress of each such activity or operation;
  - (b) an annual audited financial statement of funds received and disbursed from the Swiss Contribution;
  - (c) semi-annual activity reports prepared by the experts;
  - (d) a copy of the final version of each study completed.

#### Article VII

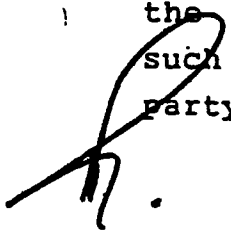
##### Consultation and Exchange of Information

1. The parties hereto shall cooperate to ensure that the purpose of this Agreement is fully accomplished. To this end, they shall at the request of either party exchange views on the implementation of this Agreement and the performance of their respective obligations hereunder.
2. Representatives of the Government and the Bank shall meet annually to review the status of studies and technical assistance activities financed hereunder and to discuss procedural arrangements and other matters arising out of this Agreement.

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## Article VIII

Channel of Communication and Notices

1. For purposes of this Agreement, the representatives of the parties shall be:
    - (a) for the Government: Swiss Development Cooperation Directorate, Ministry of Foreign Affairs.
    - (b) for the Bank and the Fund: The Director of the Cooperation Department.
  2. Either party may, by notice in writing to the other party designate additional representatives or substitute other representatives for those designated in this Article.
  3. Any notice, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given or made when it has been delivered by hand, mailed, cabled or telexed as the case may be, by either party to the other at the appropriate address specified below or such other address as either party may notify to the other party.
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## FOR THE GOVERNMENT

## Mail Address:

Swiss Embassy  
 01 BP 1914  
 ABIDJAN 01  
 Côte d'Ivoire.  
 Cable Address: AFFETRA BERN  
 Telex: 911340 EDACH  
 Telefax DDA: 0041 3161 35 05  
 DDA, DFAE,  
 Section Coopération Financière  
 3003 Berne  
 Réf. t. 851-68(3)

## FOR THE BANK AND FUND

## Mail Address:

African Development Bank  
 African Development Fund  
 01 BP 1387  
 ABIDJAN 01  
 Côte d'Ivoire

Cable Address: AFDEV ABIDJAN  
 Telex : 23717/23498  
 Telefax : (225) 22 70 04

## Article IX

Final Provisions

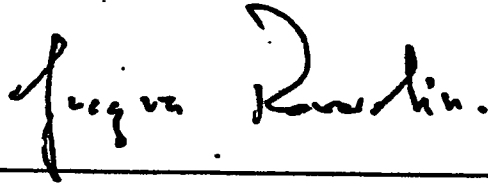
1. This Agreement shall enter into force upon its signature by the authorized representatives of the parties hereto. Unless terminated as provided for under paragraph (5) of this Article, the present Agreement shall remain in effect for a period of two years and shall be tacitly extended for successive one-year terms.

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2. The parties to this Agreement may, by agreement in writing, amend any of the provisions of this Agreement or enter into supplementary arrangements designed to extend the scope of the present Agreement.
3. Any dispute over the interpretation or application of any provision herein contained shall be settled through negotiations or by such other means as the parties shall mutually agree.
4. Any matter for which no provision is made herein shall be determined in a manner mutually acceptable to the parties and, in this regard, each party shall give sympathetic consideration to any proposal advanced by the other party.
5. Either party may terminate this Agreement by giving not less than six months advance notice, in writing, to the other party; provided that such termination shall become effective only on the date specified in the termination notice, and provided further that termination as afore-said shall not, unless the parties otherwise agree, affect any non-cancellable commitment entered into under this Agreement with a third party prior to the date of the termination notice. In the event of termination by either party, both parties shall cooperate to ensure that all arrangements made hereunder are settled in an orderly manner.

IN WITNESS WHEREOF the parties hereto, each acting through its representative duly authorized thereunto, have signed this Agreement in two original counterparts in the English language.


FOR THE GOVERNMENT OF THE SWISS CONFEDERATION



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JACQUES REVERDIN  
AMBASSADOR OF SWITZERLAND  
TO COTE D'IVOIRE

FOR THE AFRICAN DEVELOPMENT BANK  
AND THE AFRICAN DEVELOPMENT FUND



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BABACAR NDIAYE  
PRESIDENT


## ANNEX

SERVICE OF EXPERTS - COMMITMENTS OF THE PARTIES1. Commitment of the Bank

The Bank shall pay the following allowances to the experts:

- (i) monthly housing allowance in accordance with the rates applicable in the Bank;
- (ii) installation allowance at the rate applicable in the Bank;
- (iii) cost of experts attending interviews in Abidjan;
- (iv) cost of temporary accommodation in Abidjan on the arrival and departure of the experts;
- (v) travel cost and subsistence allowance while on official missions of the Bank;
- (vi) other allowances which the Bank may extend to technical assistance staff from time to time.

2. Commitment of the Government

 The Government shall cover all other costs relating to the services of each expert up to the maximum amounts provided for in the budget agreed upon between the two parties from time to time.

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