
1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Danish Ministry of Foreign Affairs (the “Donor”), and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of one hundred thirteen million Danish Kroner (DKK 113,000,000) (the “Contribution”) for the Niger Investment Climate and Competitiveness Support Project Single-Donor Trust Fund, TF072284 (the “Trust Fund”) in accordance with the terms of this Administration Agreement.

2. The Contribution shall be used to finance the activities and categories of expenditure set forth in the “Niger Investment Climate and Competitiveness Support Project 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 in accordance with the following schedule and in the currency specified in Section 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:

   (A) Promptly following counte signature—ten million Danish Kroner (DKK 10,000,000)
   (B) By June 2015 – twenty five million seven hundred fifty thousand Danish Kroner (DKK 25,750,000)
   (C) By June 2016 - twenty five million seven hundred fifty thousand Danish Kroner (DKK 25,750,000)
   (D) By June 2017 - twenty five million seven hundred fifty thousand Danish Kroner (DKK 25,750,000)
   (E) By June 2018 - twenty five million seven hundred fifty thousand Danish Kroner (DKK 25,750,000)

4. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund, such that if the speed of the implementation of the activities to be financed by the Trust Fund makes it necessary either to bring Installments forward or to delay them, the Installment schedule shall be amended as agreed by the Bank and the Donor.

5. When making any deposit, the Donor shall instruct its bank to include in its deposit detail’s information (remittance advice) field of its SWIFT deposit message, information indicating that the deposit is made by the Donor for TF072284 (the Niger Investment Climate and Competitiveness Support Project 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.

6. 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”):

Paul Noumba Um  
Country Director for Niger  
Africa Region  
The World Bank  
Bamako, Mali  
Phone: (223) 2070 2202  
e-mail: pnoumbaum@worldbank.org

For the Donor (the “Donor Contact”):

Refika Büyükarslan  
Conseillère chargée du Niger  
Ambassade Royal du Danemark  
316 Avenue PR. Joseph Ki Zerbo, 01 BP 1760, Ouagadougou 01  
Burkina Faso  
Phone: (226) 5037 8576  
e-mail: refebu@um.dk

7. 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.

8. 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 hereto, this Administration Agreement may be amended only by written amendment between the Bank and the Donor.

9. 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 RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ___________________________  
Name: E C T E R G T  
Title: COUNTRY MANAGER

Date: 12/12/14

FOR THE DANISH MINISTRY OF FOREIGN AFFAIRS

By: ___________________________  
Date: ___________________________

Name: ___________________________  
Title: ___________________________
ANNEX 1

Niger Investment Climate and Competitiveness Support Project Trust Fund Description

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

1. Objectives

The objective of the Trust Fund is to improve critical elements of the Niger (the “Recipient”) investment climate. Small and medium enterprises operating in the agricultural value chains with the greatest opportunity for growth in local value added will be targeted.

In particular, the Trust Fund will contribute to: (i) the development and enhancement of the competitiveness of agricultural value-chains in Diffa and Zinder; (ii) the improvement of selected aspect of Niger investment climate through an enhanced PPD; and (iii) the implementation reforms related to export promotion for agricultural products.

2. Activities

The activities to be financed by the Trust Fund will be built on the investment climate reform and agricultural value-chains competitiveness component of the Danish Program for Employment Generation and Green Growth in the Agricultural Sector (PECEA 2 - 2014-2019).

The Trust Fund will be implemented through two windows: (i) Recipient executed window for which the Recipient (the Republic of Niger) has implementation responsibility; and (ii) Bank-Executed window for which the World Bank has implementation responsibility including, inter alia, management and financing of Project activities and supervision of Project activities by World Bank team.

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

2.1. Recipient-executed activities, for which the Recipient has implementation responsibility:

Component A: Modernization of the Business Environment

1. Supporting the Recipient’s efforts to implement key regulatory and institutional reforms needed to create an enabling environment for private sector development. This component will contribute to the attainment of the following development objectives of the PECEA 2: (i) improvement of the business environment through a stronger involvement of the private sector in the reform process; and (ii) implementation of institutional reforms aiming to promote export of agricultural products.

A.1. Implementing Investment climate reforms:

(a) Improving targeted Doing Business indicators, including: i) starting a business; ii) trading across borders; iii) dealing with construction permits; and iv) enforcing contracts.

(b) Supporting the implementation of the new OHADA’s Entreprenant Régime for micro and small informal firms to enhance formalization of the private sector in the Recipient’s territory through the provision of technical assistance and the acquisition of equipment to: (i) support the elaboration and implementation of attractive tax incentives to bring informal firms under the new
regime; and (ii) provide business development services to firms willing to adopt the new *Entreprenant Régime*.

A.2. **Enabling institutions for private sector investment:**

Assisting the Recipient to put in place institutions and instruments to enhance private sector development and foster investment in the Recipient’s territory, through:

i) Public Private dialogue; and

ii) Support to the operationalization of the export promotion agency (ANIPLEX)

**Component B: Increase the Competitiveness of Selected Agricultural Value Chains.**

Carrying out a program of activities aimed at improving the competitiveness of agricultural value chains. This component will contribute to development objective #1 of the Danish program: Improve the competitiveness of the SMEs along with the agricultural value chains in the Zinder and Diffa.

B.1. **Supporting the Maison de l’Entreprise**

Building the capacity of the *Maison de l’Entreprise* as well as private organization to offer a suite of services tailored to different types of businesses involved in agricultural value chains.

B.2. **Providing Financial and Non-Financial Business Development Services**

Facilitating access to business development services to actors along the value chains with a view to improve their performance and competitiveness by supporting the operationalization of two “matching grant” schemes: (i) a fund to finance the provision of consultancy services to MSMEs operating in the identified value chains; and (ii) an investment fund to provide financial support for MSMEs investment projects. These facilities will be designed to be appropriate tools for the *Maison de l’Entreprise*.

B.3. **Infrastructure Development**

This sub-component will support the identification, financing and management of infrastructure to support the development of specified agricultural value chains in Zinder and Diffa areas. As indicated in the appraisal document of the Danish program, the project will work closely with the regional chambers of agriculture, professional associations and local authorities to identify the infrastructures to be constructed and select a model of management.

B.4. **Improving the Business Environment for Selected Agricultural Value Chains**

Addressing key business environment constraints specific to targeted agricultural value chains. The assistance could include the review of the applicable business regulation, investment policy or the review of the certification process.

**Component C: Project Implementation Support**

The Trust Fund will also finance additional operating costs of the Project Implementation Unit already established for the Recipient’s Competitiveness and Growth Support Project including: equipment; consultant compensation (such as an investment climate expert, a procurement specialist, a financial management specialist, a matching grant expert, an agricultural value chain specialist, and any other consultant as needed for the Activities); organizational and systems development; training, capacity building; and technical assistance.
2.2. **Bank-executed activities for which the Bank has implementation responsibility:**

The World Bank Group (World Bank and IFC) teams will provide technical assistance for the modernization of the business environment and supervise the implementation of project activities.

3. **Eligible Expenditures**

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

(a) Associated Overheads  
(b) Consultant Fees for Fiona  
(c) Short Term Consultant Costs – with Indirect Costs  
(d) Contractual Services  
(e) Equipment and Office Premises Lease Cost  
(f) Equipment Purchased  
(g) Extended Term Consultants – with Indirect Costs  
(h) Field Assignment Benefits  
(i) Media, Workshop, Conference and Meeting  
(j) Staff Costs – with Indirect Costs  
(k) Temporary Support Staff Costs – with Indirect Costs  
(l) Travel Expenses  

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

(a) Civil Works  
(b) Consulting  
(c) Goods  
(d) Operating Costs  
(e) Training  

3. **Taxes**

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

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor, it being understood that plural references to Donors, Administration Agreements, Contributions and pro rata shares shall be read as singular references to the Donor, its Administration Agreement, its Contributions thereunder and the remaining uncommitted balance of the Trust Fund, respectively.

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 privileges 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 UN Charter. 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 transfer all income from such investment to the Donor’s applicable donor balance account with the Bank.
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 1 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 two point eighteen percent (2.18%) 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 Recipients pursuant to any Grant Agreements (as defined below) in accordance with the Bank’s Access to Information Policy.
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

The Trust Fund will be Hybrid, bank and recipient executed. The World Bank will provide implementation support through supervision missions. The Role of the Recipient will be to implement the Project through the Project Implementation Unit (PIU) already established for the implementation of the Recipient: Competitiveness and Growth Support Project hosted under the Ministry of Planning. Additional staff members, including an investment climate expert, a procurement specialist, a financial management specialist, a matching grant expert, an agriculture value chain specialist and an advisor to foster synergies between the various components of the PECEA 2, will be recruited to ensure that proper attention is given to the additional activities. The PIU will manage the Project according to its current administrative and financial management procedure manuals.

The PIU reports to the steering committee established for the Competitiveness and Growth Support Project. The Steering Committee includes representatives from all institutions associated with the project, namely the Recipient’s Ministry of Commerce, Ministry of Industry and Mining, Ministry of Oil, the Chamber of Commerce and the Recipient’s High Commission for food security (Haut-Commissariat à l'Initiative 3N), and is chaired by the Ministry of Planning. A representative of the Donor will be invited to steering committee meetings as a key stakeholder. The Steering committee meets twice a year to approve among other things annual work programs.
5. **Progress Reporting**

5.1. The Bank shall provide the Donors with 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 September 30, 2019 (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 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 relevant Donor or Donors in the Holding Currency in the manner specified by each such Donor in its respective Administration Agreement the pro rata share(s) of any such uncommitted balance of the Trust Fund, in accordance with any additional terms that may be agreed between the Bank and each such 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 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.