

## **MANDATE OF THE SAHEL AND WEST AFRICA CLUB (SWAC)**

### **Background**

In 2009, the members of the Sahel and West Africa Club (hereafter “the Club”) decided to revise the structure of the Club, and consequently signed the mandate of the Club in 2010, expiring on 31 December 2012.

This mandate has been renewed for a period of six years, expiring on 31 December 2018.

In June 2017, the mandate was reviewed by the Members of the Club, and articles 2, 3.1 and 3.3 were modified.

The members are willing to renew the mandate under the following terms, for a period of six years, starting 1 January 2019 and expiring 31 December 2024, after which it will be renewed automatically.

### **Article 1. Mission**

The Club is a multilateral group of countries, West African regional organisations and other international organisations (hereafter "the Members") who share the determination to work together for the development and the integration of the West African region. To this end, the Club is an instrument of monitoring, prospective analyses and dialogue that ensures a permanent surveillance and an independent structural analysis of the socio-economic and political evolutions of the region, as well as the relationship between these evolutions and global issues.

The Club contributes to the effectiveness of action taken by its Members and other stakeholders by providing information and prospective analyses to help better anticipate the potential for development and conflicts in West Africa.

### **Article 2. Composition**

The following countries and organisations that wish to contribute to the Club’s mission are eligible for membership:

- West African regional organisations;
- member countries of the Permanent Interstate Committee for drought control in the Sahel (CILSS), the West African Economic and Monetary Union (UEMOA) and the Economic Community of West African States (ECOWAS);
- development partner countries of the Sahel and West Africa;
- the European Union;
- and other international organisations.

The Club is composed of Members who contribute financially to its running in accordance with the provisions of Article 5 of the present mandate.

All the Members participate in the governance of the Club on an equal basis.

Following a proposal from the President of the Strategy and Policy Group defined in Article 3.1 of the present mandate, the Club may invite Observers to its meetings and, if necessary, to meetings of bodies assisting it. These may include member countries of the OECD, member countries of ECOWAS, UEMOA and CILSS, regional and international organisations, development agencies, socio-professional and civil society associations (hereafter “the Observers”). Observers are not permitted access to restricted SPG meetings or to meetings of bodies assisting it.

### **Article 3. Structure**

The Club comprises the Strategy and Policy Group (hereafter “the SPG”), working groups and a secretariat (hereafter “the Secretariat”).

#### **3.1. The Strategy and Policy Group**

The SPG is the decision-making body of the Club. It may be assisted by any other body it deems necessary.

The SPG is composed of representatives of the Members. It defines the strategic orientations and fields of intervention of the Club on the basis of the West African regional agenda and the Members’ priorities, taking into consideration the added value provided by the Club and in accordance with the mission defined in Article 1 of the present mandate. The SPG approves the programme of work and budget for each biennium, as well as technical and annual financial reports.

All decisions, including those related to the participation of new Members, are taken by consensus.

The SPG appoints the President of the Club for a term of four years renewable once only. During the month of January of the last year of the President’s mandate, the SPG shall launch a call for applications and invite Members to identify potential candidates.

The President ensures the smooth running of the Club in accordance with the present mandate. He represents the Club on the West African and international scene. He is expressly authorised by the Members to sign the Memorandum of Understanding between the OECD and the Club to establish the Secretariat of the Sahel and West Africa Club in the OECD (hereafter “the MOU”) as well as its renewals (hereafter the “Renewals”).

The President may, for the duration of his/her mandate, and on the advice of the SPG, appoint a Special Representative to assist him/her in representation and dialogue duties.

#### **3.2. The working groups**

The Club draws on existing research and/or creates processes of research to elaborate further on subjects requested by its Members. To this end, the Club calls on working groups based on themes defined in the framework of the programme of work and which bring together representatives of Members, socio-professional and civil society associations, relevant OECD directorates and experts chosen on an *ad hoc* basis. These working groups use and capitalise on the thinking and experience of Members and other participants.

### **3.3. The Secretariat**

The Secretariat is in charge of implementing the orientations and decisions of the SPG. In particular, it carries out the work programme defined by the SPG. In this regard, its missions include:

- carrying out media-monitoring in both the region and the international environment;
- implementing a communication strategy for the region and Members;
- co-ordinating the working groups on the main lines of the work programme;
- Co-ordinating long-term prospective reflection processes;
- facilitating the involvement of West African regional organisations in OECD work that is relevant to strategic areas for West Africa;
- producing an annual report on the region and the actions of Members,
- organising and leading a dialogue based on specific themes;
- organising the Club's annual Forum;
- fostering synergies between the Club and the OECD.

The Secretariat is made up of professionals from OECD and non-OECD countries (member countries of ECOWAS, UEMOA and CILSS), including officials loaned or seconded to it. It has correspondents (focal points) that are duly designated in the regional organisations of West Africa which are Members. It relies on research centres dedicated to the study of West Africa.

A Director, appointed under the conditions provided for in the MOU, co-ordinates the work of the Secretariat. He shall report to the President of the Club. Both the Director and the President report to the SPG.

The Secretariat is hosted by the OECD.

### **Article 4. Relationship with the OECD**

Relationship between the Club and the OECD are governed by the MOU and its Renewals, which include provisions relating to personnel and budget.

### **Article 5. Financing**

#### **5.1. Budget**

The expenditures of the Club are under Part II of the OECD budget.

The SPG shall approve the budget for the first financial period and the provisional budget for the second financial period of the biennium before the first day of the first financial period.

The provisional budget for the second financial period of the biennium shall be adopted as the second financial period's budget with effect from 1 January of that period, unless, prior to that time, the SPG decides otherwise.

#### **5.2. Base contributions**

The budget of the Club is financed by base contributions from Members which include a minimum amount determined by mutual agreement and fixed at 200 000 Euros per year.

At the time of approval of the budget for the first financial period and the provisional budget for the second financial period of the biennium, the SPG shall approve the corresponding financing and distribution of

base contributions table, which shall set out the base contributions of each Member, without prejudice to the last paragraph of Article 5.1 above.

Each Member undertakes to pay the base contribution approved during the adoption of the budget.

### **5.3. Supplementary contributions**

Supplementary contributions in Euros, from Members or non-Members, may contribute to the financing of the programme of work of the Club as approved by the SPG.

### **5.4. Automatic carry-forward of appropriations**

Appropriations that have not given rise to a commitment by the end of the financial period for which they were appropriated, and any remaining net amounts, shall be automatically carried forward to the budget of the ensuing period by decision of the Secretary-General.

### **5.5. Financial responsibility**

The financial liability of each Member of the Club is proportionate to the amount of that Member's contribution to the financing of the Club.

## **Article 6. Settlement of disputes**

Any dispute, controversy or claim arising out of or relating to the interpretation, application or execution of the present mandate shall be resolved amicably by the Members. If an amicable agreement cannot be reached, such dispute, controversy or claim shall be settled by arbitration in accordance with the PCA (Permanent Court of Arbitration) Arbitration Rules for 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be French. The place of arbitration shall be Paris (France). The Parties expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this Article.

## **Article 7. Modification**

The mandate may be modified at any time by written mutual agreement of the Members.

## **Article 8. Duration**

The present mandate is valid for a period which will expire on 31 December 2024, after which it will be automatically renewed for periods of six years.