Mr. Jean-Yves Grosclaude  
Manager, DOE  
Agence Francaise de Developpement  
5 Rue Rolland Barthes  
75598 Paris Cedex 12  
France

Trust Fund Administration Agreement between the Agence Francaise de Developpement and the International Bank for Reconstruction and Development and the International Development Association concerning the Sub-Saharan Africa Transport Policy Program (SSATP) – Second Development Plan Multi-Donor Trust Fund (TF No. 070961)

Dear Mr. Grosclaude:

1. We are pleased to acknowledge on behalf of the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”) that the Agence Francaise de Developpement (the “Donor”) shall make available as a grant the sum of five hundred thousand Euros (EUR500,000) (the “Contribution”) for the Sub-Saharan Africa Transport Policy Program Trust Fund (SSATP) (the “Trust Fund”) in accordance with the terms of this Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Agreement.


3. The Donor shall deposit the Contribution into such bank account designated by the Bank promptly following countersignature of this Agreement by the Donor and submission of a payment request by the Bank.

4. When making such deposit, the Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for TF No. 070961 (the Multi-Donor Trust Fund for the Sub-Saharan Africa Transport Policy
Program (SSATP), and the date of the deposit (the “Deposit Instruction”). In addition, the Donor shall provide a copy of the Donor’s Deposit Instruction to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

5. The Bank shall convert the Contribution funds into the holding currency of the Trust Fund, namely United States Dollars, promptly upon receipt of the Contribution funds and the Deposit Instruction containing the information specified in paragraph 4 at the exchange rate obtained by the Bank on the date of the conversion. Where the Contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

6. Except as provided for in paragraph 4 above, any notice, request or other communication to be given or made under this Agreement shall be in writing and delivered by mail, facsimile or e-mail to the respective party’s address specified below or at such other address as such party notifies in writing to the other party from time to time:

For the Bank:

The World Bank
1818 H Street, NW
Washington, DC 20433, U.S.A.

Tel: 1-202-458-4147
Email: zsamara@worldbank.org

Attn: Mrs. Zeina A. Samara
Co-financing Officer
AFTTR

For the Donor:

Arnaud Desmarchelier
Senior Engineer, TED
Agence Francaise de Developpement
5 Rue Rolland Barthes
75598 Paris Cedex 12
France

Tel: +33 (0)1 53 44 35 14
Fax:
Email: desmarchelier@afd.fr

7. All annexes hereto constitute an integral part of this Agreement. This Agreement may be amended only in writing between the Bank and the Donor; provided, however,
that such annexes may be amended only with the agreement of all donors contributing to
the Trust Fund.

8. Please confirm your agreement with the foregoing, on behalf of the Donor, by
signing, dating, and returning to us the enclosed copy of this Agreement. Upon receipt by
the Bank of the copy of this Agreement countersigned by you, this Agreement will
become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Jamal Saghir
Director: Sustainable Development
Africa Region

AGREED:

AGENCE FRANÇAISE DE DÉVELOPPEMENT

[Signature]
By: ____________________________ Date: 10/10/2012
Name: Jean-Yves Grosclaude
Title: Manager DOE
Annex 1

Description of Activities and Expenditures under the Multi-Donor Trust Fund for
SSATP – Second Development Plan 2008-2011

1. Program Objectives

The Trust Fund supports the Second Development Plan (2008-2011) of the Sub-Saharan Africa Transport Program (SSATP), which objectives are to facilitate policy development and related capacity-building in the transport sector of Sub-Saharan Africa, leading to safe, reliable, and cost-effective transport, contributing to regional integration, poverty reduction, and economic growth in Africa.

2. Program Activities

Under the SSATP Framework described in the Second Development Plan 2008-2011, the SSATP work programs are grouped within three outputs reflecting the refocus of the Program: (i) Comprehensive pro-poor and pro-growth transport sector policies and strategies adopted at regional and country level; (ii) effective institutional and financial arrangements adopted for safe, reliable, affordable and accessible road transport services and infrastructure; and (iii) trade facilitation measures adopted and implemented in major regional transit corridors.

The Program activities below may be revised by the SSATP Board, as deemed necessary to achieve the Program objectives. The Program activities will include:

Output 1: Comprehensive pro-poor and pro-growth transport sector policies and strategies adopted at regional and country level

1. Documenting application and impact of the Poverty Reduction and Transport Strategy Review (PRTSR) and disseminating good practices.
2. Review of the transport sector strategy in selected countries that are updating their national transport policies to be responsive to their Poverty Reduction Strategy and be pro-poor pro-growth.
3. Developing methodology for pro-poor pro-growth transport strategy based on lessons learnt and to be drawn from selected countries (Burkina Faso, DR Congo, Mozambique and Swaziland) and replicate good practices.
4. Supporting SSATP coordinators to pursue PRTS reviews regularly before national Poverty Reduction Strategies are updated.
5. Establishing knowledge base on the impact of transport on climate change in the African context, increasing awareness on transport policies responding to climate change, and disseminating the results.
6. Developing effective Road Safety policies, strategies and action plans in selected countries (Burkina Faso, DR Congo, and Swaziland, Cameroon, Mali, Mozambique and Uganda) and replicating good practices.
7. Road Safety good practice dissemination and strengthening Road Safety practitioners’ network.
8. Documenting good practice on performance monitoring, and disseminating and developing impact monitoring methodologies.
9. Establishing web based transport data repository for MDG related transport indicators.

**Output 2: Effective institutional and financial arrangements adopted for safe, reliable, affordable and accessible road transport services and infrastructure:**

**Road Management & Financing (RMF)**
10. Assisting associations to promote RMF reforms during 2008 so that they are equipped to take over from SSATP.
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12. Calibrating RONET in 4 francophone countries in order to complete SSATP input and advocate use in country road programs supported by donors.
13. Documenting and disseminating good practices of road agencies and funds in target countries (Ghana, Ethiopia, Tanzania, Mali and Niger).
14. Promoting good practices in institutional setting and financing of road safety.
15. Developing and promoting the application of anti-corruption and good governance processes in the transport sector.

**Rural Transport**
16. Providing technical and financial assistance to the African Rural Transport Association (ARTA) to conduct training and advocate the development and implementation of appropriate policies and strategies of Rural Transport.
17. Refining training materials in rural transport and identify and assisting two centers (anglophone and francophone) to conduct initial training of trainers workshops.
18. Consolidating knowledge and good practices on the regulatory, institutional, and financing framework for the provision of rural transport services and management of rural roads in selected countries (Tanzania, Zambia, Cameroon and Burkina Faso, Ethiopia, Guinea, Malawi, Nigeria), and disseminating outcomes.

**Urban Transport**
19. Raising awareness of other city policy makers, urban transport practitioners to test the policies and strategy recommendations developed by the partners in selected cities (Dakar, Douala, Kampala and Nairobi).
20. Utilizing SSATP identified best policies and strategies to inform the urban transport project design and creation of financing policy to renew urban transport fleets.
21. Consolidate and promote emerging good practices in urban transport in Africa and other regions in partnership with other institutions (i.e. implementation of BRT in Accra, Lagos and Dar es Salaam).

**Output 3: Trade facilitation measures adopted and implemented in major regional transit corridors**
22. Reviewing and testing legal instruments for regional trade facilitation and disseminate through regional economic communities (RECs).
23. Supporting RECs in the process of establishing and strengthening corridor management groups in target corridors (CICOS & Tema-Ouagadougou-Bamako and Lome-Ouagadougou-Niamey).
24. Providing SSATP publications to REC libraries and ensure access to SSATP website.
25. Supporting RECs in the process of establishing and strengthening transit corridor monitoring and observatories in target corridors (Central; CICOS and Niamey - Ouaga- Lomé corridors)

26. Supporting RECs and corridor groups to roll-out monitoring and observatory good practices and development of corridor action plans.

27. Documenting and disseminating good practice examples to reduce the prevalence of HIV/AIDS along regional corridors by engaging private transport operators and non-government organizations (NGOs).

28. Promoting road safety along selected corridors in association with the REC-TCC.

29. Providing knowledge and engaging with RECs, Transport Operators, the private sector, Freight Forwarders and port operators to develop policies and strategies reducing costs on selected corridors and disseminate options on transport logistics cost reduction including utilizing performance logistics indices.

30. Providing assistance to Member States in line with the Ouagadougou Declaration.

**Cross output activities**

31. Inducing policies and strategies developed as part of SSATP in development project and program design.

32. Providing assistance for effectiveness of SSATP national coordination function within sectoral dialogue with countries and donors.

33. Reporting on progress of SSATP activities in member countries.

34. Establishing a knowledge sharing strategy and maintain an effective mechanism for dissemination.

35. Organization and providing assistance for SSATP Annual General Meetings.

**Program Administration and Management**

36. Program management, administration, and technical assistance

**3. Eligible Expenditures**

The Contribution funds may be used to finance the following categories of expenditures for Bank-executed Activities: Associated Overheads, Short Term and Extended Term Consultants, Field Benefits, Contractual Services, Temporary Staff Costs, Coterminal Staff Costs (with and without Indirects), Training, Travel Expenses, Equipment Costs, Media & Workshops Costs and other supervision costs as maybe deemed necessary to supervise recipient executed grants.

For Recipient-Executed activities, the Contribution funds may also be used to finance grants, as defined in the grant agreements with the selected Recipients, goods, consultants’ services including audits, training, and workshops.
Annex 2


The following provisions (hereinafter referred to as the “Standard Provisions”) will be applicable to and form an integral part of all agreements or arrangements entered into between the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”) and donor countries and/or organizations (hereinafter referred to as the “Donors”) that provide grants (referred to as the “Contributions”) to be administered by the Bank for the Multi-Donor Trust Fund for the SSATP – Second Development Plan 2008-2011 (the “Program”).

1. Administration of the Contributions

1.1. The Bank will be responsible only for performing those functions specifically set forth in this Agreement 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 this Agreement will be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

2. Commingling, Exchange and Investment of the Contributions

2.1. The Contribution funds will be accounted for as a single trust fund and will be kept separate and apart from the funds of the Bank. The Contribution funds may be commingled with other trust fund assets maintained by the Bank.

2.2. The Contribution funds may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

2.3. The Bank will invest and reinvest the Contribution funds pending their disbursement in accordance with the Bank’s policies and procedures for the investment of trust funds administered by the Bank. The Bank will credit all income from such investment to the trust fund established under this Agreement to be used for the same purposes as the Contribution funds.

3. Administrative Cost Recovery

3.1. In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Agreement, the Bank may, following deposit of Contribution funds, deduct from such funds and retain for the Bank’s own account an amount equal to two percent (2%) of the Contributions.
3.2. In addition, the Bank will charge to the Trust Fund an amount not to exceed twelve percent (12%) of the total Contributions, representing the actual cost of the program administration and management costs; including coterminous staff training and coterminous staff costs related to the overall management and administration of the program, administrative and managerial related travel and meetings, and organization and support of meetings with Donors but excluding annual meetings.

4. **Grants to Recipients**

4.1. The Bank will, as administrator on behalf of the Donors, enter into grant agreements (the “Grant Agreements”) with one or more entities (the “Recipients”) for the provision of Contribution funds for the purposes of this Agreement and on the terms and conditions set forth in the Grant Agreements. The Bank will furnish a copy of the Grant Agreements to the Donors.

4.2. The Bank will be solely responsible for the supervision of Project activities financed under the Grant Agreements.

4.3. If, in the Bank’s opinion, an amount of the Contribution funds allocated to any of the expenditure categories specified in the Grant Agreement will be insufficient to finance the expenditures for such category, the Bank may reallocate to such category an amount of the Contribution funds then allocated to another category which, in the Bank’s opinion, will not be necessary to meet other expenditures. The Bank will notify the Donors of such a reallocation.

5. **Employment of Consultants and Procurement of Goods**

5.1. For Bank-executed activities, the employment and supervision of consultants and procurement of goods financed by the Contribution funds will be the responsibility solely of the Bank and will be carried out in accordance with its applicable policies and procedures.

5.2. For Recipient-executed activities, the Grant Agreements will provide that the Contribution funds will be used by the Recipients to finance expenditures for goods and services, as the case may be, in accordance with the Bank’s Guidelines on “Procurement under IBRD Loans and IDA Credits” and the Bank’s Guidelines on the “Selection and Employment of Consultants by World Bank Borrowers,” as in effect at the date of the Grant Agreements.

6. **Accounting and Financial Reporting**

6.1. The Bank will maintain separate records and ledger accounts in respect of the Contributions deposited in the trust fund account and disbursements made therefrom.

6.2. The Bank will furnish to the Donors current financial information relating to receipts, disbursements and fund balance in United States dollars with respect to the Contributions via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under this trust fund have been satisfied and the trust fund has been closed, the final financial information relating to receipts, disbursements and fund balance in United States dollars with respect to the Contribution funds will be made available to the Donor via the World Bank’s Trust Funds Donor Center secure website.
6.3. The Bank will provide to the Donors, within six (6) months following the end of each Bank fiscal year, a management assertion together with an attestation from the Bank's external auditors concerning the adequacy of internal control over cash-based financial reporting for trust funds as a whole. The cost of such attestations will be borne by the Bank.

6.4. If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of the trust fund established under this Agreement, the Donor and the Bank will first consult as to whether such an external audit is necessary. The Bank and the Donor will agree on the most appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank will arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, will be paid by the Donor.

6.5. The Bank will provide the Donors with copies of all financial statements and auditors' reports received by the Bank from the Recipients pursuant to the Grant Agreements.

7. Coordination and Project Reporting

7.1. The Bank will provide the Donors with semi-annual report on the progress of activities financed by the Contributions. Within six (6) months of the final disbursement date specified in paragraph 8.1, the Bank will furnish to the Donors a final report on the Project activities.

7.2. The Bank will promptly inform the Donors of any significant modification to the terms of the Grant Agreements and of any contractual remedy that is exercised by the Bank under the Grant Agreements. To the extent practicable, the Bank will afford the Donors the opportunity to exchange views before effecting any such modification or exercising any such remedy.

8. Disbursement Deadline; Cancellation; Refund

8.1. It is expected that the Contribution funds will be fully disbursed by the Bank in accordance with the provisions of this Agreement by June 30, 2013. The Bank will only disburse Contribution funds for the purposes of this Agreement after such date with the written approval of the Donors.

8.2. Any Donor or the Bank may upon three (3) months' prior written notice, cancel all or part of the Donor's pro rata share of any remaining balance of the Contribution funds that is not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Agreement prior to the receipt of such notice, including the Grant Agreements.

8.3. Upon the final disbursement date specified in paragraph 8.1, the Bank will return any remaining balance of the Contribution funds to the Donors on a pro rata basis. In the event of a cancellation of an individual Donor's pro rata share of uncommitted Contribution funds in accordance with paragraph 8.2, the Bank will return such cancelled balance to the Donor.

9. Disclosure

The Bank may disclose this Agreement and information on this trust fund in accordance with the Bank's policy on disclosure of information.

Pursuant to Article 96 – “Essential elements: consultation procedure and appropriate measures as regards human rights, democratic principles and the rule of law”, for countries subject to “appropriate measures” under this article, the SSATP Program Manager must consult with the European Commission regarding the participation of these countries in program activities. Decisions on their involvement will be taken on a case by case basis. The countries in Sub-Saharan Africa currently subject to article 96 appropriate measures are Togo and Zimbabwe. The Commission will notify the Program Manager of any modification to the appropriate measures or the addition and deletion of countries subject to article 96 measures which affect regional programs.

11. Visibility

11.1. All contracts or grant agreements entered into by the Bank in relation to activities financed under the Trust Fund, all publications, training programs, seminars or symposia financed under the Trust Fund, and all press releases or other information materials will clearly indicate that the activities in question have received funding from the donors contributing to this Trust Fund.

11.2. All SSATP publications will include a list of all active donors providing support to the Program on the inside cover of all the above mentioned publications.
Governance Applicable to the Multi-Donor Trust Fund for SSATP – Second Development Plan 2008-2011

The SSATP institutional structure is based on the following arrangements:

- The Program Manager is responsible for the day-to-day implementation of the activities, preparing work plans and budgets. For Recipient-Executed activities, Recipients will be selected in accordance with criteria established by the Program management team, including overall assessment of the capacity and expertise of the potential Recipients applicants. The Program Manager is also responsible of the liaison with the Donors and partner countries and regional institutions. The Program Manager reports to the SSATP Board.

- A Constituent Assembly (CA), comprised of representatives of the Bank and the participating Donors provides strategic guidance, endorses the annual budget and program, and selects the representatives of the Board.

- The SSATP Board comprises representatives of bilateral and multilateral donors, beneficiary countries regional economic communities and the private sector. The SSATP Board meets regularly and is responsible for approving work plans, reviewing progress reports, monitoring Program performance and mobilizing resources for the Program.

- A general assembly (the Annual General Meeting), comprised of SSATP member countries, regional economic communities, all active donors and relevant public and private organizations, takes place once a year to decide on the policy orientation of the Program and priority actions of the annual work programs.