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D089-3A

DEMOCRATIC REPUBLIC OF CONGO

Oct 27th, 2015

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

COMESA: Grant No. D0890-3A
Great Lakes Trade Facilitation Project
Letter of Agreement

Dear Sirs and Mesdames:

In connection with the grant (“Grant”) from the International Development Association (“Association”) to be extended to the Common Market for Eastern and Southern Africa (COMESA) (“Recipient”) to assist in financing part of the cost of the Great Lakes Trade Facilitation Project (“Project”) which is described in Schedule 1 to the Financing Agreement to be entered into between the Association and the Recipient and part of which will be implemented by the Recipient in the territory of the Democratic Republic of Congo (“Member Country”), I am writing on behalf of the Member Country to confirm that the Member Country:


1. agrees to, and authorizes, the implementation by the Recipient of the Project in its territory;
2. shall cooperate with the Recipient to ensure the Project is carried out promptly and effectively and, for this purpose, shall issue: (i) all necessary permits and authorizations and take all necessary administrative acts; and (ii) appropriate instructions to its officials, agents and representatives and, as needed, to the officials of the Recipient;
3. shall allow the Association to visit any part of its territory for purposes related to the Project and shall make arrangements for the consultants assigned to the Project (other than nationals of the Member Country or permanent residents of the Member Country’s territory) promptly to be provided with any necessary entry and exit visas, work permits, exchange documents and travel documents required for their entry and stay in the Member Country’s territory during the implementation of the Project;
4. shall facilitate clearance through customs of any equipment, materials and supplies required for the Project and any personal effects of the consultants and/or contractors assigned to the Project (other than nationals of the Member Country or permanent residents of the Member Country’s territory);
5. shall permit the consultants and/or contractors to bring into, and withdraw from, the Member Country’s territory reasonable amounts of foreign currency for purposes related to the Project and for their personal use; and
6. shall exempt the consultants and/or contractors (or shall pay on behalf of the consultants) from any taxes, duties, fees, levies and other impositions imposed on the consultants under the laws and regulations in effect in its territory in respect of any payments whatsoever

made to the consultants in connection with: (i) the Project; (ii) any equipment, materials and supplies brought into its territory by the consultants for the purpose of carrying out the Project and which, after having been brought into such territory, will be subsequently withdrawn; (iii) any equipment, material and supplies brought into its territory by the consultants and/or contractors for the purpose of carrying out the Project and which will be consumed therein or will become the property of the Member Country; and (iv) any property brought into its territory by the consultants and/or contractors (other than nationals of the Member Country or permanent residents of the Member Country's territory) for their personal use and which will be consumed therein or subsequently withdrawn therefrom by them upon their departure.

It is our understanding that, in granting the Grant, the Association may rely on the statement set forth in this letter.

Very truly yours,

DEMOCRATIC REPUBLIC OF CONGO

By: 
Authorized Representative