

European Community Framework Agreement - Amended and Restated March 2003

CONFORMED COPY

TRUST FUNDS AND COFINANCING FRAMEWORK AGREEMENT

between

**THE EUROPEAN COMMUNITY, represented by the COMMISSION OF THE
EUROPEAN COMMUNITIES**

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION,
INTERNATIONAL FINANCE CORPORATION and
MULTILATERAL INVESTMENT GUARANTEE AGENCY**

**Dated November 8, 2001
as amended March 17, 2003**

FRAMEWORK AGREEMENT, dated November 8, 2001 as amended March 17, 2003 between the EUROPEAN COMMUNITY, represented by the COMMISSION OF THE EUROPEAN COMMUNITIES (the Commission), and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (IBRD), the INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), the INTERNATIONAL FINANCE CORPORATION (IFC) and the MULTILATERAL INVESTMENT GUARANTEE AGENCY (MIGA) (IBRD, IDA, IFC and MIGA being hereinafter referred to collectively as the World Bank Group), concerning trust funds and cofinancing.

Whereas the Commission and the World Bank Group entities have cooperated in the financing of development projects and programs and other activities of common interest both through trust funds and other means and have signed and may in the future sign memoranda of understanding regarding their cooperation in projects and programs concerning certain regions, which aim at setting principles and criteria for the selection of those projects and programs;

Whereas the Commission and the World Bank Group entities intend to continue their cooperation in the financing of development projects and programs and other activities of common interest (including under such memoranda of understanding) on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the parties hereto have agreed as follows:

ARTICLE 1

General

Section 1.01. This Agreement applies to all trust funds established after the date of this Agreement by the Commission with IBRD, IDA, IFC or MIGA, unless otherwise agreed in exceptional circumstances by the Commission and the relevant World Bank Group entity.

For the purposes of this Agreement multi-donor trust funds are trust funds where there is more than one donor and the funds are held in one trust fund; single-donor trust funds are trust funds where the European Community is the only donor.

Section 1.02. The different types of trust funds which may fall within the ambit of this Agreement include:

- (a) Trust funds other than those mentioned in (b) below that have long-term global or regional objectives and support a variety of recipient or IBRD or IDA activities, including specific investments, sector policy development, research, advisory services and other technical assistance activities;
- (b) Debt and debt service reduction trust funds that help recipients service their external obligations or reduce their debt to IBRD or IDA or other creditors;
- (c) Trust funds that provide cofinancing for a country-specific investment project or adjustment program assisted by IBRD or IDA;

(d) Technical assistance trust funds that support recipient activities in a specific country such as preinvestment or feasibility studies, project preparation, capacity building, sector studies, or training;

(e) Trust funds other than those mentioned in (a) above that support specific activities of IBRD or IDA such as operational work, research, policy and program analysis, economic and sector studies or training;

(f) IBRD or IDA consultant trust funds and trust funds that support secondments;

(g) Trust funds that support specific IFC/MIGA activities, such as preinvestment or feasibility studies, project preparation, capacity building, sector studies, training or advisory services, either through IFC/MIGA-executed technical assistance programs or through IFC/MIGA-executed project development facilities;

(h) Trust funds that do not fall within one of the foregoing categories but that otherwise contribute to the achievement of the policy, program or institutional objectives of the relevant World Bank Group entity.

Section 1.03. The relevant World Bank Group entity shall administer the trust funds established with it under this Agreement in accordance with the terms of this Agreement. When so agreed hereunder in the case of a specific trust fund, it shall also manage the execution of the project or activities funded by the trust fund, either in its own name or on behalf of the recipient of the trust fund, as the case may be.

Section 1.04. This Agreement also applies to the cofinancing by the European Community after the date of this Agreement of projects and programs financed by IBRD or IDA in those cases that do not involve the establishment of a trust fund. This is more specifically covered in Article 5 hereof.

Section 1.05. The World Bank Group accepts that for each trust fund established hereunder, the Commission publishes on its website the name and address of the relevant World Bank Group entity, the purpose of the trust fund as well as the amount contributed and if relevant the percentage of cofinancing.

ARTICLE 2

Establishment of Trust Funds

Section 2.01. The Commission and the relevant World Bank Group entity will enter into a specific administration agreement for each trust fund provided by the European Community under this Agreement to such World Bank Group entity (an Administration Agreement).

Section 2.02. In the case of a multi-donor trust fund, such Administration Agreement will

be, except for any provision specific to the trust fund and as the Commission and the relevant World Bank Group entity may otherwise agree, in the form attached to this Agreement as attachment 1 and

- where the trust fund has been established by a resolution of the Executive Directors of IBRD or IDA, incorporate the provisions of such resolution by reference; and
- where the trust fund has not been established by a resolution of the Executive Directors of IBRD or IDA, incorporate by attachment the standard provisions applicable to such trust fund as agreed between IBRD or IDA and the donors.
- where the terms and conditions of the trust fund have been approved by the Board of Directors of IFC or MIGA, incorporate such terms and conditions.

Except for such differences as are necessary to accommodate the requirements of the trust fund and the various donors or as otherwise required by the applicable resolution of the Executive Directors of IBRD or IDA, the foregoing, in so far as they pertain to the topics specified in attachment 2 will substantially incorporate the provisions attached to this Agreement as attachment 2 (the "Principles applicable to multi-donor trust funds").

Section 2.03. In the case where the European Community is the only donor to the trust fund, such Administration Agreement will, except for any provision specific to the trust fund, be in the form attached to this Agreement as attachment 3 and will incorporate as an annex the standard provisions attached as attachment 4 (the "Standard Provisions applicable to European Community grants to single donor trust funds").

Section 2.04. No member of the World Bank Group will have any responsibility to the Commission in respect of the responsibilities of any other member of the World Bank Group to the Commission under this Agreement.

ARTICLE 3

Efficient use of the funds

Section 3.01. In order to provide flexibility in the administration of the funds provided under this Agreement so as to maximize the use of funds deposited with IBRD under this Agreement, IBRD may, on behalf of the World Bank Group entity or entities involved, utilize the funds deposited under this Agreement for one project or activity (the first project) to pay for expenditures needed under another project or activity (the second project) financed by the European Community under this Agreement, including those expenditures to be financed by the final payment to be made by the Commission in respect of such second project, in cases where it is not anticipated that the funds so deposited will be needed to pay for expenditures under the first project or activity within

the next six month period.

Section 3.02. IBRD shall notify the Commission in writing before effecting any such utilization of funds, and may proceed with it if the Commission does not notify IBRD that it opposes it within five (5) working days after receipt of IBRD's notice to the Commission. In those cases where IBRD does effect such utilization of funds, IBRD shall, on behalf of the World Bank Group entity or entities involved, then refund to the first project an equivalent amount as soon as it has been made available by the Commission for the second project.

Section 3.03. To the extent that interest income is not earned on the funds deposited for the first project as a result of the utilization of such funds for the second project, the IBRD, on behalf of the World Bank Group entity or entities involved, shall deduct from the funds deposited for the second project or from any investment income earned on the funds provided for the second project prior to their disbursement for the second project a corresponding amount and credit such amount to the funds for the first project.

ARTICLE 4

Equal treatment of donors for multi-donor trust funds

Section 4.01. In the case of a multi-donor trust fund, except as otherwise provided in the resolution or standard provisions for such trust fund or in the Administration Agreement for such trust fund, the same conditions will apply to all donors to the trust fund, including, without limitation, those pertaining to procurement and recovery of administrative costs.

Should the World Bank Group entity subsequently agree with any other donor to such trust fund conditions more favorable than those contained in the Administration Agreement for such trust fund, the relevant World Bank Group entity shall so inform the Commission and such more favorable conditions shall apply to the Administration Agreement for such trust fund.

ARTICLE 5

Cofinancing not involving Trust Funds

Section 5.01. The European Community may provide cofinancing for projects and programs financed by IBRD or IDA in cases that do not involve the establishment of trust funds. In such cases, the European Community will provide its cofinancing directly to the recipient of the European Community's financing. Procurement will follow the Commission's procedures. The Commission and IBRD or IDA, as the case may be, will cooperate with each other to ensure that the project or program will be implemented effectively and efficiently.

Section 5.02. IBRD or IDA, as the case may be, will invite representatives of the

Commission to participate in missions relating to projects cofinanced by the European Community and keep the Commission informed of the findings of such missions. IBRD or IDA, as the case may be, and the Commission will keep each other informed of any significant modification of the terms of their respective agreements with the recipient for the project cofinanced and of the exercise of any contractual remedies thereunder.

ARTICLE 6

Administrative cost recovery

Except as the World Bank Group and the Commission may otherwise agree, the administrative cost recovery provisions included in the Administration Agreement for a trust fund established under this Agreement shall provide for compensation in accordance with the following:

(a) for trust funds mentioned under Section 1.02(a) of the Agreement:
5% up to 30 million USD equivalent, or to be determined for each trust fund above that amount and, in the case of a multi-donor trust fund, either through a flat percentage rate or through the combination of a flat percentage rate and a budget for a management structure specific to the trust fund, as specified in the relevant resolution or standard provisions;

(b) for trust funds mentioned under Section 1.02(b) of the Agreement:
0%;

(c) for trust funds mentioned under Section 1.02(c) of the Agreement:
2% up to 30 million USD equivalent, or to be determined for each trust fund above that amount;

(d) for trust funds mentioned under Section 1.02(d) of the Agreement:
5% up to 30 million USD equivalent, or to be determined for each trust fund above that amount;

(e) for trust funds mentioned under Section 1.02(e) of the Agreement:
5% up to 30 million USD equivalent, or to be determined for each trust fund above that amount;

(f) for trust funds mentioned under Section 1.02(f) of the Agreement:

5%;

(g) for trust funds mentioned under Section 1.02(g) of the Agreement:
5% for technical assistance trust funds;

3.5% for IFC/MIGA executed project development facilities;

(h) for trust funds mentioned under Section 1.02(h) of the Agreement: 5% up to 30 million USD equivalent, or to be determined for each trust fund above that amount.

The foregoing administrative cost recovery provisions shall also apply to additional amounts contributed by the Commission to trust funds established prior to the date of the first amendment to this Agreement, in those cases where such additional contributions are not included in the Administration Agreement for the trust fund; provided that any such additional contributions for a multi-donor trust fund mentioned in Section 1.02(a) of the Agreement shall remain subject to the cost recovery provisions included in the Administration Agreement for such trust fund. It is understood that the foregoing administrative cost recovery provisions for IBRD/IDA trust funds up to 30 million USD equivalent are for trust funds for which IBRD/IDA would provide standard trust fund administrative services, and that the compensation to be charged for any such trust funds where IBRD/IDA would not provide standard trust fund administrative services would be agreed on a case-by-case basis between the Commission and IBRD/IDA. It is understood that the above administrative cost recovery provisions are for the purpose of providing compensation to the World Bank Group for the cost of administering trust funds and not for the costs incurred by the World Bank Group in implementing trust fund activities. In those cases where the relevant World Bank Group entity incurs costs in implementing a trust fund or where the Commission and the World Bank Group entity agree that the World Bank Group entity is to provide administrative services beyond those that would normally be provided by the Bank, the Commission and the World Bank Group entity shall agree on the additional compensation to be paid to the World Bank Group entity for such costs.

The parties acknowledge that the Commission's applicable rules preclude the Commission paying compensation for the cost of administering trust funds in excess of 7%.

ARTICLE 7

Consultation

Section 7.01. The Commission and each of the World Bank Group entities shall consult with each other from time to time as necessary on all matters arising out of this Agreement pertaining to them. The Commission and each of the World Bank Group entities shall hold consultative meetings not less than once a year in order to promote a regular exchange of information, as the case may be through existing consultation mechanisms.

Section 7.02. As part of such consultation each World Bank Group entity shall provide the Commission with updated lists of projects and activities financed under this

Agreement including summary financial information thereon.

Section 7.03. The Commission and the World Bank Group entities may exchange officials through their respective secondment programs, including in order to assist in the administration of the projects or activities financed under this Agreement.

ARTICLE 8

Effectiveness - Termination

Section 8.01. This Agreement will be effective on the date of its signature by all parties.

Section 8.02. This Agreement shall have an initial term of three years after signature unless earlier terminated pursuant to Section 8.03. This agreement may be extended for further periods upon mutual agreement between the parties. Not later than six months prior to the end of each such term, the Commission and the World Bank Group entities shall consult each other regarding the extension of the Agreement for a further term.

Section 8.03. This Agreement may be terminated by the Commission in its entirety or in respect of any of IBRD/IDA, IFC or MIGA upon giving six (6) months' prior written notice to that effect to the affected World Bank Group entity. Any of IBRD/IDA, IFC or MIGA may terminate this Agreement with respect to themselves upon giving six (6) months' prior written notice to that effect to the Commission.

Section 8.04. Unless the affected parties agree on another course of action, any Administration Agreement entered into before the termination of this Agreement shall not be affected by such termination.

ARTICLE 9

Communications

All written communications in respect of this Agreement will be directed to the following addresses:

For the Commission:

Commission of the European Communities
EuropeAid Co-operation Office
Rue de la Loi, 200
1049 Bruxelles
Belgique

Facsimile No. (32) 2.296.63.60

Attention: Director, Operational Support

For IBRD/IDA:

International Bank for Reconstruction and Development
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.

Facsimile No. (202) 477-7019

Attention: Manager, Trust Funds Strategy and Donor Relations
Resource Mobilization and Cofinancing

For IFC:

International Finance Corporation
2121 Pennsylvania Avenue, N.W.
Washington, D.C. 20433
U.S.A.

Facsimile No. (202) 974-4344

Attention: Director, Trust Funds Department

For MIGA:

Multilateral Investment Guarantee Agency
1800 G Street, N.W.
Washington, D.C. 20433
U.S.A.

Facsimile No. (202) 522-2620

Attention: Director Finance and Chief Financial Officer

ARTICLE 10

Dispute resolution

The affected parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement or any Administration Agreement, including their existence, validity or termination. In default of amicable settlement, any affected party may refer the matter to arbitration in accordance with the

By: Romano PRODI

Date: November 8, 2001

as amended March 17, 2003

By: James D. WOLFENSOHN

Date: November 8, 2001

as amended March 17, 2003

ATTACHMENT 1

FORM OF ADMINISTRATION AGREEMENT FOR EUROPEAN COMMUNITY GRANTS TO TRUST FUNDS WITH MORE THAN ONE DONOR

ADMINISTRATION AGREEMENT

Article 1

Subject and amount of the Grant

Section 1.01. In pursuance of the Trust Fund and Cofinancing Framework Agreement between the European Community, represented by the Commission of the European Communities (the Commission), and the International Bank for Reconstruction and Development, the International Development Association, the International Finance Corporation and the Multilateral Investment Guarantee Agency (collectively, the World Bank Group) dated November 8, 2001 as amended March 17, 2003 (the Framework Agreement), the Commission hereby agrees to make available a grant (the Grant) of _____, to be administered by the [insert name of relevant World Bank Group entity] for the _____ (Trust Fund No and name)

Section 1.02. The [insert name of relevant World Bank Group entity] shall administer the Grant in accordance with the provisions of the Framework Agreement and of Choose the relevant option and delete the other. For Administration Agreements to be concluded with IFC any further terms and conditions may either be incorporated in the Administration Agreement (in which case Section 1.02 shall be deleted) or attached to it (in which case option 2 will be chosen).

- the resolution for the trust fund adopted by the Executive Directors of the [insert name of the relevant World Bank Group entity] (the "Resolution") ;or

- the attached standard provisions agreed between the [insert name of the relevant World Bank Group entity] and the donors (the "Standard Provisions"), Attach only the standard provisions for the trust fund and not attachment 2 to the Framework Agreement.

except as otherwise provided herein.

Section 1.03. The Grant shall be used exclusively for the following purposes:

Article 2
Payment schedule and modalities

Section 2.01. Payments shall be made as follows:

Option 1 Choose one of the options available and delete the paragraphs which are not applicable.:

The payment schedule shall be the same as for all donors to the trust fund as specified in the [Resolution/Standard Provisions].

Option 2, in case the [Resolution/Standard Provisions] do(es) not specify a payment schedule:

Option 2.1: applicable to trust funds with an anticipated duration of one year or less

An advance payment of _____, representing 100% of the total Grant amount shall be payable within 45 days following signature of this Administration Agreement and receipt by the Commission of a payment request.

Option 2.2: applicable to trust funds with an anticipated duration of more than one year

An advance payment of _____, representing 50% of the total Grant amount shall be payable within 45 days following signature of this Administration Agreement and receipt by the Commission of a payment request.

An intermediate payment For trust funds with anticipated durations of more than two years there may be more than one intermediate payment. of _____, representing X% of the total Grant shall be made within 45 days following the receipt by the Commission of a payment request accompanied by written confirmation that 50% of the total funds available for the trust fund as of the date of this Administration Agreement (including the Grant) have been the subject of legal commitments and provided that the applicable requirements as regards submission and approval of reporting and planning documents as of the date of the request have been satisfied.

The final payment of _____, representing $100 - (50 + X)\%$ of the total Grant shall be made within 45 days following the receipt by the Commission of a payment request accompanied by written confirmation that $(50 + X)\%$ of the total funds available for the trust fund as of the date of this Administration Agreement (including the Grant) have been the subject of legal commitments and provided that the applicable requirements as regards submission and approval of reporting and planning documents as of the date of

the request have been satisfied.

Section 2.02. Reports shall be deemed approved if the Commission has not reacted within 45 days of receiving them. If the Commission does not intend to approve a report, as submitted, it shall revert to the World Bank Group entity specifying the additional information it requires within such deadline. The deadline for approving the report shall be suspended pending the receipt of the requested information.

If the Commission deems that a payment request cannot be met, it shall revert to the World Bank Group entity with a request specifying the additional information it requires within the 45-day payment period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Section 2.03. All payments shall be made in Euro, to the following bank account:

Bank of America NT and SA
Main Branch
P.O. Box 407
1 Alie Street
London E1 8DE
United Kingdom

Swift Bic Code: BOFAGB22
Account Number: 165050-62952017
Internal Route Code: BOFALO

Or to any other bank account notified by [insert name of the relevant World Bank Group entity] and accepted by the Commission.

Article 3 Completion date

It is expected that an amount of the trust fund equal to the Grant funds will be fully utilized in accordance with the provisions of this Administration Agreement by _____ (the Completion Date). The [insert name of relevant World Bank Group entity] shall only disburse the Grant funds (i.e. the European Community's pro rata share of the funds remaining in the trust fund, including any investment income added thereto), for the purposes of this Administration Agreement after such date upon the prior written approval of the Commission.

Article 4 Visibility

All contracts or grant agreements entered into by the World Bank Group entity in relation to activities financed under the trust fund, all publications, training programmes, seminars

or symposia financed under the trust fund, and all press releases or other information materials issued by the World Bank with respect to the trust fund shall clearly indicate that the activities in question have received funding from the European Community. Insert any specific visibility requirements for the European Community's contribution to the project or program.

Article 5

Administrative costs recovery arrangements

Section 5.01.

For IBRD/IDA

In order to assist in the defrayment of the costs of administration and other expenses incurred by IBRD/IDA in administering the trust fund, IBRD/IDA may recover such costs and expenses in accordance with the [Resolution/ Standard Provisions].

For IFC/MIGA

In order to assist in the defrayment of the costs of administration and other expenses incurred by IFC/MIGA in administering the trust fund, IFC/MIGA may retain from the amounts received from the Commission an amount equal to [insert the relevant percentage specified in the Framework Agreement] multiplied by the amounts received.

Section 5.02. No other administrative or staff cost of the relevant World Bank Group entity may be charged by the World Bank Group entity except as expressly agreed to by the donors.

Section 5.03. In the event the World Bank Group entity has not fully utilized the amounts deposited into the trust fund, the amount retained to cover administration cost shall be adjusted to be based on the actual amounts disbursed by the World Bank Group entity and the latter shall deposit back the difference into the trust fund.

Article 6

Financial Audit and Control

Section 6.01. Financial transactions and financial statements with respect to the Grant shall be subject to the internal and external auditing procedures laid down in the financial regulations, rules and directives of the World Bank Group entity. A copy of the audited financial statements with respect to the funds provided by the European Community to the World Bank Group entity hereunder shall be submitted to the Commission by the IBRD, on behalf of the World Bank Group entity.

Section 6.02. IBRD, on behalf of the World Bank Group entity, shall:

(i) keep financial and accounting documents concerning the activities financed by the

trust fund ; and

(ii) make available to the competent bodies of the European Community upon request, all relevant financial information, including statements of accounts concerning the project or activity financed by the trust fund (whether executed by such World Bank Group entity or by a subcontractor).

Section 6.03. In conformity with its financial regulations, the European Community may undertake, including on-the-spot, checks related to the projects and activities financed by the trust fund.

Section 6.04. The foregoing shall be applied in accordance with the agreement on verification missions between the parties as attached to the Framework Agreement (attachment 5).

Article 7

Communications and addresses

The offices responsible for coordination of all matters related to this Administration Agreement are:

For [name of Commission]:

For the [insert name of relevant World Bank Group entity]:

Payment requests and the reports attached to them should be sent to:
(address of the relevant financial/operational unit of the Commission)

Article 8

Effectiveness and termination

Section 8.01. The Administration Agreement will be effective on the date of its signature by all parties until two (2) years after the completion date.

Expenses financed under this Administration Agreement must have been incurred after the date of effectiveness of the trust fund.

Section 8.02. If, at any time, either party determines that the purposes of the Administration Agreement can no longer be effectively or appropriately carried out, this Administration Agreement may be terminated at the initiative of either party by giving the other party three (3) months' prior written notice to this effect.

Upon termination of the Administration Agreement, and unless the parties otherwise agree, any agreement entered into between the World Bank Group entity and any third party prior to receipt of the notice of termination of this Administration Agreement shall not be affected by the termination and the World Bank Group entity shall be entitled to

continue to receive and disburse the Grant funds (i.e. the European Community's pro rata share of the funds deposited in the trust fund including any investment income added thereto) in respect of such agreements to the extent necessary in order to fulfill its obligations under such agreements as if the Administration Agreement had not been so terminated.

Section 8.03. Following the Completion Date, unless the Commission has otherwise agreed pursuant to Article 3, or the termination of the Administration Agreement or the trust fund, whichever is earlier, IBRD, on behalf of the World Bank Group entity, will promptly refund to the Commission the balance of the Grant funds (i.e. the European Community's pro rata share of the funds remaining in the trust fund including any investment income added thereto).

Article 9 Commission liability

Otherwise than for failure to perform its obligations set forth in the administration agreement or the relevant resolution or standard provisions for the trust fund, the Commission shall not under any circumstances whatever be liable for damages caused either to the World Bank Group entity or third parties, during the performance of the administration agreement. No claim can be submitted to the Commission for compensation or for restoration of any such damage or loss.

Article 10 Annexes

Section 10.01. The following documents are annexed to this Administration Agreement and form an integral part thereof:

Annex I: the Resolution or the Standard Provisions

Annex II: Form of Request for payment

Section 10.02 In the event of a conflict between the provisions of the Annexes and those of the Administration Agreement, the provisions of the Administration Agreement shall take precedence. In the event of a conflict between the provisions of Annex I and those of other annexes, the provisions of Annex I shall take precedence.

This agreement is drawn up in two originals, one for each party. It may be amended only by written agreement of the parties hereto.

European Community, represented by the
Commission of the European Communities

By: _____
Authorized Representative

Date: _____

[International Bank for Reconstruction and Development/
International Development Association]
[International Finance Corporation]
[Multilateral Investment Guarantee Agency]

By: _____
Authorized Representative

Date: _____

ATTACHMENT 2

Principles applicable to multi-donor trust funds

Except for such differences as are provided for in accordance with Article 2.02 of the Framework Agreement, the terms and conditions of the Resolution or Standard Provisions governing any trust fund, pertaining to the topics specified in this attachment, will substantially incorporate the provisions below.

General obligations of the World Bank Group entity and liabilities

The World Bank Group entity will administer the funds provided by the donor in accordance with the provisions of the administration agreement and the relevant resolution or standard provisions for the trust fund.

The World Bank Group entity will be responsible only for performing those functions specifically set forth in the Administration Agreement and this Attachment, and will not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in the Administration

Agreement and in this Attachment will be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

Deposit of funds and investment income

Upon request from the World Bank Group entity, the donor shall deposit the funds to be administered by the World Bank Group entity for each project and activity to be financed by the donor in accordance with the payment schedule set forth in the relevant administration agreement, as amended from time to time.

When making deposits, the donor will instruct the bank with which the deposit is made to advise IBRD's Treasury Operations Department as to the amount and date of the deposit and the name and reference number of the activity for which the deposit is made (as set forth in the administration agreement). The donor will also send a copy of its instruction to the Chief of the Trust Funds Division in IBRD (fax no. 202-477-7163).

The funds deposited may be commingled with other trust fund assets administered by any World Bank Group entity but shall be kept separate and apart from the funds of each of the World Bank Group entities.

The World Bank Group entity may exchange any funds held hereunder for other currencies in order to facilitate their administration and disbursement.

IBRD shall, on behalf of the World Bank Group entity, invest and reinvest the funds provided by the donors hereunder pending their disbursement, in accordance with IBRD's policies and procedures for the investment of trust funds. The investment income shall be added to the amount of the trust fund and, to the extent provided for in the Resolution or Standard Provisions used for the same purpose or to defray the costs of administering the trust fund.

Financial statements relating to the Trust Fund

The World Bank Group entity shall maintain separate records and ledger accounts in respect of the funds deposited by the donor and disbursed by the World Bank Group entity for the project or activity.

Within ninety (90) days of each March 31, June 30, September 30 and December 31 during the term of the trust fund, IBRD on behalf of the World Bank Group entity, shall prepare an unaudited financial statement with respect to the funds deposited by the donors to the trust fund (including investment income attributable thereto) and forward a copy to the donors.

Each such unaudited financial statement shall be expressed in the currency in which the funds are maintained by the World Bank Group entity and shall refer to the name and

number of the project or activity as set forth in the relevant administration agreement.

Procurement

The procurement of any goods, works or services to be financed by the trust fund shall be carried out in accordance with the applicable policies and procedures of the World Bank Group entity.

The administration and enforcement of all provisions of any agreement entered into between the World Bank Group entity and a third party that is financed by the trust fund shall be the responsibility solely of the World Bank Group entity and shall be carried out in accordance with its applicable procedures.

ATTACHMENT 3

FORM OF ADMINISTRATION AGREEMENT FOR TRUST FUNDS TO WHICH THE EUROPEAN COMMUNITY IS THE ONLY DONOR

ADMINISTRATION AGREEMENT

Article 1

Subject and amount of the Grant

Section 1.01. In pursuance of the Trust Fund and Cofinancing Framework Agreement between the European Community, represented by the Commission of the European Communities (the Commission), and the International Bank for Reconstruction and Development, the International Development Association, the International Finance Corporation and the Multilateral Investment Guarantee Agency (collectively, the World Bank Group) dated November 8, 2001 as amended March 17, 2003 (the Framework Agreement), the Commission hereby agrees to make available a grant (the Grant) of _____, to be administered by the [insert name of relevant World Bank Group entity] for the _____ (Trust Fund No and name).

Section 1.02. The [insert name of relevant World Bank Group entity] shall administer the Grant in accordance with the provisions of the Framework Agreement and of the attached Standard Provisions.

Section 1.03. The Grant shall be used exclusively for the following purposes:

Article 2

Payment schedule

Section 2.01. Payments shall be made as follows:

Option 1: Choose one of the options available and delete the paragraphs which are not applicable. applicable to trust funds with an anticipated duration of one year or less

An advance payment of _____, representing 100% of the total Grant amount shall be payable within 45 days following signature of this Administration Agreement and receipt by the Commission of a payment request.

Option 2: applicable to trust funds with an anticipated duration of more than one year

An advance payment of _____, representing 50% of the total Grant amount shall be payable within 45 days following signature of this Administration Agreement and receipt by the Commission of a payment request.

An intermediate payment For trust funds with anticipated durations of more than two years there may be more than one intermediate payment. of _____, representing X% of the total Grant shall be made within 45 days following the receipt by the Commission of a payment request accompanied by written confirmation that 50% of the total funds available for the trust fund have been the subject of legal commitments and provided that the applicable requirements as regards submission and approval of reporting and planning documents as of the date of the request have been satisfied.

The final payment of _____, representing $100 - (50 + X)\%$ of the total Grant shall be made within 45 days following the receipt by the Commission of a payment request accompanied by written confirmation that $(50 + X)\%$ of the total funds available for the trust fund have been the subject of legal commitments and provided that the applicable requirements as regards submission and approval of reporting and planning documents as of the date of the request have been satisfied.

Section 2.02. Reports shall be deemed approved if the Commission has not reacted within 45 days of receiving them. If the Commission does not intend to approve a report, as submitted, it shall revert to the World Bank Group entity specifying the additional information it requires within such deadline. The deadline for approving the report shall be suspended pending the receipt of the requested information.

If the Commission deems that a payment request cannot be met, it shall revert to the World Bank Group entity with a request specifying the additional information it requires within the 45-day payment period. The payment period shall be suspended pending the registration of a properly formulated payment request.

Section 2.03. The relevant World Bank Group entity shall notify the Commission the investment income earned on the Grant annually on [*insert date*]. IBRD, on behalf of the relevant World Bank Group entity, shall promptly refund such investment income to the

Commission upon request.

Article 3

Completion date

It is expected that the Grant funds will be fully utilized in accordance with the provisions of this Administration Agreement by _____. The [insert name of relevant World Bank Group entity] shall only disburse the Grant funds for the purposes of this Administration Agreement after such date upon the approval of the Commission.

Article 4

Visibility

[Insert any specific visibility requirements for the project or program.]

Article 5

Administrative cost recovery arrangements

The [insert name of the relevant World Bank Group entity] may retain from the amounts received from the Commission an amount equal to [insert the relevant percentage specified in the Framework Agreement to be retained as compensation for administrative costs] multiplied by the amounts received.

Article 6

Communications and addresses

Section 6.01. The offices responsible for coordination of all matters related to this Administration Agreement are:

For the Commission:

For the [insert name of relevant World Bank Group entity]:

Section 6.02. Payment requests and the reports attached to them should be sent to: (address of the relevant financial/operational unit of the Commission)

Article 7

Project information and reporting

For the purposes of Section 5.01 of the Standard Provisions [an updated workplan / schedule of anticipated activities] Delete the phrase which is not applicable. shall be provided with each report.

Article 8

Procurement

The procurement of any goods, works or services to be financed by the trust fund shall be carried out in accordance with the applicable policies and procedures of the World Bank Group entity, the origin of the goods and the nationality of the companies and experts selected for carrying out the activities financed by the trust fund being determined by the parties to a specific Administration Agreement on a case by case basis.

The administration and enforcement of all provisions of any agreement entered into between the World Bank Group entity and a third party that is financed by the trust fund shall be the responsibility solely of the World Bank Group entity and shall be carried out in accordance with its applicable procedures.

Article 9 Annexes

Section 9.01. The following documents are annexed to this Administration Agreement and form an integral part thereof:

Annex I: Description of the operation

Annex II: Standard Provisions applicable to European Community grants to single donor trust funds

Annex III: Budget for the operation

Annex IV: Form of Request for payment

Section 9.02 In the event of a conflict between the provisions of the Annexes and those of the Administration Agreement, the provisions of the Administration Agreement shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, the provisions of Annex II shall take precedence.

This agreement is drawn up in two originals, one for each party. It may be amended only by written agreement of the parties hereto.

European Community, represented by the
Commission of the European Communities

By: _____
Authorized Representative

Date: _____

[International Bank for Reconstruction
and Development/International
Development Association]
[International Finance Corporation]
[Multilateral Investment Guarantee Agency]

By: _____
Authorized Representative

Date: _____

ATTACHMENT 4

Standard Provisions applicable to European Community Grants to single donor trust funds

The following provisions (hereinafter referred to as the "Standard Provisions") will be applicable to all Administration Agreements entered into between a World Bank Group entity and the Commission when providing grants to such entity for a trust fund for which the European Community is the only donor.

ARTICLE 1

General obligations of the World Bank Group entity and liabilities

Section 1.01. The World Bank Group entity that is the party to the Administration Agreement (the "World Bank Group entity") will administer the funds provided by the European Community in accordance with the provisions hereof and the Administration Agreement.

Section 1.02. The World Bank Group entity will be responsible only for performing those functions specifically set forth in the Administration Agreement and this Attachment, and will not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in the Administration

Agreement and in this Attachment will be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

Section 1.03. Otherwise than for failure to perform its obligations set forth herein or in the Administration Agreement, the Commission shall not under any circumstances whatever be liable for damages caused either to the World Bank Group entity or third parties, during the performance of the Administration Agreement. No claim can be submitted to the Commission for compensation or for restoration of any such damage or loss.

Section 1.04. In cases where the World Bank Group entity is to provide the funds to a recipient, the World Bank Group entity shall, as administrator on behalf of the European Community, enter into a grant agreement with the recipient for the provision of such funds to the recipient for the purposes set forth in the Administration Agreement. The World Bank Group entity shall provide a copy of the grant agreement to the Commission. The World Bank Group entity shall be solely responsible for the administration of such grant agreement and shall carry out such administration in accordance with its standard practices.

ARTICLE 2

Deposit of funds and investment income

Section 2.01. Upon request from the World Bank Group entity, the Commission shall deposit the funds to be administered by the World Bank Group entity in accordance with the payment schedule set forth in the Administration Agreement.

All payments shall be made in Euro, to the following bank account:

Bank of America NT and SA
Main Branch
P.O. Box 407
1 Alie Street
London E1 8DE
United Kingdom

Swift Bic Code: BOFAGB22
Account Number: 165050-62952017
Internal Route Code: BOFALO

Or to any other bank account notified by [insert name of the relevant World Bank Group entity] and accepted by the Commission.

When making deposits pursuant to this Section 2.01, the Commission will instruct Bank

of America NT and SA to advise IBRD's Treasury Operations Department as to the amount and date of the deposit and the name and reference number of the activity for which the deposit is made (as set forth in the Administration Agreement). The Commission will also send a copy of its instruction to the Chief of the Trust Funds Division in IBRD (fax no. 202-477-7163).

Section 2.02. Except as the Commission and the World Bank Group entity may otherwise agree and subject to Section 2.04, any funds so deposited by the Commission shall be maintained in Euro.

Section 2.03. The funds deposited pursuant to Section 2.02 above may be commingled with other trust fund assets administered by any World Bank Group entity, provided they may still be identified as such in the records of the World Bank Group entity but shall be kept separate and apart from the funds of each of the World Bank Group entities.

Section 2.04. The World Bank Group entity may exchange any funds held hereunder for other currencies in order to facilitate their disbursement.

Section 2.05. IBRD shall, on behalf of the World Bank Group entity, invest and reinvest the funds provided by the European Community hereunder pending their disbursement, in accordance with IBRD's policies and procedures for the investment of trust funds. The investment income shall be reimbursed to the Commission in accordance with the provisions of section 2.03 of the Administration Agreement or section 8.04 hereof.

ARTICLE 3

Administrative cost recovery arrangements

Section 3.01. In order to assist in the defrayment of the costs of administration and other expenses incurred by the World Bank Group entity in administering the trust funds provided to it hereunder, the World Bank Group entity may retain from the amounts received by the World Bank Group entity from the Commission under the Administration Agreement an amount equal to the percentage specified therein multiplied by the amounts received.

In the event the World Bank Group entity has not fully utilized the amounts received from the Commission, the amount retained shall be adjusted to be based on the actual amounts disbursed by the World Bank Group entity and the latter shall deposit back the difference into the trust fund.

Section 3.02. In addition, the World Bank Group entity may retain from the European Community's contribution such amounts as are required to reimburse the World Bank Group entity for the cost of any external audits not required under the financial regulations, rules and directives of the World Bank Group entity and requested by the Commission. If such cost cannot be met from the foregoing, the World Bank Group entity

shall so inform the Commission before commissioning the audit and the Commission shall pay the World Bank Group entity the amount required for such cost.

Section 3.03. No other administrative or staff cost of the relevant World Bank Group entity may be charged by the World Bank Group entity except as otherwise expressly agreed to by the Commission in the Administration Agreement.

ARTICLE 4

Financial statements relating to the Trust Fund

Section 4.01. IBRD, on behalf of the World Bank Group entity shall maintain separate records and ledger accounts in respect of the funds deposited by the Commission and disbursed by the World Bank Group entity pursuant to the Administration Agreement.

Section 4.02. Within ninety (90) days of each March 31, June 30, September 30 and December 31 during the term of the Administration Agreement, IBRD on behalf of the World Bank Group entity, shall prepare an unaudited financial statement with respect to the funds deposited by the Commission pursuant to the Administration Agreement (including investment income attributable thereto) and forward a copy to the Commission.

Each such unaudited financial statement shall be expressed in the currency in which the funds are maintained by the World Bank Group entity and shall refer to the name and number of the project or activity as set forth in the Administration Agreement.

ARTICLE 5

Project information and reporting

Section 5.01. Except for consultant trust funds, the World Bank Group entity shall provide the Commission with information on the progress and results of its activities financed under the Grant on a semi-annual basis following the signature of the Administration Agreement, and an updated workplan or schedule of anticipated activities (as specified in the Administration Agreement) for the next six-month period.

Section 5.02. In addition, except for consultant trust funds, the World Bank Group entity shall provide the Commission a final report on the project or activity financed under the Grant within six months of the completion or termination of such project or activity. Such final report shall contain details concerning the utilization of the funds provided by the Commission for such project or activity.

Section 5.03. For consultant trust funds, the World Bank Group entity shall provide the Commission semi-annually with the following information with respect to each consultant:

- (a) the name, area of specialty and address of the consultant;
- (b) the purpose and geographic location of the consultant's assignment; and
- (c) the duration of such assignment.

Upon request, the World Bank Group entity shall further provide the Commission with a copy of the terms of reference issued to, and a summary of the report submitted to the World Bank Group entity by, each such consultant.

In addition, within six months of the completion date for a consultant trust fund grant, the World Bank Group entity shall provide the Commission with a final report on the utilization of the grant funds. Such final report shall contain detail on the utilization of the funds provided by the Commission.

Section 5.04. The World Bank Group entity shall promptly inform the Commission of any event which, in its opinion, interferes or threatens to interfere with the successful implementation of any project or activity financed by the Grant.

Section 5.05. Representatives of the Commission shall be invited to participate in supervision missions relating to the project or activity financed under the Grant. The World Bank Group entity shall keep the Commission informed of the findings of such missions and regularly provide the Commission with summaries of any supervision reports resulting from such missions.

ARTICLE 6

Financial Audit and Control

Section 6.01. Financial transactions and financial statements with respect to the Grant shall be subject to the internal and external auditing procedures laid down in the financial regulations, rules and directives of the World Bank Group entity. A copy of the audited financial statements with respect to the funds provided by the Commission to the World Bank Group entity hereunder shall be submitted to the Commission by the IBRD, on behalf of the World Bank Group entity.

Section 6.02. IBRD, on behalf of the World Bank Group entity, shall:

- (i) keep financial and accounting documents concerning the activities financed by the Community hereunder; and
- (ii) make available to the competent bodies of the European Community upon request, all relevant financial information, including statements of accounts concerning the project or activity financed by the Community hereunder (whether executed by such World Bank Group entity or by a subcontractor).

Section 6.03. In conformity with its financial regulations, the European Community may undertake, including on-the-spot, checks related to the project or activity financed by the

Community hereunder.

Section 6.04. The foregoing shall be applied in accordance with the agreement on verification missions between the parties as attached to the Framework Agreement (attachment 5).

ARTICLE 7

Visibility

All contracts or grant agreements entered into by the World Bank Group entity in relation to activities financed under the Grant, all publications, training programmes, seminars or symposia financed under the Grant, and all press releases or other information materials shall clearly indicate that the activities in question have received funding from the European Community. Any additional specific visibility requirement of the Commission shall be set out in the Administration Agreement.

ARTICLE 8

Effectiveness and termination

Section 8.01. The Administration Agreement will be effective on the date of its signature by all parties until two (2) years after the end of activities.

Section 8.02. Expenses financed under the Grant must have been incurred after the date of effectiveness of the Administration Agreement, unless otherwise provided by the Administration Agreement.

Section 8.03. If, at any time, either party determines that the purposes of the Administration Agreement can no longer be effectively or appropriately carried out, this Administration Agreement may be terminated at the initiative of either party by giving the other party three (3) months' prior written notice to this effect.

Upon termination of the Administration Agreement, and unless the parties otherwise agree, any agreement entered into between the World Bank Group entity and any third party prior to receipt of the notice of termination of this Administration Agreement shall not be affected by the termination and the relevant World Bank Group entity shall be entitled to continue to receive and disburse the Grant funds in respect of such agreements to the extent necessary in order to fulfill its obligations under such agreements as if the Administration Agreement had not been so terminated.

Section 8.04. Upon the completion or termination of the project or activity for which the European Community has provided funding hereunder, IBRD, on behalf of the relevant World Bank Group entity, will promptly refund to the Commission any balance remaining of the funding provided by the European Community for such project or activity (including any investment income not previously reimbursed to the Commission pursuant to Section 2.05).

ATTACHMENT 5

AGREEMENT ON VERIFICATION MISSIONS

I - Insertion of verification provisions

It is agreed among the European Community and each World Bank Group entity that for projects and activities administered by such World Bank Group entity and financed or co-financed by the European Community, the following text shall be inserted in all agreements for such financing between the European Community and such World Bank Group entity:

a) Financial transactions and financial statements with respect to the grant shall be subject to the internal and external auditing procedures laid down in the financial regulations, rules and directives of the World Bank Group entity. A copy of the audited financial statements with respect to the funds provided by the Commission to the World Bank Group entity hereunder shall be submitted to the Commission by the IBRD, on behalf of the World Bank Group entity.

b) IBRD, on behalf of the World Bank Group entity shall:

(i) keep financial and accounting documents concerning the activities financed by the Community (or as the case may be by the trust fund); and

(ii) make available to the competent bodies of the European Community upon request, all relevant financial information, including statements of accounts concerning projects and activities financed by the Community (or as the case may be by the trust fund) whether executed by such World Bank Group entity or by a subcontractor.

c) In conformity with its financial regulations, the European Community may undertake, including on-the-spot, checks related to the project or activity financed by the Community (or as the case may be by the trust fund).

II - Interpretation of verification provisions

As regards the above clause, including as incorporated in Section 6.02 (ii) of Attachments 1 and 4 to the Framework Agreement, it is agreed that all financial information relevant to the projects and activities financed by the European Community shall, upon request, be supplied to the European Community. It is understood that the information shall be drawn from accounts and records and will be in a form which makes it possible for the Community to verify the use to which its funds or contributions have been put. It is

further agreed and understood that clarifications, including verification of specific documents, may be requested by the European Community. If so requested by the European Community, each World Bank Group Member will, where appropriate, request its external auditors to respond directly to the European Community in respect of such clarification.

As regards the checks to which reference is made in point I.c) above and in Section 6.03 of Attachments 1 and 4 to the Framework Agreement, it is understood that representatives of the European Community will be given access to the site of the project and/or the headquarters of the World Bank Group, taking into account, in the case of the Commission, the guidelines for on the spot verification under point III below. World Bank Group staff will supply all relevant financial and operational information and will explain to the European Community representatives, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure transparency and accuracy in the account's and to guard against the misuse of funds and fraud. The purpose of such on-the-spot checks is to allow representatives from the Community to be in a position to report to their own institutions and to the European Parliament on the implementation of projects and actions and whether value for money has been obtained. It is understood that such on-the-spot checks will be limited to information on the use of the financing provided by the European Community and is without prejudice to the immunities of the World Bank Group Members as set forth in their respective Articles of Agreement or Conventions.

Any question of application and interpretation of and any dispute arising from this Agreement shall, notwithstanding any provision to the contrary in any future financing agreement between the European Community and a World Bank Group Member, be exclusively resolved by amicable means between the European Community and the relevant World Bank Group Member.

Projects and activities administered by any World Bank Group entity and financed or co-financed by the Community pursuant to financing agreements entered into prior to the date of effectiveness of this Agreement shall be subject to the letter agreement dated May 23, 1994 (Agreement concluded between Mr. De Moor and Mr. Ruddy).

Each party to this Agreement is to bear its own costs under the arrangements.

III - Guidelines for on-the-spot verification missions by Commission services to World Bank Group members

Purpose of verification missions

Commission services which are responsible for financing or co-financing projects administered by the World Bank Group Members are required by the Financial Regulation to verify the legality and regularity of the expenditure and that it is in accordance with the principles of sound financial management. This provision - the verification clause - is contained in financing agreements concluded between the Commission and the World Bank Group Members concerned.

Preparation of the mission

In order to ensure that the Agreement functions satisfactorily, it is important that the missions are carefully prepared, that sufficient notice, at least two months, is given and that the organization to be visited is informed in advance of the projects to be verified. This will ensure that the necessary documentation, which may not be readily available, can be prepared. It will also enable the internal and external auditors to be advised so that the internal auditor, and where possible, the external auditor, is available to assist the mission team. Access to original documentation held by a World Bank Group Member will, subject to such Member's document retention policy, be ensured. The relevant Member will assist the mission team in seeking access to original documentation held by third parties.

Coordination for mission programmes

It is essential that the mission team takes full account of the findings of previous missions to the same organization by other Commission services and the European Court of Auditors. The Commission is taking steps to ensure that the different services are aware of the mission programmes of all the Commission services, including other DGs and of the European Court of Auditors, in order that each service takes appropriate account of the programmes of the other services. It is important to avoid duplication and overlap. The Commission is also exploring the possibility of obtaining and distributing the audit programmes of the World Bank Group Members themselves in order to rationalize the overall audit operation.

Conduct of the mission

The mission should be conducted in a spirit of partnership with the internal auditor and the operational and accounting services of the World Bank Group Member. The mission will be carried out by Commission representatives in a reasonable manner and without creating an undue burden on the World Bank Group Member's regular operations.

The object is not to carry out a full-scale audit of the organization but to verify, by sample-checking, how the European Community funds have been used.

In carrying out these checks, the mission team will work as far as possible in close

collaboration with the internal and external audit services of the relevant World Bank Group Member, which will allow the visual verification by Commission controllers of original justifying vouchers such as invoices, replies to calls for tender, proof of payments, curricula vitae, justifying vouchers in the case of sub-contracting etc.

The mission team has access to all original documents, without exception, for verification purposes. Documents will only be photocopied if this is necessary and copies will not be taken of documents which the relevant World Bank Group Member considers particularly sensitive.

In cases where the mission team identifies serious problems of mismanagement, irregularity, weaknesses in the control systems and procedures, or where they consider it necessary to take photocopies of particularly sensitive documents, they will request the external auditor to examine the matters in accordance with the first paragraph of point II of this Attachment 5.

Procedure for dealing with problems arising during a mission

If problems arise concerning access to documentation or any other aspect of the Agreement, the mission team should contact immediately the responsible Director at Commission headquarters in order that difficulties may be resolved without delay and the mission completed on time.

