

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

### **Article 1. Mission**

The Sahel and West Africa Club (hereafter "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 5.1 of the present mandate.

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

The Club may invite socio-professional and civil society associations as observers or *ad hoc* experts to meetings of the Strategy and Policy Group defined in Article 3.1 of the present mandate and, if necessary, 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 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 the 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 renewable term of two years.

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"), the text of which is reproduced in Annex I to the present mandate.

### **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;
- coordinating the working groups on the main lines of the work programme;
- coordinating 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 annual Forum;
- fostering synergies between the Club and the OECD.

The Secretariat is made up of professionals from OECD and non-OECD countries, including officials loaned or seconded to it. It has correspondents (focal points) in the regional organisations of West Africa which are Members. It relies on a permanent partnership with the West Africa Institute, mandated by the ECOWAS and UEMOA heads of state and government for developing West African research relating to regional cooperation.

A Director, appointed under the conditions provided for in the MOU, coordinates 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, which includes provisions relating to personnel and the budget.

## **Article 5. Financing**

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

### **5.1. Statutory contributions**

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

Members undertake a financial commitment in Euros for each biennium<sup>1</sup> according to a table setting out the financing and Member contributions, as approved by the Members.

The first biennium runs from 1 January 2011 to 31 December 2012. The table setting out the financing and Member contributions, as approved by the Members for this period, is included in Annex II to the present mandate.

### **5.2. 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.

### **5.3. 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.

### **5.4. 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 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 mandate. The sole arbitrator shall be chosen by mutual agreement of the Members. 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.

## **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 2012, renewable by mutual agreement between the Members for periods of two years.

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<sup>1</sup> Except for Germany which financial commitment is limited to 2011.