

IMPLEMENTING ENTITY AGREEMENT

between

**L'UNITE DE COORDINATION POUR LA FORMULATION DU DEUXIEME
PROGRAMME ET DU SUIVI DES REFORMES DE MCA-BENIN**

and

**L'INSTITUT NATIONALE DE LA STATISTIQUE ET DE L'ANALYSE
ECONOMIQUE**

Dated as of February [4], 2015

Handwritten initials

IMPLEMENTING ENTITY AGREEMENT

This IMPLEMENTING ENTITY AGREEMENT (this "**Agreement**") is made as of February [4], 2015, by and between the *Unité de Coordination pour la Formulation du Deuxième Programme et du Suivi des Réformes de MCA-Bénin*, an entity established by decree under the laws of Benin ("**UCF**") on behalf of the Government of the Republic of Benin (the "**Government**") and the *Institut Nationale de la Statistique et de l'Analyse Economique* (the "**Implementing Entity**") in partial implementation of that certain grant and implementation agreement (the "**Grant and Implementation Agreement**") between the United States of America, acting through the Millennium Challenge Corporation ("**MCC**") and the Government, acting through the Ministry of Economy and Finance, signed on September 24, 2013. Each of UCF and the Implementing Entity is referred to in this Agreement individually as a "**Party**" and together as the "**Parties**."

ARTICLE 1 AUTHORIZATION AND APPOINTMENT; PURPOSE

Section 1.1 Authorization and Appointment. Pursuant to Sections 1.1 and 2.2(b)(ii) of the Grant and Implementation Agreement, MCC granted the amount of five million U.S. Dollars (US\$5,000,000) to the Government in order to undertake the Activities, and named UCF as the Government's temporary Permitted Designee with responsibility to manage the implementation of such Activities. UCF accordingly authorizes and appoints the Implementing Entity to perform, in accordance with the terms and conditions of this Agreement and the Grant and Implementation Agreement, the obligations and responsibilities of the Implementing Entity as set forth in this Agreement, including all annexes to the Agreement (collectively, the "**Responsibilities**"). This appointment does not relieve UCF of any of its responsibilities under the Grant and Implementation Agreement.

Section 1.2 Acceptance. The Implementing Entity accepts the authorization and appointment and agrees to perform the Responsibilities and related obligations in accordance with the terms and conditions of this Agreement.

ARTICLE 2 PRINCIPAL DOCUMENTS

Section 2.1 Grant and Implementation Agreement. The Parties will perform their responsibilities under this Agreement in accordance with the following documents, as they may be amended from time to time (the "**Principal Documents**"): (a) the Grant and Implementation Agreement; (b) upon its adoption, the Interim Fiscal Accountability Plan, (c) the 609(g) Detailed Financial Plan; and (d) any other agreement entered into by UCF and applicable to the Grant and Implementation Agreement.

ARTICLE 3
IMPLEMENTING ENTITY'S RESPONSIBILITIES

Section 3.1 Reporting. In the performance of the Responsibilities, the Implementing Entity will report directly to the Responsible of Monitoring and Evaluation or another authorized UCF representative designated in writing by UCF. In addition, the Implementing Entity and UCF will ensure that all deliverables specified in Annex I will be provided to MCC through MCC's representative Guyslain Ngeleza, MCC Economist. The Parties further agree to coordinate fully with MCC in the implementation of this Agreement, including providing Mr. Ngeleza with status reports regarding implementation and including Mr. Ngeleza in relevant meetings and discussions, upon MCC's request.

Section 3.2 Procurement. Except as further specified in this Section 3.2, the Implementing Entity will not conduct any procurements for goods, works, or services in connection with this Agreement. Notwithstanding the foregoing, the Implementing Entity may procure, subject the provisions set forth in Annexes II and III of this Agreement: (i) limited Office Supplies (as defined in Annex III); and (ii) the services of certain individuals to function as Individual Enumerators (as defined in Annex III) for the duration of this Agreement.

Section 3.3 Cooperation in Fiscal Accountability Matters. The Implementing Entity will cooperate fully with UCF and will ensure prompt processing of all invoices received in connection with any goods, services or works in connection with this Agreement or the reimbursement or other treatment of any Taxes. The Implementing Entity agrees to follow the procedures set forth in Annex II with regard to payment of invoices.

Section 3.4 Tax Matters. No Grant funding will be used in the payment or reimbursement of any Taxes. The Implementing Entity will cooperate fully with UCF to ensure full and proper implementation of the Tax exemption as required by the Grant and Implementation Agreement. The Fiscal Agent will promptly notify MCC in the event of any erroneous reimbursement by MCC for Taxes paid by UCF.

Section 3.5 Certifications and Other Information Requests; Approvals; Actions. The Implementing Entity will provide such certifications, approvals, documents, data or other information and will take such other actions (a) necessary for any Disbursement, in accordance with the applicable requirements contained in the Grant and Implementation Agreement and this Agreement, (b) required in furtherance of or related to any Principal Document, (c) as otherwise designated to the Implementing Entity in this Agreement or (d) as may reasonably be requested by UCF from time to time. Any such certifications, approvals, documents, data, other information or other actions will not be unreasonably withheld or delayed by the Implementing Entity.

ARTICLE 4
UCF'S RESPONSIBILITIES



Section 4.1 Prompt Payments. UCF will coordinate with the Implementing Entity to ensure that all approved costs in Annex II of this Agreement will be paid properly and promptly, consistent with the procedures described in Annex II.

ARTICLE 5 RESOURCES FURNISHED TO THE IMPLEMENTING ENTITY

Section 5.1 Resources Furnished to the Implementing Entity. Up to 80 personal digital assistants will be provided to the Implementing Entity to use in carrying out the Responsibilities under this Agreement. Upon completion of the tasks further described in Annex I, or upon UCF's request, the Implementing Entity will return all such personal digital assistants to UCF.

Section 5.2 Fees. The Implementing Entity will not be entitled to, and will not receive, any payment of fees for performing the Responsibilities.

Section 5.3 Expenses. The Implementing Entity may be reimbursed for certain costs and expenses or other direct charges in connection with its performance of the Responsibilities to the extent such costs, expenses or other direct charges are (a) provided for in the budget set out in Annex II and (b) reimbursed in accordance with the terms of Annex II, any relevant terms of the Principal Documents and the MCC Cost Principles for Government Affiliates Involved in MCC Compact Implementation (available on the MCC Website).

ARTICLE 6 IMPLEMENTING ENTITY COVENANTS AND REPRESENTATIONS

Section 6.1 Implementing Entity Staff and Subcontracts.

(a) The Implementing Entity will use only qualified, experienced, and reliable staff for the performance of the Responsibilities. The Implementing Entity will be responsible for and will take all necessary action with respect to any misconduct or failure of any staff utilized by the Implementing Entity. Further, the Implementing Entity will take all reasonable action requested by UCF to address any misconduct or failure of any Implementing Entity staff.

(b) Any appointment, replacement, modification or addition of any Implementing Entity staff dedicated full-time to implementation of this Agreement or financed with the Grant (whether or not dedicated full-time to execution of the Responsibilities) will be subject to the prior written approval of UCF. Such approval will not be unreasonably withheld. However, any potential interruption, delay or material alteration of the Responsibilities will be a sufficient reason for UCF to deny such approval.

(c) Except as specified in Section 3.2 and Annex III, the Implementing Entity may not enter into any agreement, sub-contract or other arrangement or grant any sub-award involving the Grant with any other person or entity whatsoever without the prior written consent of UCF and MCC. The Implementing Entity will remain ultimately responsible for the



performance of all of its obligations under or in relation to this Agreement regardless of any arrangement made in accordance with this Section 6.1(c).

Section 6.2 No Conflict. The Implementing Entity will not enter into any agreement in conflict with this Agreement or the Principal Documents during the term of this Agreement.

Section 6.3 Representations. The Implementing Entity warrants that, as of the date of this Agreement, neither the Implementing Entity nor any of its officers, directors or employees involved in the provision of services contemplated by this Agreement has ever been convicted of any narcotics offenses and is not engaging or participating, has never engaged or participated, and will not engage or participate during the term of this Agreement, in drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or UCF, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Grant or the Activities or to otherwise carry out its responsibilities or obligations under or in furtherance of the Principal Documents or that materially adversely affects any assets or properties relating to the Activities.

ARTICLE 7 TERMINATION

Section 7.1 Termination. This Agreement may not be terminated for any reason without the prior written consent of MCC. Together with such prior written approval of MCC, this Agreement will terminate upon the first to occur of the following:

- (a) either Party terminates this Agreement at any time upon not less than thirty (30) days' written notice to the other Party;
- (b) in the event of a material breach by the Implementing Entity of a representation, covenant, obligation or responsibility under this Agreement, UCF elects to terminate this Agreement by written notice; or
- (c) the Grant and Implementation Agreement expires, terminates or is suspended in accordance with its terms or otherwise.

Section 7.2 Effect of Termination.

(a) Upon the termination of this Agreement, the Implementing Entity will ensure the orderly and timely transfer of all (i) assets, goods or property (of any kind) purchased or financed in whole or in part (directly or indirectly) using the Grant and (ii) records, documents and information developed by or provided to the Implementing Entity as part of its performing the Responsibilities, together with all electronic copies thereof, to UCF or such other agent or representative designated by UCF. The Implementing Entity also will take, or cause to be taken, any other actions reasonably requested by UCF to ensure the proper transition of any services provided by the Implementing Entity pursuant to this Agreement, if applicable.



(b) Unless otherwise agreed by the Parties, no costs, expenses or other direct charges of any kind that may otherwise be reimbursable pursuant to Section 5.3 may be charged from the effective date of the termination of this Agreement, and the Implementing Entity or any sub-contractor or Service Provider (if properly engaged by the Implementing Entity in accordance with Section 6.1(c)) will be entitled solely to payment or reimbursement for permitted and valid costs, expenses or other charges incurred (i) prior to the effective date of the termination and (ii) in accordance with the terms of this Agreement.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1 Communications. Any document or other communication required, permitted, or submitted by a Party to another Party under this Agreement (or MCC as applicable) will be in writing and in French and sent to a Party or Parties (or MCC) at the address indicated below, or at such other address as such Party (or MCC) may designate:

To UCF:

UCF/MCA-Benin
Attention: Samuel O. BATCHO, Coordonnateur UCF/MCA-Benin
Immeuble Kougblenou Nima Zogo Cotonou
Tel 00229 21 31 80 66/00229 95 36 08 49
Fascimile: 00229 21 31 46 92
Email: sbatcho@ucf.bj

To the Implementing Entity:

Institut National de la Statistique et de l'Analyse Economique
Attention: Alexandre BIAOU, Directeur General/INSAE
Immeuble INSAE/MDAEP Cotonou
Email: alexandrebiaou@yahoo.com

To MCC:

Millennium Challenge Corporation
Attention: Guylain Ngeleza, Economist, MCC
875 Fifteenth Street, N.W.
Washington, D.C. 20005
United States of America
Telephone: 202-521-7892
Email: ngelezaga@mcc.gov

Section 8.2 Representatives. For all purposes relevant to this Agreement, the Implementing Entity will be represented by the individual holding the position of, or acting as,

