

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ORGANISATION OF
ECONOMIC CO-OPERATION AND DEVELOPMENT AND THE SAHEL AND WEST
AFRICA CLUB**

On the establishment at the OECD of the Secretariat of the Sahel and West Africa Club

The Organisation of Economic Co-operation and Development (hereafter "the OECD") and the Sahel and West Africa Club (hereafter "the Club");

Recognising the long-standing close relationship between the OECD and the Club (hereafter "the Parties") which was, notably, the object of a Memorandum of Understanding dated 10 January 2003;

Desiring to continue fostering synergies between the Club and the OECD;

Noting the mandate of the Club approved by the members of the Club (hereafter "the Members") in April 2018;

Noting that the Club is an independent structure in terms of its financing and the content of its work programme;

Noting the desire of the Parties to administratively, legally and financially link the Secretariat of the Club (hereafter "the Secretariat") to the OECD;

Considering that the objectives of development of the Club and the OECD would be furthered by the possibilities of mutually beneficial networking between the Secretariat and the OECD, particularly the Global Relations Secretariat, Development Co-operation Directorate and the Development Centre;

Having regard to the Memorandum of Understanding signed between the Parties on 8 March 2011, and its renewal signed on 30 April 2013;

Noting the decision of the OECD Council of [4 October 2018], [[C\(2018\)127](#)] and [[C/M\(2018\)19](#)], forthcoming] to continue hosting the Secretariat;

Have agreed on the present Memorandum of Understanding (hereafter "the Memorandum of Understanding") as follows:

General principles

Article 1. The Secretariat shall function under the substantive guidance of the Strategy and Policy Group (hereafter "the SPG") of the Club which also determines the work programme of the Secretariat.

Article 2. The Secretariat shall be administratively integrated into the OECD and shall report for that purpose to the Secretary-General of the OECD or to a designated Deputy Secretary-General. The OECD shall facilitate participation in OECD meetings by the Club and its members as appropriate, in accordance with the rules and practices of the OECD.



Article 3. Except as otherwise provided in the present Memorandum of Understanding or approved by the OECD Council, the Secretariat shall carry out its functions in accordance with the rules and practices of the OECD, in particular those with regard to staff and financial administration. The Secretariat's documents shall be classified in accordance with the rules and practices of the OECD. Access to documents of the OECD and the Secretariat shall be allowed in accordance with the rules and practices of the OECD.

Article 4. Except as otherwise agreed by the Parties, all costs related to the functioning and to the staff of the Secretariat, including those linked to the termination of appointments, shall be borne by the Members. It is understood that a reserve fund dedicated to end-of-contracts costs related to Secretariat staff is established.

Recruitment and staffing of the Secretariat

Article 5. The Secretariat shall be led by a Director appointed, for a term of three years renewable, by the Secretary-General of the OECD, on the advice of the Members, represented by the President of the Club.

Article 6. The Secretary-General of the OECD shall appoint the other staff members of the Secretariat in accordance with the rules and practices of the OECD.

Article 7. The staff of the Secretariat, including staff loaned or seconded to it, shall be selected in accordance with the OECD's recruitment procedures. As a departure from the provisions of the Staff regulations, rules and instructions applicable to officials of the Organisation, the Secretary-General of the OECD shall be authorised to appoint to the Secretariat nationals from non-OECD countries which are members of the Club or are members of international organisations which participate in the Club.

Financing and budgetary procedures

Article 8. The expenditures of the Club are deducted from budgetary allocations authorised under fund 32 of Part II of the budget of the OECD. The OECD opens a budget heading in its accounts dedicated to these contributions. The Club's budget, approved by the SPG in accordance with Article 5.1 of the mandate of the Club, is submitted to the OECD Council for formal approval.

Article 9. 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.

Article 10. The Members undertake to pay the base contribution approved during the adoption of the budget for the first financial period and the provisional budget for the second financial period of the biennium. All unbudgeted or unforeseen expenditures of the Club shall be paid exclusively by the Members.

Article 11. The Members shall disburse their base contributions in advance yearly instalments. These contributions shall be in Euros.

Article 12. Supplementary contributions in Euros, from Members or non-Members of the Club, may contribute to the financing of the programme of work of the Club as approved by the SPG.

Article 13. The OECD administers the contributions in accordance with its Financial Regulations and with all other applicable rules, policies and procedures.

Article 14. A financial report showing income and expenditures shall be presented by the Secretariat to the members of the Club and to the OECD Council twice a year. The transactions of the Secretariat shall be subject to audit, in accordance with the OECD's normal auditing procedures.

Article 15. Notwithstanding the provisions of the financial rules of the OECD, 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.

Settlement of disputes

Article 16. Any dispute, controversy or claim arising out of or relating to the interpretation, application or execution of the present Memorandum of Understanding shall be resolved amicably by the OECD and the Club. If an amicable agreement cannot be reached, such dispute, controversy or claim shall be settled by a final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States, in effect on the date of the present Memorandum of Understanding. The sole arbitrator shall be chosen by mutual agreement between the OECD and the Club. Failing such an agreement within a period of three months following the request for arbitration, the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The place of arbitration shall be Paris, France, and the language to be used in the arbitral proceedings shall be French.

Duration, modification and termination

Article 17. The present Memorandum of Understanding shall take effect on the date of its signature for a period expiring on 31 December 2020. The Memorandum of Understanding shall be automatically renewed for periods of two years, subject to the continuation of the mandate of the Club, the approval of the Club's programme of work and budget in accordance with the provisions of the Memorandum of Understanding, and unless one of the Parties objects thereto.

Article 18. The Memorandum of Understanding may be terminated by written notice of the OECD or the Club. Termination shall take effect twelve months from receipt of the written notice to the OECD or the Club. In case of termination on the initiative of the OECD, the notification shall be sent to the President of the Club.

Article 19. The Memorandum of Understanding may be modified at any time by written mutual agreement.

Article 20. If modification or termination of this Memorandum of Understanding entails that the Secretariat is no longer integrated administratively within the OECD, the costs of separation of the staff of the Secretariat as well as all other direct costs linked to the orderly winding-up of the Memorandum of Understanding shall be borne by the members of the Club. If necessary, the Members shall undertake to provide any additional financing for that purpose. Conversely, if appropriate, any resources remaining at the conclusion of the winding-up process shall be refunded to the Club.

Done in... PARIS
Date... 31/10/2018

For the OECD

The Secretary General



For the Club

The President of the Club

