

WEST AFRICAN POWER POOL (WAPP)

Articles of Agreement
Of The West African Power Pool
Organization and Functions

Accra, October 2005

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PREAMBLE

THE MEMBERS OF WAPP

MINDFUL of Articles 7, 8 and 9 of the ECOWAS Treaty establishing the Authority of Heads of State and Government and defining its composition and functions;

CONSIDERING the provisions of the Treaty of the Economic Community of West African States (ECOWAS) relating to the promotion, cooperation, integration and development of the energy projects and sectors of Member States of the Community, with particular reference to Articles 3, 26, 28, 31 and 55;

NOTING the decision A/DEC.3/5/82 of the Authority of the Heads of States and Governments of ECOWAS relating to the ECOWAS Energy Policy;

NOTING the decision A/DEC.5/12/99 of the Authority of the Heads of States and Governments of ECOWAS relating to the establishment of the West African Power Pool;

MINDFUL of the fact that the responsibility for the economic development of the West African region rests with the Member States themselves;

WANTING to secure regionally efficient and reliable supplies of electricity and other forms of energy;

CONVINCED that adherence to the terms and principles of the ECOWAS Energy Protocol by Member States of the Community will demonstrate to international investors and capital markets that the ECOWAS Region is a very attractive region for investing in energy projects and infrastructure;

WISHING to implement the basic concept of the ECOWAS Energy Protocol, which is to catalyse economic growth in the ECOWAS region by means of measures to liberalize energy investment and trade in energy;

NOTING that the Member States of ECOWAS attach the highest importance to implementing the most favoured nation treatment and that such commitments will make it possible to realize investments in accordance with the ECOWAS Energy Protocol;

HAVING REGARD to the objective of progressive liberalization of international trade and to the principle of avoidance of discrimination in international trade as enunciated in the Agreement Establishing the World Trade Organization and as otherwise provided for in the ECOWAS Energy Protocol;

DETERMINED to progressively remove technical, administrative and other barriers to trade in electricity, gas and other Energy Materials and Energy-Related Equipment, technologies and services;

RECOGNIZING the necessity for the most efficient exploration, production, conversion, storage, transport, distribution and use of energy;

UNDERSTANDING that sustaining the environment is an essential component of all phases of development and trade in the energy sector;

RECOGNIZING the vital role of the private sector in promoting and implementing energy investments, and intent on ensuring a favourable institutional framework for economically viable investment in energy infrastructure;

CONVINCED of the urgency of the need to promote energy sector investment and energy trade in West Africa; and

RECOGNIZING that adoption of the highest international trade standards is the most efficient course to pursue to attract energy sector investors to the ECOWAS Region,

CONSIDERING that Article 31(j) of the ECOWAS Energy Protocol authorizes the Meeting of Energy Ministers to negotiate, consider and approve or adopt association agreements,

HAVE AGREED AS FOLLOWS:

CHAPTER I : OBJECTIVE AND DEFINITIONS

ARTICLE 1: OBJECTIVE

The objective of this Articles of Agreement is to institute a management structure for the West African Power Pool (WAPP), its organisation and functions, in order to establish a good framework of cooperation between its Members to ensure improved efficiency of power supply in ECOWAS Member States and increased access to energy for its citizens

The WAPP is an international organisation that has public interest and Members recognize that the WAPP Organisation exists and operates for the benefit of the bulk electric transmission system and to ensure the reliability of the entire region's power supply. As such, Members are required to act to further these goals by participating in projects, and complying with regulatory requirements. Failure to comply with these provisions will be considered a violation of this Articles of Agreement and the Member may be removed in accordance with the provisions for *Removal of Members* in the Membership Agreement.

ARTICLE 2: DEFINITIONS

As and when used in this Articles of Agreement, the terms and expressions defined below shall have the following meanings.

2.1 Affiliate Relationships

Affiliate Relationships are relationships between Members that have one or more of the following attributes in common:

- (a) are subsidiaries of the same company;
- (b) one Member is a subsidiary of another Member;
- (c) have, through an agency agreement, turned over the use and control of their generation facilities over to another Member;
- (d) have, through an agency agreement, turned over use and control of their transmission system over to another Member; or
- (e) Ownership by one Member of ten percent or greater of another Member.

2.2 Articles of Agreement

This Articles of Agreement for the WAPP Organization, as filed with the ECOWAS Secretariat, upon the endorsement of the Meeting of Energy Ministers.

2.3 Member

An entity that has met eligibility requirements, as presented in Section 9.1 of this Articles of Agreement.

2.4 Membership Agreement

The contract, that specifies the rights and obligations of the parties, as executed between the WAPP Organization and an entity seeking to become a Member.

2.5 Officers

The Officers consist of the Chairperson of the Executive Board, the Secretary General and the Head of the Information Coordination Center of the WAPP Organization, at a minimum. Any Officer must be independent of any Member organization.

2.6 Organizational Committee

A committee, other than the Executive Board, comprising representatives of the membership, other than the Executive Board, that is charged by the Executive Board with specific responsibilities toward accomplishing the mission of the WAPP Organization.

2.7 WAPP Organization

The association of public and private power entities that constitute the WAPP Organization

2.8 Staff

The staff that is hired by the Officers to accomplish mission of the WAPP Organization.

2.9 Transmission Owning/Operating Member

A Member that owns and/or operates transmission facilities operated at 60 kV or above.

2.10 Transmission Using Member

A Member that does not fit the definition of a Transmission Owning and/or Operating Member.

2.11 Task Force

A Working Group formed by the Organisational Committees for a specific task.

CHAPTER II : ORGANISATION AND FUNCTIONS

ARTICLE 3 : STRUCTURE OF WAPP

The governance structure is:

- The General Assembly
- The Executive Board
- The Organisational Committees
- The WAPP General Secretariat
- WAPP Information and Coordination Center

ARTICLE 4: THE GENERAL ASSEMBLY

The General Assembly is the highest decision making body for the WAPP.

4.1 Functions of the General Assembly

The General Assembly is charged:

- a. To observe the provisions assigned to it in accordance with this Articles of Agreement and the Membership Agreement.
- b. To facilitate in accordance with the provisions of this Articles of Agreement and the Membership Agreement, the co-ordination of appropriate measures towards the implementation of the principles of this Articles of Agreement.
- c. To engage the Members in accordance with the prescribed provisions in order to facilitate the implementation of programs and projects in the implementation framework of this Articles of Agreement.
- d. To examine and adopt the amendments to this Articles of Agreement.
- e. To approve the new applications for membership to the Articles of Agreement.
- f. To Elect the members of the Executive Board.
- g. To Examine and adopt the staff and financial regulations of the structures of governance of WAPP.
- h. To examine and adopt the annual reports of the Executive Board.
- i. To determine the Headquarters of the WAPP Secretariat.

In the performance of its duties, the General Assembly may delegate a part of its responsibilities to the Executive Board.

4.2 Composition of the General Assembly

The General Assembly comprises representatives of all Members of WAPP.

4.3 Functioning of the General Assembly

The Chairperson of the Executive Board shall convene and preside over the meetings of the General Assembly. The General Assembly shall meet at least once per calendar year.

Decisions of the General Assembly shall be by simple majority of the Members present with one vote per Member.

However, for decisions concerning amendments to this Articles of Agreement and Staff and Financial Regulations, the decisions shall be by two-thirds majority vote of the Members present and voting. Two-thirds of the General Assembly shall constitute a quorum; provided that a lesser number may adjourn the meeting to a later time at which meeting the decisions shall be by simple majority of the Members present.

ARTICLE 5: THE EXECUTIVE BOARD

Taking into account the overall policy directives agreed upon by the General Assembly, the WAPP Executive Board would have decision making authority to develop and implement initiatives to achieve the mission of the WAPP Organization.

5.1 Duties

The Executive Board shall, at all times, act in the best interest of the WAPP Organization in its management, control and direction of the general business of the WAPP Organization.

Its duties shall include, but are not limited to the following:

- (a) Direct activities of all Organisational Committees;
- (b) Examine and recommend to the General Assembly, the entry, exit and re-entry of Members to the WAPP Organization;
- (c) Authorize all major contracts and [finance/debt] instruments;
- (d) Select and review the performance of Officers, who shall serve at the pleasure of the Executive Board;
- (e) Determine positions, duties, qualifications, salaries, benefits and other necessary matters pertaining to the Officers and Staff;
- (f) Review, approve, disapprove or recommend revision to the actions of any Organisational Committee;
- (g) Act on appeals pursuant to Section 6.3.6;

- (h) Approve or revise the operating and capital budgets and any additional expenditures;
- (i) Convene the General Assembly at least annually;
- (j) Recommend amendments to this Articles of Agreement for the Approval of the General Assembly;
- (k) Recommend amendments to the Membership Agreement for the Approval of the General Assembly;
- (l) Approve Guidelines pertaining to standards and policies of the WAPP Organization and penalties for non-compliance with such Guidelines; and
- (m) Authorize filings with regulatory bodies.

5.2 Composition of the Executive Board

5.2.1 Composition

The Executive Board shall consist of seven persons. Six of the seven members of the Executive Board shall be elected by the General Assembly and comprise four (4) representatives of Transmission Owning/Operating Members, two (2) representatives of Transmission Using Members. The seventh member of the Executive Board shall be the Secretary General appointed by the General Assembly based on an open competitive selection process by an independent contractor.

5.2.2 Qualifications

Representatives elected to serve on the Executive Board shall be Chief Executives of Transmission Owning/Operating Members and/or Transmission Using Members.

5.3 Term and Election

Except for the Secretary General of the Executive Board, other members of the Executive Board shall be elected to a three year term commencing upon election and continuing until his/her duly elected successor takes office. Initial staggering of terms will be decided by lottery with the terms of two members to expire in the first year, two in the second year, and two in the third year.

The election process shall be as follows:

- (a) At least three months prior to the General Assembly meeting when election of new Executives is required, the Secretary General shall commence the process to nominate persons equal in number to the members of the Executive Board to be elected;
- (b) At least one month prior to the General Assembly meeting, the Secretary General shall notify the Membership in writing of the persons it nominates for election to the Executive Board,

specifying the nominee for any vacancy to be filled. The Secretary General shall prepare the ballot accordingly leaving space for additional names, and shall deliver same to Members at least two weeks prior to the General Assembly meeting;

- (c) For purposes of electing or removing members of the Executive Board only, each group of Members with Affiliate Relationships shall be considered a single Member;
- (d) At the General Assembly meeting, any additional nominee or nominees may be added to the ballot if a motion is made and seconded by Members; and
- (e) At the General Assembly meeting, the required number of members of the Executive Board shall be elected by written ballots. Each category of the Membership votes separately with the result for that category being a percent of approving votes to the total number of Members voting. Each Member shall be entitled to cast a number of votes equal to the number of Executives to be elected. A Member may not cumulate votes. The candidates receiving the highest percent of the average of approving vote ratios within each Membership category will fill vacancies.

5.4 Resignation and Removal of Board Members

Any member of the Executive Board may resign by written notice to the Secretary General noting the effective date of the resignation. The Membership may remove a member of the Executive Board with cause by the vote of a majority of each Membership category at a General Assembly meeting. Removal proceedings may only be initiated by a petition signed by not less than twenty percent of the Members. The petition shall state the specific grounds for removal and shall specify whether the removal vote is to be taken at a special General Assembly meeting or at the next regular General Assembly meeting. A member of the Executive Board who is the subject of removal proceedings shall be given fifteen days to respond to the Member petition in writing to the Secretary General.

5.5 Vacancies

If a vacancy occurs, the Secretary General will present to the Executive Board, for consideration and election, an interim member of the Executive Board to serve until a replacement member of the Executive Board is elected by the General Assembly and takes office. A special election shall be held at the next General Assembly meeting to fill the vacancy for the unexpired term. The replacement member of the Executive Board shall take office immediately following the election.

5.6 Functioning of the Executive Board

In reaching any decision and in considering the recommendations of any Organisational Committee or subsidiary task force, the Executive Board shall abide by the principles in this Articles of Agreement.

5.6.1 Meetings and Notice of Meetings

The Executive Board shall meet at least three times per calendar year and additionally upon the call of the Chairperson or upon concurrence of at least four members of the Executive Board. At least fifteen days' written notice shall be given by the Secretary General to each member of the Executive Board and the Chairpersons of Organisational Committees. The Chairperson shall grant any Member's request to address the Executive Board.

5.6.2 Chairperson and Vice-Chairperson

The Executive Board shall elect from its membership a Chairperson and Vice Chairperson for two year terms commencing upon election and continuing until their duly elected successors take office or until their term as a member of the Executive Board expires without re-election.

The Vice Chairperson shall act for the Chairperson:

- (a) at the request of the Chairperson;
- (b) in the event the Chairperson should become incapacitated and unable to discharge the functions of the office; or
- (c) if the Office of Chairperson becomes vacant, until the next regularly scheduled Executive Board meeting, at which meeting a new Chairperson shall be elected by the Executive Board to fill the vacancy.

The Chairperson shall appoint a member of the Executive Board to fill a vacant Vice Chairperson position until the next meeting of the Executive Board, at which meeting a new Vice Chairperson shall be elected by the Executive Board to fill the vacancy.

5.6.3 Quorum and Voting

Five members of the Executive Board shall constitute a quorum of the Executive Board; provided that a lesser number may adjourn the meeting to a later time. Decisions of the Executive Board shall be by simple majority vote of the members present and voting.

Members of the Executive Board must be present at the meeting in order to vote; no votes by proxy are permitted. Voting will be by secret ballot.

The Secretary General will collect and tally the ballots, and announce the results of a vote. Only voting results will be announced and recorded in the minutes; individual votes will not be announced or recorded.

5.6.4 Compensation of Executive Board Members

Members of the Executive Board shall receive allowances as approved by the General Assembly, and shall be reimbursed for actual expenses reasonably incurred or accrued in the performance of their duties.

5.6.5 Corporate Sessions

Corporate sessions (open only to members of the Executive Board, the Secretary General and to parties invited by the Chairperson) shall be held as necessary upon agreement of the Executive Board to safeguard confidentiality of sensitive information regarding employee, financial, or legal/regulatory matters.

ARTICLE 6: ORGANISATIONAL COMMITTEES

The Organisational Committees shall provide support and advice to the Executive Board on all matters concerning collective policy formulation functions for developing, maintaining and updating common “rules of practice” on technical, planning, operational and environmental aspects of WAPP. The Organisational Committees shall be composed of technical experts drawn from the WAPP membership. Member input on decision-making would take place primarily through active participation in the Organisational Committees.

6.1 Structure of Organisational Committees

Member input on decision-making shall be accomplished primarily through Membership participation in Organisational Committees. Members are expected to provide representation to Organisational Committees as requested. Representation in an Organisational Committee will be appointed by the Executive Board, who shall consider the various types and expertise of Members and their geographic locations, to achieve a widespread and effective representation of the Membership.

The Chairperson of any Organisational Committee may appoint any ad hoc task forces as necessary to fulfill its mission. Task Force appointments under the auspices of any Organisational Committee shall be made with due consideration of the various types and expertise of Members and their geographic locations.

Participation in certain sessions of Organisational Committee meetings where commercially sensitive issues are discussed may be restricted to persons representing entities that have executed confidentiality clauses of the Membership Agreement.

Representatives on all Organisational Committees will be registered in a Directory of the WAPP Organization to be maintained by the Staff. Organisational Committee vacancies will be filled on an interim basis by appointment made by

the Chairperson of the Executive Board unless otherwise provided for in this Articles of Agreement.

If a Member's designated representative is unable to attend an Organisational Committee meeting, it may in writing appoint a substitute representative who shall have such rights to participate and vote as the Member specifies.

6.2 Leadership

6.2.1 Appointment

The Chairperson of all Organisational Committees shall be nominated by the Secretary General for consideration and appointment by the Executive Board. A Vice Chairperson shall be elected by the members of an Organisational Committee, unless provided otherwise in this Articles of Agreement.

A Vice Chairperson shall act for the Chairperson:

- (a) at the request of the Chairperson;
- (b) if the Chairperson becomes incapacitated and unable to discharge the functions of the position; or
- (c) if the position of the Chairperson becomes vacant, until a new Chairperson takes office.

6.2.2 Terms

The terms of the Chairperson and Vice Chairperson of all Organisational Committees shall coincide with the two-year term of the Chairperson of the Executive Board. Representation of Organisational Committees will be reviewed for appropriateness by the Secretary General.

6.2.3 Vacancies

Should any individual, having been appointed as a Chairperson of any Organisational Committee, be unable to serve for the term specified, a replacement shall be nominated by the Secretary General and approved by the Chairperson of the Executive Board for the unexpired term of office.

6.3 Functioning of Organisational Committees

6.3.1 Meetings

Meetings of the WAPP Organization shall be open. Organisational Committees shall meet as necessary. However, any Organisational Committee may limit attendance at a meeting by an affirmative vote of the Organisational Committee as necessary to safeguard confidentiality of sensitive information, included but not limited to commercial/contractual, personnel, financial, or legal matters.

Committee members shall be given at least fifteen (15) days written notice of the date, time, place and purpose of each regular or special meeting. Telephone conference meetings may be called as appropriate by the Chairperson of any Committee with at least one-day prior notice.

6.3.2 Order of Business

The Executive Board will issue and maintain “Rules” that will apply generally for the governance of all meetings of the Organisational Committees on any point not specifically covered in this Articles of Agreements.

6.3.3 Expenses

The expenses of a representative participating in the activities of any Organisational Committees and subsidiary task forces shall be borne by the Member represented by the participant.

6.3.4 Quorum

The quorum for any Organisational Committee or subsidiary task force shall be one-half of the membership thereof, but not less than three members; provided that a lesser number may adjourn the meeting to a later time.

6.3.5 Voting

Each participant in an Organisational Committee shall have one vote. Upon joining, Members shall be assigned to one of two Membership categories for the sole purpose of voting: Transmission Owning/Operating Members, or Transmission Using Members in accordance with Article 9.1.

A simple majority of participants present or represented by proxy and voting shall be required for all other Organisational Committee and subsidiary task force action.

6.3.6 Appeal

Should any Member or group of Members disagree on an action taken or a recommendation made by any Organisational Committee, such Member(s) may, in writing, appeal and submit an alternate recommendation to the Executive Board prior to the meeting at which consideration of the action by the Executive Board is scheduled.

6.4 Engineering and Operating Committee

Each Member shall appoint a representative to the Engineering and Operating Committee (EOC) at the regular meeting of the Executive Board immediately following each annual meeting of the General Assembly. Each representative designated shall be an officer or employee of the Member.

The Executive Board will appoint the Chairperson of the EOC. Each member of the EOC may continue to be a member thereof until the appropriate Member appoints a successor. The EOC shall meet at least three times per calendar year, and additionally as needed. The EOC shall report to the Executive Board following each EOC meeting with respect to its activities and with such recommendations, as the EOC deems necessary.

The responsibilities of the EOC shall include:

- (a) Recommend practices for regional system design, planning, adequacy, of interconnections, operation, operational reliability and efficiency in order to assure efficient and reliable power supply among the systems in WAPP;
- (b) Review Member operating plans and problems that are pertinent to WAPP planning and operation;
- (c) Maintain an annual series of load flow and short circuit models and associated stability data bases representing the current and planned electric network of the region, and maintain a data base of all transmission, generation, and supporting facilities within WAPP;
- (d) Review and assess the current and planned electric system of the region;
- (e) Make use of studies available from other regions;
- (f) Recommend to the Executive Board criteria for operational planning, and to assist in the efficiency and vitality of the cross-border electricity trading;
- (g) Coordinate inter-zonal and intra-zonal plans and facilitate planning, information exchange, and operations between inter-zonal and intra-zonal groups;
- (h) Develop a coordinated plan for intra-regional transmission for greater efficiency and reliability of electric power supply;
- (i) Recommend to the Executive Board and Members individual or joint action to improve the operation of the systems comprising WAPP;
- (j) Respond to activities as requested by the Strategic Planning Committee and the Executive Board;
- (k) Monitor the current state and evolution of the electric energy supply industry and proactively recommend commercial practices that meet industry needs and promote commerce;
- (l) Work with all WAPP Organisational Groups to promote a high standard of operational reliability;
- (m) Complete a self-assessment annually to determine how effectively the EOC is meeting its responsibilities; and
- (n) Perform such other functions as the Executive Board may delegate or direct.

6.5 Strategic Planning Committee

The Strategic Planning Committee (SPC) shall be comprised of eleven representatives. Three representatives shall be from the Executive Board; four representatives from the Transmission Owning Member sector as nominated by the Secretary General; and four representatives from the Transmission Using Member sector, as nominated by the Secretary General.

The Executive Board shall appoint the representatives of the SPC at the regular meeting of the Executive Board immediately following each annual meeting of Members.

Each representative of the SPC shall continue to be a representative thereof until the Executive Board appoints his/her successor. Where a vacancy occurs, the Chairman of the Executive Board will fill the vacancy on an interim basis until the next meeting of the Executive Board.

The SPC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in this Articles of Agreement, is present. The SPC shall report to the Executive Board following each SPC meeting with respect to its activities, and with such recommendations, as the SPC deems necessary.

The responsibilities of the Strategic Planning Committee shall include:

- (a) Gather information from Members, Staff, regulatory bodies, investors, financial institutions and legislative bodies on industry trends, forecasts and directions;
- (b) Assess the industry environment in which the WAPP Organization will be functioning;
- (c) Assess capabilities and competencies of the WAPP Organization against the industry environment, including coordination with neighboring entities;
- (d) Formulate strategies to ensure achievement of the mission statement, goals, objectives, and responsibilities of the WAPP Organization, and recommend necessary modifications to the internal processes of the WAPP Organization to carry out these strategies;
- (e) Work with other Organisational Committees in developing related action plans, schedules and budgets;
- (f) Review annually the structure and charters of each of the subsidiary Task Forces (Investment Programming, Environment, Technical) of the SPC, and together with the Chairpersons of the subsidiary Task Forces, recommend changes to the Executive Board, as appropriate;
- (g) Review the self-assessments of the subsidiary Task Forces to assure that they are being done on a consistent basis;
- (h) Complete a self-assessment annually to determine how effectively the SPC is meeting its responsibilities; and
- (i) Perform such other functions as the Executive Board may delegate or direct.

6.6 Finance and Human Resources Committee

The Finance and Human Resources Committee (FHRC) shall be comprised of six members. Two representatives shall be from the Executive Board, one of whom shall serve as the Chairperson; two representatives from the Transmission Owning Member sector as nominated by the Secretary General; and two representatives from the Transmission Using Member sector as nominated by the Secretary General which and whenever need arises.

The Executive Board shall appoint the representatives of the FHRC at the regular meeting of the Executive Board immediately following each annual meeting of Members. Each representative of the FHRC shall continue to be a representative thereof until the Executive Board appoints his/her successor. Where a vacancy occurs the Chairman of the Executive Board will fill the vacancy on an interim basis until the next meeting of the Executive Board.

The FHRC shall meet at least twice per calendar year, and additionally as needed, provided that a quorum, as defined in this Articles of Agreement, is present.

The FHRC shall report to the Executive Board following each FHRC meeting with respect to its activities and with such recommendations, as the FHRC deems necessary.

The responsibilities of the FHRC shall include providing assistance to the Executive Board in fulfilling its responsibility to the Members, and investment community with respect to its oversight of:

- (a) The quality and integrity of financial statements of the WAPP Organization;
- (b) Compliance of the WAPP Organization with financially-based legal and regulatory requirements;
- (c) The independent auditor's qualifications, selection, and independence;
- (d) The performance of internal audit function of the WAPP Organization and independent auditors;
- (e) The development and implementation of annual and long-term budgets;
- (f) The management of risk;
- (g) Develop policies for management of debt financing and for long-term contracting;
- (h) Monitoring methodology for cost recovery to ensure continuing equity for Members;
- (i) The development and administration of employee benefit programs;
- (j) The effectiveness of WAPP's compensation plan for employees and Executives;
- (k) The activities of investment managers charged with managing employee benefit assets, including evaluation of performance;
- (l) Approve and monitor WAPP staffing structure to ensure it accomplishes Organisational mission;

- (m) Maintain current job description for the Secretary General and conduct annual performance evaluation;
- (n) Other duties and responsibilities detailed in the FHRC charter; and
- (o) Perform such other functions as the Executive Board may delegate or direct.

ARTICLE 7: THE WAPP GENERAL SECRETARIAT

The WAPP General Secretariat is the administrative organ to support the Executive Board in the accomplishment of the duties of the Executive Board and also responsible for the day-to-day management of WAPP. The WAPP General Secretariat would take responsibility for coordination of a team of independent professionals – permanent core staff of the WAPP Secretariat – that would implement day-to-day tasks required to accomplish the mission of WAPP. The staff of the WAPP Secretariat would perform the secretariat function for all meetings of the permanent WAPP Committees and any ad hoc task forces. The Secretary General shall assume the role of Secretary at the meetings of the Executive Board and would also facilitate and maintain international cooperation arrangements with “power pool” organizations in other parts of the world and liaise with other relevant power sector stakeholders in ECOWAS Member States and throughout Africa.

7.1 Mandate of WAPP General Secretariat

The Secretariat General shall carry out the rights, duties, and obligations of the WAPP Organization pursuant to the authority granted by the Executive Board. Officers will execute the Standards of Conduct upon employment. The Standards of Conduct outline the independence requirements for all employees of the WAPP Organization.

The Officers shall be empowered to:

- (a) employ qualified technical and administrative employees;
- (b) engage office space;
- (c) employ outside technical and professional service organizations;
- (d) execute contracts;
- (e) provide day-to-day administration of the Information Coordination Center of the WAPP Organization;
- (f) serve as the representative of the WAPP Organization before the Regional Regulatory Development Office, other regulatory bodies of ECOWAS member states and in other public forums;
- (g) incur reasonable expenses; and
- (h) make Staff resources available to individual Members or groups of Members on a non-firm, non-priority, first-come-first-serve basis so as not to interfere with current or future needs and priorities established by the WAPP Organization.

The Secretary General shall establish a project monitoring and evaluation function and, as necessary, provide appropriate support to Members for such function through an independent contractor possessing the requisite experience and qualifications.

7.2 Autonomy of WAPP General Secretariat

Staff members will be required to execute the Standards of Conduct upon employment and annually thereafter. The Standards of Conduct outline the independence requirements for employees of the WAPP Organization.

The Secretary General shall assign to each Organisational Committee a Staff member, who shall attend all meetings and act as secretary to the Organisational Group and any ad hoc task forces of that group. Staff assigned as secretaries of Organisational Committees and subsidiary task forces shall be non-voting.

Minutes shall be kept by the secretary of pertinent discussions, business transacted, decisions reached, and actions taken at each meeting of Organisational Committees or subsidiary task forces. Minutes shall be considered published documents upon their approval by the Organisational Committee or subsidiary task force.

ARTICLE 8: WAPP INFORMATION AND COORDINATION CENTER

The WAPP Information and Coordination Center is an organ of the WAPP Secretariat and shall promote operational coordination between Transmission Owning/Operating Members through actual day-to-day information sharing/exchange between WAPP Operational Coordination Centers.

8.1 Duties

The responsibilities of the WAPP Information and Coordination Center shall include:

- (a) collect, analyse and disseminate the information needed to gauge the evolution of interconnected electricity generation and transmission systems in the region;
- (b) monitor the development of the national electric power sector in ECOWAS member states in order to forewarn the risks of performance deficiencies and to provide them with corrective measures;
- (c) periodically analyse the economic and technical viability of cross-border electricity trading arrangements among Transmission Using Members.
- (d) facilitate the development of technical norms and standards for the collection and treatment of useful information for the efficient operation of the national and interconnected electric networks.
- (e) support and monitor the technical performance of the electricity utilities.

8.2 Publications and Data Bases

The WAPP Information and Coordination Center shall publish and distribute printed reports as necessary to fulfill the mission of the WAPP Organization. The WAPP Information and Coordination Center shall also develop and maintain electronic databases of relevant technical information as approved by the Executive Board.

The release of information in databases containing member-specific technical data considered proprietary in nature will be governed by the Membership Agreement and related “Standards of Conduct” and administered by the Staff. In the event member specific non-proprietary technical data is being distributed, the WAPP Information and Coordination Center will provide written notice of the specific data submitted, to whom it is being submitted and the purpose of such submittal to the respective Member at the same time the data is provided to the requesting party.

Publications and technical data will be made available at no charge to Members, statutory agencies of ECOWAS Member State and the ECOWAS Secretariat. Other parties requesting publications or technical data of the WAPP Organization will be charged an amount equivalent to production, handling and delivery costs.

CHAPTER III: MEMBERSHIP, REMOVAL AND RE-INSTATEMENT

ARTICLE 9: MEMBERSHIP

9.1 Qualifications

Membership in WAPP Organization is voluntary and is open to any entity, public or private, which either (a) own/operate generation facilities of 20 MW or larger, and/or distribute and retail supply electricity (the “Transmission Using Members”); and/or (b) own/operate “major transmission facilities in the region”, if such facilities are physically interconnected and have an impact on coordination of system operations in the West Africa region (the “Transmission Owning/Operating” Members).

9.2 Applications

Membership by an entity shall be obtained upon meeting the following requirements:

- (a) Meeting membership qualifications;
- (b) Providing an application for membership to the Secretary General; and
- (c) Executing the Membership Agreement and delivering a signed copy to the Secretary General.

The Secretary General shall review applications and recommend those meeting membership qualifications to the board for recommendation to the General Assembly.

The Executive Board will review any disputes arising as to the qualifications of the new Member.

Membership will commence at the beginning of the next calendar month following completion of these requirements.

ARTICLE 10: TERMINATION, REMOVAL AND RE-INSTATEMENT

The Executive Board may recommend the termination of the membership of any Member to the General Assembly, in accordance with this Articles of Agreement. The Secretary General shall promptly give written notice of the removal to all other Members.

Any former Member seeking to rejoin the WAPP Organization shall apply to the Executive Board for reinstatement. In its application for reinstatement, the former Member shall:

- (a) provide evidence that it has fully paid any accrued financial obligation to the WAPP Organization;
- (b) demonstrate it has corrected the reason for its removal;
- (c) establish that it will be in compliance with the membership requirements of the WAPP Organization; and
- (d) deliver an executed Membership Agreement to the Secretary General.

CHAPTER IV: FINANCE

ARTICLE 11: ACCOUNTING YEAR

The Accounting Year shall coincide with the calendar year.

ARTICLE 12: OPERATING BUDGET

The Staff and the FHRC will prepare an annual budget of expenditures for the next fiscal year and an estimate for an additional two years. The proposed budget shall be submitted to the Executive Board not less than two weeks prior to the meeting at which the budget is to be considered for approval. Once approved by the Executive Board, the budget shall constitute the authority required by the Officers for expenditures for the ensuing year. Modifications to the budget during the fiscal year must be recommended to the Executive Board by the FHRC. The Secretary General shall have the authority to approve un-budgeted expenditures of up to \$25,000 individually or in the aggregate during the fiscal year. The Secretary General may approve unbudgeted expenditures in excess of \$25,000, but less than \$100,000, with the concurrence of the FHRC. Unbudgeted expenditures in excess of \$100,000 require prior approval of the Executive Board.

ARTICLE 13: MONTHLY ASSESSMENTS

All Members will be subject to a monthly assessment to recover monthly costs associated with the performance of the functions of the WAPP Organization as assigned by the Executive Board. The monthly assessment will be charged to Members per the assessment formula outlined below:

$$A = [0.25(1/N) + 0.75(B/C)] X$$

Where: **A** = Member's share of WAPP assessment
N = Total number of Members
B = Energy sold for the previous year
C = Total of factor B for all Members
X = Monthly Costs

Each member shall deposit its assessment with WAPP no later than thirty (30) days after receipt of such notification.

ARTICLE 14: AUTHORIZING OFFICER

The Secretary General shall serve as the Authorizing Officer of the WAPP Organization. The Secretary General shall keep an up-to date record of receipts and disbursements and furnish reports to the Executive Board and the FHRC.

ARTICLE 15 : AUDIT

The Executive Board shall annually engage an independent certified public accounting firm to perform an annual audit of financial records of the WAPP Organization and prepare a report on the financial condition of the WAPP Organization. The FHRC shall present the audit report to the Executive Board upon completion.

ARTICLE 16: FINANCIAL OBLIGATION OF WITHDRAWING MEMBER

16.1 Existing Obligations

“Existing Obligations” are the following:

- (a) Member’s unpaid dues, assessments, and other amounts charged under this Articles of Agreement, plus the Member’s share of costs that the WAPP Organization customarily includes in such dues, assessments or other charges, but which as of the Termination Date WAPP had not included in such dues, assessments or other charges.
- (b) Member’s share (computed in accordance with the Bylaws) of the entire principal amounts of all Financial Obligations of the WAPP Organization outstanding as of the Termination Date. “Financial Obligations” are all long-term (in excess of six (6) months) financial obligations of the WAPP Organization, including but not limited to the following:
 - i. debts under all loans, loan agreements, borrowings, promissory notes, bonds, and credit lines, under which the WAPP Organization is obligated, including principal and interest;
 - ii. all payment obligations under equipment leases, financing leases, capital leases, real estate and office space leases, consulting contracts, and contracts for outsourced services;
 - iii. any unfunded liabilities of any employee pension funds of the WAPP Organization, whether or not liquidated or demanded; and
 - iv. the general and administrative overhead of the WAPP Organization for a period of three (3) months.

- (c) Any costs, expenses or liabilities incurred by the WAPP Organization directly due to the Termination, regardless of when incurred or payable, and including without limitation prepayment premiums or penalties arising under Financial Obligations of the WAPP Organization.
- (d) Member's share (computed in accordance with the Bylaws) of all interest that will become due for payment with respect to all interest bearing Financial Obligations after the Termination Date and until the maturity of all Financial Obligations in accordance with their respective terms ("Future Interest"). In the event that a Financial Obligation carries a variable interest rate, the interest rate in effect at the Termination Date shall be used to calculate the applicable Future Interest. In determining the Member's share of Future Interest, the WAPP Organization shall take into account any reduction of Financial Obligations due to mitigation under this Section.

16.2 Computation of a Member's Existing Obligations

For purposes of computing the Existing Obligations of any withdrawing or terminated Member in accordance with the Membership Agreement, such "Member's share" is a percentage calculated as follows:

$$A = 100 [0.25(1/N) + 0.75(B/C)]$$

Where:

- A = Member's share (expressed as a percentage)
- N = Total number of Members
- B = Energy sold for the previous year
- C = Total of factor B for all Members

The Human Resources and Finance Committee shall have the discretion to reduce the Existing Obligations of any withdrawing or terminated Member, to reflect any WAPP costs or expenses that may be mitigated in connection with such Member's withdrawal or termination

CHAPTER V: DISPUTE RESOLUTION

These procedures are established for the equitable, efficient and expeditious resolution of disputes. These procedures are intended to cover disputes between any two or more Members, between Members and consenting non-members or between the WAPP Organization and any Member(s) or consenting non-member(s). The WAPP Organization and Members are strongly encouraged to take part in the complete process herein described prior to litigation or the utilization of other dispute resolution processes.

Administrative involvement of the WAPP Organization in the proceeding is to coordinate assembly of a non-biased and independent dispute resolution panel to facilitate the resolution of the dispute and to provide meeting coordination and facilities. If the WAPP Organization is a party to the dispute, its administrative duties shall be turned over to a contracted facilitator mutually selected by the disputing parties.

These procedures do not apply to disputes that are covered by the dispute resolution procedures of any specific commercial agreement between Members.

ARTICLE 17: INSTIGATION

Any Member may begin these dispute resolution procedures by making a request in writing to the Secretary General. The Secretary General will forward copies of this request to the Executive Board. This written request must contain the authorized signatures of all parties to the dispute. The request must contain:

- (a) a statement of the issues in dispute;
- (b) the positions of each of the parties relating to each of the issues;
- (c) the specific dispute resolution procedure desired; and
- (d) any modifications agreed-upon or specific additions to the proceedings described in this Articles of Agreement by which the dispute may be resolved.

ARTICLE 18: DISPUTE RESOLUTION PANEL

The Secretary General shall immediately provide to each party to the dispute a list of candidates to be used in forming a three-person dispute resolution panel. This list shall be maintained by the WAPP Organization and can be added to at any time by any Member. This list shall contain at least seven persons meeting the requirements established by the Executive Board.

The Secretary General shall then call a telephone conference meeting or any other means that is adjudged appropriate. During such meeting, each party shall take turns to strike out names from the list until those remaining constitute the dispute resolution panel. This panel shall select a Chairperson from its membership.

Should any candidate decline to serve or resign from a current appointment for any reason, the candidate whose name was last struck from the list shall automatically be contacted to serve.

The Secretary General shall assign a Staff representative to assist the panel as secretary. The Secretary General shall administer the panel selection process to ensure its completion within one week from receipt of the request.

ARTICLE 19: RESOLUTION PROCEDURES

The types of proceedings available for the resolution of disputes are:

- (a) An **Advisory Proceeding** to assist each party through discussion and advice, on a separate and individual basis without active participation in the joint discussions and negotiations, to resolve the dispute informally by mutual agreement;
- (b) A **Mediation Proceeding** to assist the parties through active participation in the joint discussions and negotiations (including specific recommendations of the issues in dispute) through which the parties indirectly attempt to resolve the dispute informally by mutual agreement;
- (c) A non-binding **Dispute Resolution Proceeding** to hear formal evidence on factual matters related to the issues submitted, make written findings and conclusions of fact, and issue specific written recommendations for resolution of each issue in dispute;
- (d) A binding **Dispute Resolution Proceeding** to hear formal evidence on factual matters related to the issues submitted; make written findings and conclusions of fact; and issue directives and awards for resolution of each issue in dispute.

The panel Chairperson shall determine meeting arrangements and format necessary to efficiently expedite the resolution of the dispute, and the Staff secretary shall notify the parties of these details. Each party to the dispute must have at least one representative present at all related meetings; such representative shall have full authority to resolve the dispute.

Upon conclusion of this process, the panel Chairperson shall notify the Secretary General of its outcome. After consultation with the parties to the dispute and the panel Chairperson to determine the completion of the process as described herein, and/or as modified by the parties, the Secretary General shall discharge the panel, and notify the Executive Board of the results.

The parties to the dispute agree to complete the process within 90 days from selection of the panel. The Staff secretary shall maintain minutes of the panel meetings, which shall become part of the historical records of the WAPP Organization.

ARTICLE 20 : EXPENSES

The parties to the dispute shall share equally all reasonable charges for the meeting premises, administrative costs, and related travel expenses of panel members. The parties to the dispute shall also share equally all reasonable compensation for time and service of panel members and related incremental expenses of the Staff. The Secretary General shall determine reasonableness of time and service costs for panel members prior to process implementation. The Staff secretary shall account for these expenses. Each party to the dispute shall be responsible for their respective associated expenses.

ARTICLE 21: LIABILITY

The parties to any dispute which is the subject of these dispute resolution procedures shall hold harmless the WAPP Organization, its Members, Organisational Committees and each of their executives, officers, agents, employees or other representatives, and the panel members from any liabilities, claims, or damages resulting from any agreement or lack of agreement as a result of the dispute resolution proceedings. The foregoing right to hold harmless shall not be extended to the parties to any given dispute or to their executives, officers, agents, employees or other representatives.

CHAPTER VI: SUPPLEMENTARY DISPOSITIONS

ARTICLE 22: LIABILITY, INSURANCE AND INDEMNIFICATION

For purposes of this Section, “WAPP Organization” refers to the WAPP Organization and its Executive Board, Officers, Staff, employees or agents, and “Member” refers to the Members of the WAPP Organization as defined in this Articles of Agreement. None of the provisions of this section, including the waiver of liability in Section 22.1 below, absolving the WAPP Organization or its Members, Executive Board, Officers, Staff, employees, agents or other representatives of liability or any provisions for insurance or indemnification shall apply to actions which are unlawful, undertaken in bad faith, or are the result of gross negligence or willful misconduct.

22.1 Waiver of Liability

- (a) WAPP Organization shall not be liable to any Member for damages arising out of or related to any directive, order, procedure, action, or requirement of the WAPP Organization, under the then effective Articles of Agreement and Standards of Conduct.
- (b) No Member shall be liable to any other Member or to the WAPP Organization for damages arising out of or related to any action by the Member pursuant to any directive, order, procedure, action or requirement of the WAPP Organization, under the then effective Articles of Agreement and Standards of Conduct.
- (c) Each Member waives any future claim it might have against the WAPP Organization or other Members arising out of or resulting from any directive, order, procedure, action or requirement of the WAPP Organization, under the then effective Articles of Agreement and Standards of Conduct.
- (d) The WAPP Organization waives any future claim it might have against any Member arising out of or resulting from any actions taken by a Member pursuant to any directive, order, procedure, action or requirement of the WAPP Organization, under the then effective Articles of Agreement and Standards of Conduct.

22.2 Insurance

The Secretary General is authorized to procure insurance to protect the WAPP Organization, its Executive Board, Officers, employees, agents or other representatives against damages arising out of or related to any directive, order, procedure, action or requirement of the WAPP Organization, under the then effective Articles of Agreement and Standards of Conduct.

22.3 Indemnification of Executives, Officers, Agents and Employees

Except for actions which are unlawful, undertaken in bad faith, or are the result of gross negligence or willful misconduct, the WAPP Organization shall indemnify its Executive Board, Officers, employees, agents or other representatives to the maximum extent allowed by law consistent with Articles of Agreement.

Each member of the Executive Board, Officer, employee, agent or other representative of the WAPP Organization shall be indemnified by the WAPP Organization against all judgments, penalties, fines, settlements, and reasonable expenses, including legal fees, incurred as a result of, or in connection with, any threatened, pending or completed civil, criminal, administrative, or investigative proceedings to which the incumbent may be made a party by reason of acting or having acted in official capacity as a member of the Executive Board, officer, employee, agent or representative of the WAPP Organization, or in any other capacity which the incumbent may hold at the request of the WAPP Organization, as its representative in any other organization, subject to the following conditions:

- (a) Such executive, officer, agent, employee, or other representative must have acted in good faith and, in the case of criminal proceedings, have had no reasonable cause to believe that conduct was unlawful; provided, that the WAPP Organization shall not provide indemnification of any conduct judged unlawful in criminal proceedings. When acting in official capacity, the incumbent must have reasonably believed that conduct was in the best interests of the WAPP Organization, and, when acting in any other capacity, must have reasonably believed that conduct was at least not opposed to the best interests of the WAPP Organization.
- (b) If the proceeding was brought by or on behalf of the WAPP Organization, however, indemnification shall be made only with respect to reasonable expenses referenced above. No indemnification of any kind shall be made in any such proceeding in which the member of the Executive Board, officer, employee, agent or other representative shall have been adjudged liable to the WAPP Organization.
- (c) In no event, however, will indemnification be made with respect to any described proceeding which charges or alleges improper personal benefit to a member of the Executive Board, officer, employee, agent or other representative and where liability is imposed on the basis of the receipt of such improper personal benefit.

- (d) In order for any member of the Executive Board, officer, employee, agent or other representative to receive indemnification under this provision, the person shall vigorously assert and pursue any and all defenses to those claims, charges, or proceedings covered herein which are reasonable and legally available and shall fully cooperate with the WAPP Organization or any attorneys involved in the defense of any such claim, charges, or proceedings on behalf of the WAPP Organization.
- (e) No indemnification shall be made in any specific instance until it has been determined by the WAPP Organization that indemnification is permissible in that specific case, under the standards set forth herein and that any expenses claimed or to be incurred are reasonable. These two (2) determinations shall be made by a majority vote of at least a quorum of the Executive Board consisting solely of members of the Executive Board who were not party to the proceeding for which indemnification or reimbursement of expenses is claimed. If such a quorum cannot be obtained, a majority of at least a quorum of the full Executive Board, including members of the Executive Board who are parties to said proceeding, shall designate a special legal counsel who shall make said determinations on behalf of the WAPP Organization.
- (f) Any reasonable expenses, as shall be determined above, that have been incurred by a member of the Executive Board, officer, agent, employee, or other representative who has been made a party to a proceeding as defined herein, may be paid or reimbursed in advance upon a majority vote of a quorum of the full Executive Board, including those who may be a party to the same proceeding. However, such member of the Executive Board, officer, agent, employee, or other representative shall have provided the WAPP Organization with (i) a written affirmation under oath that the incumbent, in good faith, believes the conditions of indemnification herein have been met; and (ii) a written undertaking that the incumbent shall repay any amounts advanced, with interest accumulated at a reasonable rate, if it is ultimately determined that such conditions are not met.

22.4 Limitations

The provisions of this Section 22.4 are subject to applicable laws of ECOWAS Member States and the provisions of the ECOWAS Energy Protocol, if any, which limit the ability of a Member to waive liability or enter into agreements of indemnity. Any benefits under this Section 22.4 shall not extend to any Member so limited by applicable laws of an ECOWAS Member State or the ECOWAS Energy Protocol in complying with the provisions thereof.

ARTICLE 23: REGULATORY AFFAIRS

Any regulatory agency having utility rates or services jurisdiction over a Member may participate fully in all activities of the WAPP Organization, including

participation at the meetings of the General Assembly. These representatives shall have all the same rights as Members except the right to vote. Participation includes the designation of representatives by each of the regulatory jurisdictions to participate in any meeting of the Members Advisory Committee.

23.1 Retention of Member State Regulatory Jurisdiction

Nothing in the formation or operation of WAPP Organization under the auspices of the ECOWAS Energy Protocol is in any way intended to diminish existing regulatory jurisdiction and authority of the Agencies of ECOWAS member states or the Regional Regulatory Development Office to be established pursuant to A/DEC.6/01/05 of the Heads of States and government of ECOWAS. Regulatory bodies of each ECOWAS member state expressly reserve the right to exercise all lawful means available to protect their existing jurisdiction and authority.

23.2 Retention of Other Regulatory Jurisdiction

Nothing in the formation or functioning of the WAPP Organization under the auspices of the ECOWAS Energy Protocol is in any way intended to diminish the jurisdiction or authority of any other regulatory body.

CHAPTER VII : FINAL DISPOSITIONS

ARTICLE 24 : AMENDMENTS TO ARTICLES OF AGREEMENT

This Articles of Agreement may not be modified except by the General Assembly only upon thirty (30) days written notice to the Membership of the proposed modification(s).

Approval of amendments to the Articles of Agreement by the General Assembly must be by two-thirds majority vote of the Members present and voting. Two-thirds of the General Assembly shall constitute a quorum; provided that a lesser number may adjourn the meeting to a later time.

ARTICLE 25 : STATUTE

The WAPP organisation is created within the framework of provisions in the revised ECOWAS Treaty as an International Public Organisation and shall benefit from all the diplomatic immunities in the performance of its functions within the territory of ECOWAS Member States.

The Member States collectively confer international judicial power to WAPP.

The WAPP will possess in each Member State:

- the judicial capacity necessary to perform its function provided for in this Articles of Agreement ;
- the capacity to conclude contracts and acquire tangible and intangible assets, and to use and dispose of them;

In the exercise of its judicial power defined in the present Articles of Agreement, the WAPP shall be represented by the Secretary General.

The Secretary General shall perform the necessary formalities to ensure recognition of the WAPP judicial statute in all the Member States.

ARTICLE 26 : EFFECTIVE DATE AND TRANSITIONAL PROVISIONS

26.1 Effective Date

This Articles of Agreement shall become effective upon the adoption by the ECOWAS Summit of Heads of State and Government.

This Articles of Agreement hereby cancel and supersede WAPP Inter-Utility Agreement dated March 2001, provided that this Articles of Agreement do not relieve any Member from any financial obligation incurred there-under.

26.2 Transitional Provisions

During the transitional period, which period commences from the date of coming into force of this Articles of Agreement until the appointment of a Secretary General, the ECOWAS Secretariat shall second one of its permanent staff members to serve on a full time basis as Interim Secretary General for the WAPP Organization. The Staff and Financial Rules and Regulations of the ECOWAS Secretariat shall govern the WAPP during the transitional period.

In order to reduce the cost of implementation of WAPP structures, the WAPP Observatory in Cotonou will serve as the provisional Headquarters of the WAPP General Secretariat and Information Coordination Centre.

The financial resources of the WAPP General secretariat will be put into a WAPP account to be opened in the host country.

A Headquarters Agreement will be signed between WAPP and the Republic of Benin.

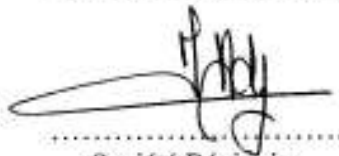
During the formative period WAPP will be financed by:

- Contributions from the Utilities
- Contributions from the ECOWAS Secretariat
- Contributions from WAPP Donors
- Grants and Foundations

Binding obligations entered into by authority of Officers or the Executive Board under this Articles of Agreement are hereby assumed, and confirmed, as obligations of the WAPP Organization under this Articles of Agreement.

Done in good faith on this 6th day of July 2006 by :

La Directrice Générale



.....
Société Béninoise
d'Énergie Électrique
(SBEE)

Le Directeur Général



.....
Société Nationale
d'Électricité du Burkina
(SONABEL)

Le Directeur Général



.....
Société d'Opération
Ivoirienne d'Électricité
(SOPIE)

Le Directeur Général

.....
Compagnie
Ivoirienne d'Électricité
(CIE)

Le Directeur Général

.....
AZITO - ENERGIE
Côte d'Ivoire

Le Directeur Général

.....
CIPREL
Côte d'Ivoire

Le Directeur Général



.....
Société de Gestion du Patrimoine
du Secteur de l'Électricité
(SOGPE)

The Managing Director



.....
Electricity Company Limited
(NAWEC)

The Managing Director

Electricity Company
of Ghana
(ECG)

The Chief Executive

Volta River Authority
(VRA)

Le Directeur Général

Electricité de Guinée
(EDG)

P.O.

Le Directeur Général

Empresa Publica de Electricidade
e Agua de Guine-Bissau
(EAGB)

The Managing Director

Liberia Electricity
Corporation
(LEC)

Le Directeur Général *Adjoint*

Energie du Mali-SA
(EDM)

Le Directeur Général

Société Nigérienne d'Electricité
(NIGELEC)

The Managing Director

Power Holding Company
Of Nigeria
(PHCN)

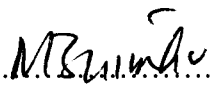
The Chief Operating Officer

.....
Transmission Company
of Nigeria
(TCN)

Le Directeur Général


.....
Société Nationale
d'Electricité du Sénégal
(SENELEC)

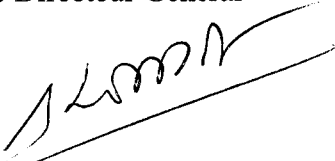
The General Manager


.....
National Power
Authority
(NPA)

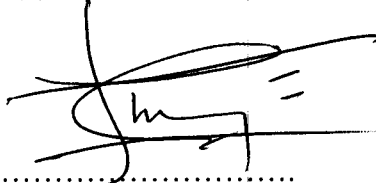
Le Directeur Général

.....
Compagnie Energie
Electrique de Togo
(CEET)

Le Directeur Général


.....
Communauté Électrique
du Bénin
(CEB)

Le Directeur Général


.....
Société de Gestion
de l'Energie de Manantali
(SOGEM)