Administration Agreement between the Agence Française de Développement and the International Bank for Reconstruction and Development and the International Development Association concerning the Africa Transport Policy Program – Third Development Plan Multi-Donor Trust Fund (No. TF072340)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Agence Française de Développement (the “Donor”, and together with the Bank the “Parties” and each a “Party”) agrees to provide the sum of one million Euros (EUR 1,000,000) (the “Contribution”) for the Africa Transport Policy Program – Third Development Plan Multi-Donor Trust Fund (No. TF072340) (the “Trust Fund”) in accordance with the terms of this Administration Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Administration Agreement.

2. The Contribution shall be used to finance the activities set forth in the “Africa Transport Policy Program – Third Development Plan Multi-Donor Trust Fund Description” attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Agreement, including the “Standard Provisions” attached hereto as Annex 2 and “Governance” attached hereto as Annex 3.

3. The Donor shall deposit the Contribution promptly following countersignature in the full amount and currency (“Contribution Currency”) specified in Section 1 above into such bank account designated by the Bank upon submission of a payment request by the Bank (such deposit being an “Installment”).

4. When making any deposit, the Donor shall instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Donor for TF072340 (the Africa Transport Policy Program – Third Development Plan Multi-Donor Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Donor shall provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to +1 (202) 614-1315.

5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Agreement shall be in writing and delivered by mail, fax 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 “Bank Contact”):

Mrs. Zeina Samara  
Co-financing Officer  
Transport and ICT Global Practice - GTIDR  
The World Bank  
1818 H street NW, Washington DC, 20043  
Tel: 202 458 4147  
E-mail: zsamara@worldbank.org

For the Donor (the “Donor Contact”):

Arnaud Desmarchelie  
Project Manager  
AFD
6. In the event any amounts are to be returned to the Donor under this Administration Agreement, the Bank shall transfer such amounts to the Donor's applicable donor balance account with the Bank, unless otherwise agreed with the Bank.

7. All annexes hereto constitute an integral part of this Administration Agreement, whose terms taken together shall constitute the entire agreement and understanding between the Donor and the Bank. Unless otherwise specified in an annex hereof, this Administration Agreement may be amended only by written amendment between the Bank and the Donor; provided, however, that any annexes to this Administration Agreement may be amended only by written amendment of all donors contributing to the Trust Fund.

8. Each of the Parties represents by confirming its agreement below, that it is authorized to enter into this Administration Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Administration Agreement, and upon possession by the Bank of this fully signed Administration Agreement, this Administration Agreement shall become effective as of the date of the last signature.

INTERNATIONAL BANK FOR CONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: Pierre Guislain
Senior Director – Transport & ICT Global Practice

Date: 01/26/2015

AGENCE FRANÇAISE DE DÉVELOPPEMENT

By: Jean-Marc Gravellini
Operations Director

Date: 4/8/2015
**Africa Transport Policy Program – Third Development Plan Multi-Donor Trust Fund Description**

This Annex shall be applicable to an form an integral part of all administration agreements for the Trust Fund (collectively, the “Administration Agreements” and each an “Administration Agreement”) between the Bank and any entities that provide any funds to the Trust Fund (collectively, the “Donors”).

1. **Objectives**

The objectives of the Trust Fund is to cause a number of African countries develop sound strategies and policies for an efficient, safe, and sustainable transport in the program three pillar areas of integration, connectivity and cohesion, urban mobility and accessibility and road safety.

2. **Activities**

Under the Third Development Plan Framework 2015-2018, the SSATP Work Program Activities are grouped under three pillars.

**Pillar 1: Integration, Connectivity and Cohesion**

Carrying out a program of activities aimed at supporting African countries and regional economic communities (RECs) adopt and implement policies and strategies to facilitate trade and connectivity at country and regional levels, and enable efficient logistic services.

**Pillar 2: Urban Transport and Mobility**

Carrying out a program of activities aimed at supporting African countries develop and implement coherent urban transport policies, and supporting the establishment of appropriate institutions for managing, regulating and delivering urban transport services. Such support to include designing capacity development programs for urban transport institutions and urban transport leadership and providing support to cities to put in place the appropriate framework for investments in urban transport.

**Pillar 3: Road Safety**

Carrying out a program of activities aimed at improving road safety management, and introducing measures to strengthen the safety of vulnerable road users.

Such activities to include: (i) a review of country policies and strategies to ensure their effectiveness and alignment with global and African frameworks for road safety— with focus on improved data management, high impact interventions and increased urban road safety and the provision of guidance at both regional and country levels as necessary; (ii) the provision of support for the creation of lead road safety agencies and the strengthening of existing ones; and (iii) the provision of guidance to improve road safety in road investments.

The activities (which may be described as “components” of activities) to be financed by the Trust Fund are:

2.1 Bank-executed activities for which the Bank has implementation responsibility will consist of creating knowledge, carrying out assessments and case studies, providing technical advice and guidance as well as carrying out advocacies and dissemination in the three program pillars described above.
2.2 Recipient executed activities for which the Recipient has implementation responsibility will consist of dissemination and application at the Regional and national level of the knowledge created and disseminated by the program in three program pillars described above.

3. **Eligible Expenditures**

3.1 For Bank-executed activities, the Trust Fund funds may be used to finance:

(a) Associated Overheads  
(b) Consultant Fees Individually with Indirect Cost and Firms  
(c) Contractual Services  
(d) Equipment and Office Premises Lease Cost  
(e) Extended Term Consultant's with Indirect Costs  
(f) Field Assignment Benefits  
(g) Media, Workshop, Conference and Meeting  
(h) Staff Costs with Indirect Costs  
(i) Temporary Support Staff Costs with Indirect Costs  
(j) Travel Expenses

3.2 For Recipient-executed activities, the Trust Fund funds may be used to finance eligible expenditures in accordance with the Bank’s applicable policies and procedures.

3.3 For Recipient-executed activities, the Trust Fund funds may be used to finance:

(a) Consulting  
(b) Training  
(c) Other

4. **Taxes**

4.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s applicable policies and procedures.

5. **Program Criteria**

5.1 Activities are to be financed in accordance with the following program criteria:

A program of activities is associated to the results framework. Annual work programs will be developed in consultation with pillar working groups comprising representatives from stakeholders as defined in the operational manual. They will be approved by the SSATP Executive Committee and endorsed by the SSATP General Assembly. Program criteria for activities that provide country- or region-specific support are:

- ownership: activities respond to a demand from countries or regional economic communities.  
- commitment: countries and regional economic communities are committed to implement the outcome of the activity.  
- partnership: a partner has been identified to provide support during implementation, the last step in the policy development cycle which is outside the mandate if the SSATP.  
- sustainability: activities will be implemented until the results are achieved.
6. **Retroactive Financing**

6.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of January 1, 2015 in accordance with the Bank’s applicable policies and procedures.
Standard Provisions

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

1. Administration of the Contributions

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

1.2 Each Donor's Contribution (collectively, the "Contributions") shall be administered in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Donors acknowledge that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to a Donor.

2. Management of the Contributions

2.1 The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

2.2 The currency in which the funds in the Trust Fund shall be held is United States Dollars (the "Holding Currency").

2.3 Donors agree to deposit their Contributions in the Contribution Currency stated in their respective Administration Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Bank shall convert such amounts into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

2.4 The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.

2.5 The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank's applicable policies and procedures for the investment of trust funds.
administered by the Bank. The Bank shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Trust Fund Fees and Costs**

3.1 The Bank shall deduct and retain for its own account, as a deduction from each Installment, an amount equal to two percent (2%) per Installment as an administrative fee for the Trust Fund.

3.2 In addition, costs incurred by the Bank for other expenses, such as for program management and Trust Fund administration, that are (i) not covered by the percentage deduction specified above as an administrative fee and (ii) not included under Annex I of the Administration Agreements in accordance with the Bank’s applicable policies and procedures shall be charged to the Trust Fund on an actual basis up to a maximum of ten and seventeen percent (10.17%) of the total Contributions under all Administration Agreements.

3.3 Each Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Agreement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Agreements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Donors under new Administration Agreements.

4. **Accounting and Financial Reporting**

4.1 The Bank shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and disbursements made therefrom.

4.2 The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the Holding Currency 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 the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions shall be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

4.3 The Bank shall provide to the Donors via the World Bank’s Trust Fund Donor Center secure website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) 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 all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the Bank’s external auditor’s opinion thereon. The cost of the single audit shall be borne by the Bank.

4.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the Trust Fund, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Bank and the Donor shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be borne by the requesting Donor.
4.5 The Bank shall make available to the Donors copies of all financial statements and auditors' reports received by the Bank from Recipient pursuant to any Grant Agreements (as defined below) in accordance with the Bank's Access to Information Policy.

5. **Progress Reporting**

5.1 The Bank shall provide the Donors with semi-annual reports on the progress of activities financed by the Contributions. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

5.2 Any Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. The Donor and the Bank shall agree on the scope and conduct of such review or evaluation, and the Bank shall provide all relevant information within the limits of the Bank's applicable policies and procedures. All associated costs, including any costs incurred by the Bank, shall be borne by the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

6. **Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by December 31, 2018 (the "End Disbursement Date"). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

6.2 Any Donor may cancel all or part of such Donor's pro rata share, and the Bank may cancel all or any Donors' pro rata shares, upon three (3) months' prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

7. **Disclosure; Dispute Resolution**

7.1 The Bank shall disclose the Administration Agreements and related information on this Trust Fund in accordance with the Bank's Policy on Access to Information. By entering into Administration Agreements, the Donors consent to such disclosure of their respective Administration Agreements and such related information.

7.2 The Donors and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Agreements.
8. **Grants to Recipients**

8.1 The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into one or more grant agreements (the "Grant Agreements") with recipients (the "Recipients") consistent with the purposes of this Administration Agreement and on the terms and conditions set forth in the Grant Agreements. Grant Agreements may be entered into up to the maximum amount of the Contributions that all Donors have agreed to make available under the Administration Agreements between the Bank and the Donors.

8.2 The Bank shall be responsible for the supervision of the activities financed under any Grant Agreements. Subject to the consent of any relevant Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

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

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

The SSATP governance framework, as defined in its Statutes comprises:

1. The General Assembly (GA) a consultative body that endorses SSATP DP3 mandate, development plans and the annual reports.

2. The Executive Committee (referred to as the Committee), which is responsible for overseeing the implementation of the program. It comprises representatives from the institutional administrator of SSATP (the World Bank), multi and bilateral, financing partners, African countries, African Institutions, Regional Economic Commissions (RECs), and the private sector.

3. An Independent Panel of Experts (IPEs) will advise the Committee on achieving program objectives.

4. The Secretariat of the Committee is the Program Management Team (PMT) that provides both advisory and day-to-day management support to the Committee; and also responsible for Third Development Plan (DP3) results management.

5. Working Groups (WG) from member countries will support the PMT and will be responsible for developing country-specific work program and will be involved at all stages of product development.