ADMINISTRATION AGREEMENT FOR EUROPEAN UNION CONTRIBUTIONS, AS REPRESENTED BY THE COMMISSION, TO TRUST FUNDS

World Bank Group Trust Fund No TF071818 for the Programmatic Trust Fund for World Bank Knowledge and Advisory Services in Pursuit of the Objectives of the EUROPE2020 Agenda (“Program”)

European Commission Trust Fund No CCI2011CE160AT105
ABAC Contracts No ABAC Contract: 30-CE-0542069/00-48

Article 1

Subject

Section 1.01. In pursuance of:

- 1. the Trust Funds and Cofinancing Framework Agreement between the European Union, represented by the Commission of the European Union (the "Commission"), and the International Bank for Reconstruction and Development ("IBRD"), the International Development Association ("IDA"), and the International Finance Corporation ("IFC") (collectively, the World Bank Group) dated March 20, 2009 (the "Framework Agreement”).

- 2. the Administration Agreement for European Union Contributions to a Programmatic Trust Fund signed by the Commission and the World Bank on December 21, 2011 for the EU 2020 Knowledge and Advisory Services (TF071818) whereby the Commission agreed to make contributions available to the IBRD (collectively referred to in this Agreement as the "Contributions") for the purpose of carrying out the Program for World Bank Knowledge and Advisory Services in Pursuit of the Objectives of the EUROPE2020 Agenda to be carried out under the Programmatic Trust Fund ("the Program");

The Commission hereby agrees to make available an additional Contribution for an amount referred to in Section 3.02 (the “Support to Greece (STG) Contribution”), and to be administered by the IBRD under the Program for the purpose of availing support to the Government of Greece to undertake reforms that improve the economic performance of Greece, the overall performance of its logistics industries and to improve the capacity of the Government of Greece to monitor and evaluate the progress of these reforms, all as set out in detail in Annex I.A of this Agreement (the Support to Greece (STG) Activities”).

Section 1.02. The STG Contribution shall be used exclusively for the purposes set out in Annex I.A which includes a Description of the STG Activities as well as,
when required, the expenditures eligible for financing from the Commission, and the relevant indicators.

Section 1.03. The IBRD shall administer the STG Contribution in accordance with the provisions of:

- the Framework Agreement;
- this Administration Agreement and;
- the attached General Conditions applicable to European Union Contributions to Trust Funds (the "General Conditions").

Section 1.04. The STG Contribution is provided under Joint Management for all purposes of this Administration Agreement.

Section 1.05. The Program – including the STG Contribution - is not a Multi-Donor Trust Fund for all purposes of this Administration Agreement.

Section 1.06. The Trust Fund is not an Exceptionally large Trust Fund for the purposes of Section 16.03 of the General Conditions.

Article 2

Entry into Force and Implementation Period

Section 2.01. This Administration Agreement shall enter into force when the last of the two Parties signs and will remain in force until the End Date.

Section 2.02. Expenses financed under the STG Contribution must be incurred after the date following that on which the last of the two parties signs this Agreement.

Section 2.03. It is expected that the STG Contribution will be fully utilized in accordance with the provisions of this Administration Agreement by December 31, 2013 ("End Disbursement Date"). The End Disbursement Date can only be modified with the agreement of both Parties pursuant to Article 9 of the General Conditions.

Section 2.04. The IBRD shall only disburse the STG Contribution for the purposes of this Administration Agreement after the End Disbursement Date with the prior written agreement of the Commission.
Article 3

Amount of the Contribution

Section 3.01 The budget of the Program and the STG Activities is set out as estimated in Annex III.

Section 3.02 The Commission undertakes to finance the amount of one million seven hundred thousand Euros (EUR 1,700,000) as set out in Annex III for the STG Activities.

Section 3.03 Indirect Costs under this Administration Agreement shall not exceed 7% of the final amount of eligible Direct Costs of the Contribution.

The IBRD may, following deposit of the STG Contribution by the Commission, deduct from each Contribution of the Commission and retain for the IBRD’s own account an amount equal 6% of the STG Contribution.

The final amount that the IBRD is entitled for Indirect Costs shall be adjusted to the actual disbursed amounts of the Contribution in accordance with Articles 14 and 17 of the General Conditions.

Section 3.04 Staff costs for preparation and carrying out of activities under the STG Activities will be charged to the trust fund on an actual basis, and as a Direct Cost provided they comply with Section 14.01 of the General Conditions and within the limits of Annex III. The following categories of costs shall be considered eligible under this Administration Agreement provided they comply with Section 14.01 of the General Conditions:

For Bank Executed Components: (i) staff costs; (ii) consultant services; (iii) travel expenses; (iv) translation services; (v) training and workshop costs; and (vi) incremental operating costs.

Article 4

Payment schedule and Reporting

Section 4.01 Payments will be made, in accordance with Article 15 of the General Conditions, and in accordance with the following payment schedule:

- **Advance payment**: 50% EUR 850,000
- **Intermediate payment**: 40% EUR 680,000
- **Final payment**: 10% EUR 170,000

(subject to the provisions of the General Conditions).

The Contribution funds shall be maintained in **EUR**.
Section 4.02. Narrative progress report(s) and financial information shall be provided consistent with Article 2 of the General Conditions, and in accordance with the following schedule:

- a narrative progress report, including unaudited financial information related to STG Activities as per article 7.01, shall accompany every request for a further installment of financing. A final narrative report shall be forwarded to the Commission within two (2) months after the Final payment in Section 4.01 of this Agreement;

- the progress financial information at the Program level shall be made available via the Bank's Trust Funds Donor Center secure website following the signature of this Administration Agreement. The final financial information at the Program level shall be made available via the Bank's Trust Funds Donor Center secure website within six (6) months after the End Disbursement Date.

Section 4.03. For the purposes of Section 2.03 of the General Conditions a schedule of anticipated activities shall be provided with each report.

Article 5
Communications and addresses

Any communication relating to this Administration Agreement shall be in writing, shall state the number and title of the trust fund, and shall use the following addresses.

Payment requests and attached reports, including requests for changes to bank account arrangements pursuant to Section 9.02 of the General Conditions, shall be sent to:

For the Commission:

For the advance, intermediate and the final payments

Directorate General for Employment, Social Affairs and Inclusion

Payment request

European Commission

Directorate General for Employment, Social Affairs and Inclusion

EMPL F
1049 Brussels - Belgium
For the attentions of:
Mr P. STUB JORGENSEN, Director
Copies of the documents referred to above, and correspondence of any other nature, shall be sent to both:

**Directorate General for Employment, Social Affairs and Inclusion**

European Commission
Directorate General for Employment, Social Affairs and Inclusion
EMPL F1
1049 Brussels - Belgium
For the attentions of:
Mr S. TAMAS, Head of Unit.

and

**Task Force for Greece**

European Commission
Directorate General for Economic and Financial Affairs
1049 Brussels - Belgium
For the attentions of:
Task Force for Greece

For the IBRD:

1818 H Street NW
Washington DC 20344 - USA
The World Bank
For the attention of:
Mr Philippe Le Houérou
Vice President Europe and Central Asia

**Article 6**

**Annexes**

**Section 6.01.** The following documents are annexed to this Administration Agreement and form an integral part thereof:

Annex I: Description of the Program

Annex I-A: Description of the STG Activities.

Annex II: General Conditions applicable to European Union Contributions to Trust Funds.

Annex III: Indicative Budget for the Program and for the STG Activities.
Section 6.02 In the event of a conflict between the provisions of the Annexes and those of this Administration Agreement, the provisions of this 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.

Article 7

Other conditions applying to the Program and STG Activities

Section 7.01 The following exceptions from the General Conditions shall apply:

(a) For the purposes of this Administration Agreement, the term "Project" in the General Conditions shall be read as referring to the "Program" and/or, where relevant, to the "STG Activities" as defined in Section 1.01 of this Agreement. Any reference to Annex I in the General Conditions shall be read as also referring to Annex I.A.

(b) Furthermore, for the purpose of Article 2 of the General Conditions:

-it is agreed that financial reporting will be provided at the Program level and shall include information classified by expenditure type for the entire Program.

- Narrative progress report shall be at STG Activities level; it shall include information classified at each activity level and include unaudited financial information related to each of the STG Activities to be carried out under Annex I.A of this Agreement.

(c) For purposes of Section 15.01 of the General Conditions, the term Contribution shall be deemed to refer to the STG Contribution.

This agreement is drawn up in three originals, two for the Commission and one for the World Bank Group entity.

For the European Union, represented by the Commission of the European Communities
Name: Mr Peter Stub Jorgensen
Position: Director
Signature: [Signature]
Date: 18/12/2

For the International Bank for Reconstruction and Development
Name: Mr Philippe Le Houérou
Position: Vice President Europe and Central Asia
Signature: [Signature]
Date: 18/12/2
Rationale and Scope of the Programmatic Trust Fund

The Commission and the World Bank Group share a common vision of building competitive and sustainable economies and in reducing poverty and social exclusion – goals of the Europe 2020 Agenda which is built on three pillars of smart, green and inclusive growth. To date, the cooperation between the European Commission and the World Bank Group has been largely indirect, with the World Bank Group engaging directly with individual European countries on projects that are financed by the governments in whole or in part by EU-origin resources, such as the Structural Funds, the Rural Development Fund or the Instrument for Pre-Accession Assistance (IPA). This experience has deepened the mutual appreciation for the complementary competencies of each institution.

The European Commission and the World Bank Group agree that more direct interaction would be beneficial to both institutions and through them to the countries. This applies particularly to the provision of analytical, advisory and knowledge services and technical assistance. The European Commission has already demonstrated its interest analytical projects to be carried out by the World Bank Group. The European Commission has also expressed an interest in ensuring that the World Bank provides support to the Government of Greece to undertake reforms that improve the economic performance of Greece, the overall performance of its logistics industries and to improve the capacity of the Government of Greece to monitor and evaluate the progress of these reforms. There is good reason to anticipate that the European Commission and the World Bank will continue to collaborate on a number of themes under all three pillars of the Europe 2020 Agenda during the remaining years of its implementation. This Programmatic Trust Fund is set up with the express purpose of allowing the European Commission to avail itself of the World Bank’s analytical and policy capacity in fulfilling the goals of Europe 2020.
ANNEX I.A OF THE ADMINISTRATION AGREEMENT

Description of the STG Activities to the carried out under the Program and the STG Contribution

In the framework and in line with the Program and Europe Agenda 2020, the objective of the STG Activities is to assist and support the Government of Greece undertake reforms that improve the economic performance of Greece, the overall performance of its logistics industries and improve the capacity of the Government of Greece to monitor and evaluate the progress of these reforms, all in its efforts to undertake reforms that improve the economic performance of the country.

Except as the European Commission and the IBRD may otherwise agree, the World Bank Group shall perform the following activities, subject to such modifications and refinements thereof as the Commission and the IBRD may agree upon from time to time to achieve the objective thereof:

1. Components

Component 1: Enhancing the business environment using the Doing Business indicators to identify issues and propose reforms

This component supports policy and institutional reforms that will improve the investment climate in Greece. Reforms will be based on 10 indicators that comprise the nation’s ranking in the World Bank/International Finance Corporation Doing Business report.

To improve the business environment in Greece, as measured by the Doing Business indicators, support services, capacity building and training will be provided by the World Bank Group to help:

(i) identify which rules, regulations and/or procedures require the most attention;
(ii) develop reform proposals based on the Government of Greece’s priority and based on the information provided in step (i);
(iii) facilitate feedback, input and advice from interested parties on proposed reforms and build acceptance from stakeholders on the broad outlines of these reforms through consultation, workshops and other review processes;
(iv) develop final reform proposals which take into consideration the results of the consultative process in step (iii);
(v) design plans to implement proposed reforms;

(vi) develop plans to monitor and benchmark the pace of implementation progress;

(vii) develop plans to evaluate the impact of implemented reforms; and

(viii) provide training on the data collection mechanisms and analytical techniques required to evaluate the impact of these reforms.

Support to this component will be provided through the preparation by the World Bank Group of a memorandum to be provided to the Government of Greece not later than one (1) month after the signing of this Agreement detailing the laws, rules, regulations, and procedures that affect the performance of each indicator and all sub-indicators measured by the Doing Business methodology, and drawing on best international practices which shall be identified in the reform memo. The memo will serve as the base from which the World Bank Group will make its recommendations on which indicator to prioritize for action under the proposed work program outlined in this Component.

The World Bank Group’s recommendations shall be based on the following three criteria, namely: (a) the expected economic benefit of these reforms; (b) the expected positive effect that the reform will have on substantially improving Greece’s ease of doing business; and (c) how actionable these reforms are in a relatively tight timeframe.

The World Bank Group support under this Component may also include efforts to identify and resolve key bottlenecks to private investment linked to the granting of land use permits.

Provided the Government of Greece confirms its interest, in early 2013, for support in reforming its investment licensing regime, the World Bank Group will provide said assistance by carrying out a review of the current situation of the investment licensing regime, based on available data, documentation, and descriptions of current systems and processes provided by the Greek authorities. Based on such review and drawing on relevant international experience, the World Bank Group will propose recommendations to address the issues identified in the review.

Component II: Improving the performance of the trade logistics through regulatory reforms

This component supports policy, regulatory and institutional reforms that will improve the performance of Greece’s transport and trade logistics (intra- and inter-national trade logistics). To this effect, the World Bank Group will provide assistance to the Government of Greece in developing and planning the implementation of a comprehensive regulatory reform agenda that will address prioritized regulatory and institutional barriers that compromise the efficiency, cost and quality of the services provided by the industries of Greece’s trade and transport logistics-sector.

The proposed support will focus on logistics services and not cover infrastructure issues, such as quality or quantity of infrastructure used by transport and trade logistics industries directly unless identified rules or regulations negatively affect performance of these industries. In addition, because of the work that the Government of Greece is already undertaking under its National Trade Facilitation Strategy with the help of United Nations Economic Commission on Europe (UNECE) and the Commission’s Task Force for Greece (TFGR) (with the support of Member States and other organizations), the World Bank Group will tailor its support to maximize the complementarity with these and other ongoing efforts.
Accordingly, to achieve improvements in the performance of the logistics industry in Greece, the World Bank Group will provide support, capacity building and training to help:

(i) assess the performance of Greece's logistics industries;
(ii) identify the rules, regulations, public sector procedures and/or business practices that hinder the performance of these industries;
(iii) develop reforms proposals that would address the issues identified and analyzed in step (i) and (ii);
(iv) facilitate feedback, input and advice from interested parties on proposed reforms and build acceptance from stakeholders on the broad outlines of these reforms through consultation, workshops and other review processes;
(v) develop final reform proposals which take into consideration the results of the consultative process in step (iv);
(vi) design plans to implement proposed reforms;
(vii) develop plans to monitor and benchmark the pace of implementation progress;
(viii) develop plans to evaluate the impact of implemented reforms; and
(ix) provide training on the data collection mechanisms and analytical techniques required to evaluate the impact of these reforms.

Support to this component will be provided through the carrying out by the World Bank Group of diagnostic activities which consist of the following two phases:

- Phase 1 consists of identifying: (1) the main rules, regulations and/or procedures and constraints to implementation and enforcement as well as (2) the business practices and governance issues that may have an adverse effect on the performance of the sector.

The first phase will be carried out following a methodology based on the Trade and Transport Facilitation Assessment tool complemented by a competitiveness diagnostics assessment, which will consider the broader competitiveness issues affecting the sector.

- Phase 2 consists in determining the relative importance of the problems identified in Phase 1 through the following horizontal and vertical approaches:

  **Horizontal approach:**
  
i. Assessment and benchmarking of core components of logistics and services.
  
  ii. Assessment of how trade facilitation bottlenecks (procedures at the border) impact the quality of logistics (this activity will maximize the synergies with the National Trade Facilitation Strategy).
  
  iii. Assessment of the efficiency, market structure and regulation of key services (this component may require surveys – if the assessment in phase one indicates so). Focus will be on ancillary services.
iv. Assessment of the development of dedicated facilities; for example, warehousing and logistics centers and assess the regulatory framework and Public Private Partnership potential.

v. Identification of other constraints in to the performance of the logistics sector and determine where changes in rules, regulations and/or implementing procedures can ease constraints.

**Vertical approach:**

i. Supply chain analyses to examine the cost and competitiveness impact of logistics inefficiencies in key export (building on the existing Business Process Analysis undertaking under the Action Plan of the National Trade Facilitation Strategy) and import supply chains.

**Component III: Improving capacity to monitor economy, progress of reforms, and evaluate impact**

This component is designed to improve the capacity of key public sector institutions to monitor, analyze and assess data on the trends and conditions of the business environment in Greece, including most pressing challenges, and to evaluate the impact of this reform program on the performance of new and established companies in Greece.

To this effect, the World Bank Group will:

(i) jointly implement the World Bank Group’s Enterprise Survey in Greece with a selected local institution to provide hands-on training methods to transfer know-how and build capacity on the implementation of internationally comparable business surveys.

(ii) support, in addition to the collection of firm-level data, the analysis of these data to inform policy priorities, policies and actions that are designed to improve the performance of firms in Greece.

(iii) support the development of benchmarks and indicators that can be used to monitor progress on the quality and pace of implementation of as many of the reform activities, included in components 1 and 2, that the World Bank Group and Government jointly agree are appropriate and important to track and monitor. These activities are embedded in each of the components and do not appear here separately; and

(iv) In addition to support in designing indicators and benchmarks, advisory services will be provided to support the development of actionable and comprehensive implementation plans that once in place will assist the Government use the indicators for their own project management, policy formulation and benchmark progress.

Provided that the Government of Greece can identify the individuals and the local institutions that will participate in the joint implementation of the Enterprise Survey and can also provide access to the information required to draw the most current representative samples of the private sector in Greece, a complete, cleaned dataset for these surveys can be provided to Government of Greece no later than nine months after signing this Agreement.
2. **Required outputs**

The World Bank Group shall provide the following outputs in the timeframe indicated:

<table>
<thead>
<tr>
<th>Component 1: Improving the business environment, using <em>Doing Business</em> indicators to identify issues and propose reforms.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activity</strong></td>
</tr>
<tr>
<td>Identify rules and procedures that require attention.</td>
</tr>
</tbody>
</table>

Verifiable indicator: reform memo drafted

<table>
<thead>
<tr>
<th>Draft initial reform proposals.</th>
<th>After the Government of Greece has identified indicators to target for reforms, support the definition of detailed recommendations for regulatory, organizational and/or procedural reform(s) that addresses the issues identified in Step 1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>The number of indicators to be targeted will be</td>
</tr>
<tr>
<td></td>
<td>- up to three (3) indicators if at this stage, the Government of Greece confirms its interest that it wants the World Bank Group to carry out a review of the investment licensing regime within this work program. In that case, such review will be carried out within a timeline and detailed scope agreed with to the Greek Government, the Commission and the World Bank.</td>
</tr>
<tr>
<td></td>
<td>- up to four (4) indicators if at this stage, the Government of Greece has not taken the decision to launch of the review of the investment licensing regime.</td>
</tr>
</tbody>
</table>

Verifiable indicator: List of recommendations for regulatory, organizational and/or procedural reforms prepared

Two weeks after the Government of Greece has identified priority indicators
<table>
<thead>
<tr>
<th>Step</th>
<th>Activity</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>Consult, obtain input and advice and gain acceptance for reforms.</td>
<td>One month after the completion of Step 2</td>
</tr>
<tr>
<td></td>
<td>Support the planning and implementation of at least one (1) workshop, for each Doing Business indicator identified by the Government of Greece as most in need of immediate attention.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Support the identification of agencies, ministries, public or private institutions, professions, and/or private sector interest groups likely to be affected by proposed reforms.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Workshops to be attended by representatives identified above.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verifiable indicator: workshop organized; and reform implementing agencies identified.</td>
<td></td>
</tr>
<tr>
<td>Step 2</td>
<td>Final reform proposals</td>
<td>Two weeks after the consultative process for that indicator is completed</td>
</tr>
<tr>
<td></td>
<td>Support the development and drafting of final proposals by taking into consideration the results of the consultative process in Step 3.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verifiable indicator: list of final reform proposals prepared.</td>
<td></td>
</tr>
<tr>
<td>Step 3</td>
<td>Improve capacity to implement proposed reforms</td>
<td>1 month after the completion of Step 4</td>
</tr>
<tr>
<td></td>
<td>For each reform area/indicator targeted for action, support the drafting of an implementation plan containing timetables, estimates of resources for effective reform implementation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Verifiable indicator: implementation plans prepared.</td>
<td></td>
</tr>
<tr>
<td>Step</td>
<td>Improve capacity to monitor implementation progress</td>
<td>For each indicator that the Bank and the Government of Greece jointly agree that should be monitored and evaluated, support the drafting of a monitoring plan consisting of indicators, benchmarks, timetables, data elements, identification of parties to collect data, identification of parties responsible for the compilation, analysis and presentation of data, identification of parties that will receive and act on analysis, and estimates of resources required for effective monitoring of implementation progress.</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Verifiable indicator: monitoring plans prepared.</td>
<td></td>
</tr>
<tr>
<td>Step</td>
<td>Improve capacity to evaluate the impact of implemented reforms</td>
<td>Support the drafting of a work plan identifying and describing the activities, timetables, targeted group or institution, resources required to address the identified gaps and capacity issues that need to be address to improve the capacity to evaluate the reforms for which proposals are made under this component</td>
</tr>
<tr>
<td></td>
<td>Support the drafting of a document detailing and implementation plan to evaluate reforms.</td>
<td>Workshop to share and provide training on the methodology used to assess the impact of reforms, data requirements, data collection mechanisms and analytical techniques required to evaluate the impact of these reforms.</td>
</tr>
<tr>
<td></td>
<td>Verifiable indicator: work plan prepared; workshop organized.</td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td>Deliverable</td>
<td>Timeline</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>Step 1</strong></td>
<td>Provide an assessment of the performance of trade and transport logistics industries. Provide an assessment (in two stages: first, a preliminary assessment; second, an in-depth assessment) of the main constraints and bottlenecks hindering the performance and the quality (cost, timeliness, and variety) of the services provided by the transport and trade industries that comprise the logistics sector.</td>
<td>1.5 months after signing of this Administration Agreement (for the preliminary assessment) and 4 months after completion of the preliminary assessment (for the in-depth assessment).</td>
</tr>
<tr>
<td><strong>Step 2</strong></td>
<td>Identify rules, regulations public sector procedures and/or business practices requiring immediate attention. Based on identified Government of Greece’s priorities from the information delivered in Step 1, provide a document that assesses the adverse effects of particular rules, regulations public sector procedures and/or business practices on all aspects of performance of the transport and trade logistics industries identified by the Government of Greece as requiring immediate attention. Provide a list of rules, regulations, public sector procedures and/or business practices identified as likely having an adverse effect on the performance of industries in involved in trade and transport logistics.</td>
<td>2 months after Government of Greece has identified priority areas in the in-depth assessment described in Step 1.</td>
</tr>
<tr>
<td><strong>Step 3</strong></td>
<td>Draft initial reform proposals: short-term and Support the drafting of language of rule(s), regulation(s) public sector procedure(s) and/or business practice(s)</td>
<td>3 months after completion of Step 2 (for</td>
</tr>
<tr>
<td>Step</td>
<td>medium-term measures.</td>
<td>that will address the issues identified in Step 2.</td>
</tr>
<tr>
<td>------</td>
<td>----------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The reform proposals will include: (i) short-term measures that require immediate attention; and (ii) medium-term measures seeking to enhance the performance of the transport and trade logistics industries.</td>
</tr>
<tr>
<td></td>
<td>Verifiable indicator: initial reform proposals drafted.</td>
<td></td>
</tr>
<tr>
<td>Consult, obtain input and advice and gain acceptance for reforms.</td>
<td>Support the planning and implementation of up to two (2) workshops, for area covered in Step 3.</td>
<td>1 month after completion of short term measures (referred to in Step 3); and 1 month after completion of the medium-term reform proposals (referred to in Step 3).</td>
</tr>
<tr>
<td></td>
<td>Support the identification of agencies, ministries, public or private institutions, professions, and/or private sector interest groups likely to be affected by proposed reforms.</td>
<td>Support the identification of agencies, ministries, public or private institutions that will likely be essential in the implementation of proposed reforms to improve trade and transport logistics performance.</td>
</tr>
<tr>
<td>Workshops to be attended by representatives identified above.</td>
<td></td>
<td>Workshops to be attended by representatives identified above.</td>
</tr>
<tr>
<td>Verifiable indicator: 2 workshops organized; and list of reform implementing agencies prepared.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step 5</td>
<td>Final reform proposals: short-term and medium-term proposals.</td>
<td>Support the development and drafting of final proposals for short term and medium term measures, by taking into consideration the results of the consultative process outlined in Step 4.</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------------------------</td>
<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>Step 5</td>
<td>Improve capacity to implement proposed reforms (short and medium-term measures)</td>
<td>For each area targeted for short-term action, support the drafting of an implementation plan containing timetables, estimates of resources for effective reform implementation.</td>
</tr>
</tbody>
</table>

Verifiable indicator: final reform proposals drafted.

Verifiable indicator: implementation plans prepared.
| Step 7 | Improve capacity to monitor implementation progress | For each indicator that the World Bank [Group] and Government of Greece jointly agree should be monitored and evaluated, support the drafting of a monitoring plan consisting of indicators, benchmarks, timetables, data elements, identification of parties to collect data, identification of parties responsible for the compilation, analysis and presentation of data, identification of parties that will receive and act on analysis, and estimates of resources required for effective monitoring of implementation progress. |
|       |                                                   | Verifiable indicator: monitoring plans prepared. |
| Step 3 | Improve capacity to evaluate the impact of implemented reforms | Support the drafting of a work plan identifying and describing the activities, timetables, targeted group or institution, resources required to address the identified gaps and capacity issues that need to be addressed to improve the capacity to evaluate reforms. |
|       |                                                   | Support the drafting of a document detailing the implementation plan to evaluate reforms. |
|       |                                                   | Organize a workshop to share and train on the methodology used to assess the impact of reforms, data requirements, data collection mechanisms and analytical techniques required to evaluate the impact of these reforms. |
|       |                                                   | Verifiable indicator: work plan prepared; and workshop organized. |
### Component: 3: Improving public sector's capacity to monitor the business environment, progress in implementation of reforms, and evaluate impact of reforms.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverable</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Step 1</strong></td>
<td>Implement the <em>Enterprise Survey</em>, covering a minimum of the 5 most economically active regions of the country canvassed and a minimum sample size of 600 firms</td>
<td>Conduct public procurement process to select data collector that will implement the first round of the <em>Enterprise Survey</em>. Once the private contractor is selected, start field work, and complete the first wave of data collection. <em>Verifiable indicator: first wave of Enterprise Survey data collected</em></td>
</tr>
<tr>
<td><strong>Step 2</strong></td>
<td>Establish a partnership with a local institution to build country capacity to implement business surveys like the <em>Enterprise Surveys</em></td>
<td>Support the drafting of a document that describes the work plan to build the institutional and human capacity of a local public or private institution to fully and successfully implement a survey of private firms on its own. Organize a workshop with the identified local public or private institution to share the methodology and request their input on the survey. <em>Verifiable indicator: work plan prepared; and workshop organized</em></td>
</tr>
<tr>
<td><strong>Step 3</strong></td>
<td>Build capacity building for the collection, analysis and use of data in management decisions.</td>
<td>Support the drafting of a document describing the institutional and human capital capacity needs of the agency, ministry and/or institute Government has identified as responsible for the analysis of these data. The analysis is to be specified by the Government. Support the drafting of a document containing an implementation plan for capacity building to perform independent analysis. <em>Verifiable indicator: implementation plan prepared</em></td>
</tr>
<tr>
<td><strong>Step 4</strong></td>
<td>Provide complete and cleaned <em>Enterprise Survey</em> data</td>
<td>Provide complete, cleaned data ready for analysis. <em>Verifiable indicator: complete and cleaned Enterprise Survey data delivered</em></td>
</tr>
</tbody>
</table>

---

2 Such selection process will be carried out by the World Bank Group.
3. **Coordination**

The following arrangements, needed to ensure the effective supervision and implementation of the work, shall be put in place by the Greek authorities no later than one (1) month after the signing of the Administrative Agreement by the World Bank Group and the European Commission.

A high level Steering Committee (SC) will provide the authorizing environment for the activities jointly taken by the World Bank Group and the Government and funded by the European Commission. The SC will oversee, monitor and guide the technical aspects of the STG Activities, any other follow up activities under the same and approve the STG Activities reports, work plans and deliverables. The SC will receive progress reports from the Operational Committee (defined hereinafter) and will provide views and feedback [to the European Commission] on whether the work is on track (both in quality and/or pace of implementation). In addition, the SC will provide broad direction to the personnel at the lower levels of the governance structure, designing the reform proposals and implementing these reforms. The SC will act to resolve political bottlenecks that may hold up the pace of the work program or hamper the design and/or implementation of proposals. An Operational Committee will include staff from the Greek Government and administration, the World Bank Group, the TFGR anc. on ad hoc basis staff from the Greek administration to address particular design and/or implementation issues as they arise. The Operational Committee will manage and facilitate detailed implementation of the work program and mobilize resources from the Greek administration. The Operational Committee will prepare regular progress reports that will be reviewed by the Steering Committee.

The Steering Committee and Operational Committee will be assisted by a Secretariat.

4. **Institutional Arrangements**

The World Bank team will be managed by Dirk Reinermann (Program Manager) and Alvaro González (Task Team Leader for the STG Activities). They will draw on the expertise of World Bank Group staff.
ANNEX II OF THE ADMINISTRATION AGREEMENT

GENERAL CONDITIONS APPLICABLE TO EUROPEAN UNION CONTRIBUTIONS TO TRUST FUNDS

GENERAL PROVISIONS TO THE ADMINISTRATION AGREEMENT

ARTICLE 1

General obligations of the World Bank Group entity

Section 1.01. The World Bank Group entity may, according to the Description of the Project in Annex I, execute the funds directly or may provide them to a Recipient for execution in accordance with the World Bank Group entity's policies and procedures.

Section 1.02. In case of a BETF, the World Bank Group entity shall carry out the Project in accordance with the Administration Agreement, including the Description of the Project contained in Annex I, and in accordance with the World Bank Group entity's policies and procedures. The World Bank Group entity shall report on the indicators specified in the Description of the Project.

Section 1.03. In case of a RETF, the World Bank Group entity shall be responsible, as administrator on behalf of the Commission, for making arrangements to ensure that the Contribution is used only for the purposes for which it was granted, with due attention to considerations of economy and efficiency. For this purpose, the World Bank Group entity shall monitor, evaluate, report and, where applicable, provide technical assistance, in accordance with the Administration Agreement, including the Description of the Project contained in Annex I, the Grant Agreement and the World Bank Group entity's policies and procedures. The World Bank Group entity shall report on the Indicators specified in the Description of the Project. The World Bank Group entity shall 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. Grant Agreements may be entered into up to the maximum amount of the contributions that all donors including the European Union intend to make available in the Administration Agreement(s). 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 applicable policies and procedures without prejudice to Section 1.06.

Section 1.04. The World Bank Group entity will be responsible only for performing those functions specifically set forth in the Administration Agreement, in these General Conditions, unless agreed otherwise with the Commission, and in case of a Multi-Donor Trust Fund, of the relevant Resolution or the Standard Provisions or the Terms and Conditions, and will not be subject to any other duties or responsibilities to the Commission, 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, in these General Conditions, and in case of a Multi-Donor Trust Fund, in the relevant Resolution or the Standard Provisions or the Terms and Conditions, will be considered a waiver of any privileges or immunities of the relevant World Bank Group entity under its Articles of Agreement or any applicable law, all of which are expressly reserved.
Section 1.05. The World Bank Group entity shall take measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Project in accordance with its policies and procedures. In accordance with applicable World Bank Group policies and procedures, including those pertaining to protection of confidential information and the integrity of the investigative process, the World Bank Group entity shall keep the Commission informed of the progress of any formal World Bank Group entity investigation concerning the misuse of funds provided under this Administration Agreement and will report to the Commission without delay the conclusions of such findings as well as measures taken to address the fraud and corruption consistent with its policies and procedures on anti-corruption.

In accordance with the World Bank Group's policies and procedures, the World Bank Group entity shall, for BETFs, terminate contracts with Beneficiaries and, for RETFs, terminate the Grant Agreement or the financing to the Recipient for contracts with Beneficiaries, when either the Beneficiaries and/or the Recipient have been found by the World Bank Group entity to have been involved in fraud or corruption in connection with this trust fund financed by the Commission. In such cases, the World Bank Group entity shall apply its applicable policies and procedures in consultation with the donor(s) to recover the ineligible expenditures.

Section 1.06. The World Bank Group entity undertakes to ensure that the principles set forth under Section 1.05, and Articles 4, 5, 6, 10, 14 and 16 of these General Conditions also apply to the Recipient and, where applicable, to Beneficiaries involved. The World Bank Group entity shall indicate to the Recipient in the Grant Agreement the possibility that the Commission may adopt measures vis-à-vis the Recipient, should the latter not reimburse the World Bank Group entity under Section 1.05.

ARTICLE 2
Obligations regarding financial information and narrative reports

Section 2.01. The World Bank Group entity shall provide the Commission with information on the progress and results of the Projects financed under the Contribution. To that end the World Bank Group entity shall prepare narrative progress report(s) and a final report containing information set forth in Section 2.03 and 2.04. The World Bank Group will also provide the Commission with progress and final financial information regarding the Project. The narrative report(s) as well as the financial information shall cover the entire Project described in the Administration Agreement regardless of whether or not the Project is entirely financed by the Commission.

Section 2.02. The World Bank Group entity shall send to the Commission narrative progress report(s) and make available progress financial information in accordance with the provisions below. Every report and information shall include all Project activities for the period covered. The financial information will be made available via the Bank's Trust Funds Donor Center secure website.

Section 2.03. The narrative progress report(s) shall provide for comparison of the objective(s) of the trust fund, the results expected and obtained and the budget details for the Project. The level of detail in the narrative report(s) should match that of the Description of the Project and of the indicative budget of the Project. The narrative reports should include:
- Summary and context of the Project;
- Activities carried out during the reporting period (i.e. directly related to the description of the Project and activities foreseen in this Administration Agreement, including information on the measures taken to identify the European Union as source of financing);
- Difficulties encountered and measures taken to overcome challenges;
- Changes introduced in implementation, including changes in the procurement plan pursuant to Section 10.01;
- Achievements/results by using indicators specified in the Description of the Project contained in Annex I;
- Work plan or schedule of Project activities (as described in the Administration Agreement) for the following period. If the report is sent after the end of the period covered by the preceding work plan or schedule, a provisional work plan or schedule shall be submitted before the end of the period covered by the preceding work plan or schedule.

The progress financial information shall provide for a history of contributions received and the expenditures. It shall allow the Commission to assess whether the incurred expenditures generally comply with the Administration Agreement.

Section 2.04. The final narrative report shall contain the above information (excluding the future workplan or schedule of Project activities) covering the entire Project implementation, information on the visibility measures taken to identify the European Union as a/the source of financing, details on the transfers of assets mentioned in Section 7.02 if relevant, and information on the final procurement plan mentioned in Section 10.01. The final financial information shall provide for a history of the contributions received and the expenditures. It shall allow the Commission to assess whether the incurred expenditures generally comply with the Administration Agreement.

Section 2.05. The reports shall be presented in English.

Section 2.06. The narrative progress report(s) shall be submitted at the following intervals:

if payments follow option 1 of Section 15.01 of these General Conditions:
- a narrative progress report shall be forwarded to the Commission on an annual basis following the signature of the Administration Agreement.
- a final report shall be forwarded to the Commission within six (6) months after the End Disbursement Date specified in Section 2.03 of the Administration Agreement.

if payments follow option 2 of Section 15.01 of these General Conditions:
- a narrative progress report shall accompany each payment request for a further instalment of financing;
- a final report shall be forwarded to the Commission within six (6) months after the End Disbursement Date specified in Section 2.03 of the Administration Agreement.

Section 2.07. The progress financial information shall be made available pursuant to Section 2.02 following the signature of the Administration Agreement. The final financial information shall be made available pursuant to Section 2.02 within six (6) months after the End Disbursement Date specified in Section 2.03 of the Administration Agreement without prejudice to the obligations set out in Section 16.06 of these General Conditions.

Section 2.08. The Commission may request clarification on the narrative or financial information providing the reasons for the request. Such information shall be provided as soon as available but no later than forty-five days (45) days of the request.
Section 2.09. In addition to the above mentioned reports, the World Bank Group entity will ensure that other reports, publications, press releases and updates, relevant to the Administration Agreement are communicated to the Commission promptly following their issuance. Other reports may be made available on the Donor Centre secure website. The Commission may request reasonable additional information on a case by case basis, providing the reasons for the request. Such information shall be supplied within forty-five days (45) days of the request and where applicable, the Commission will be provided the website address for the trust fund. The World Bank Group entity and the Commission will endeavour to promote close collaboration and exchange of information on the Project.

Section 2.10. The World Bank Group entity shall promptly inform the Commission of any event which, in its opinion, interferes or threatens materially to delay or interfere with the successful implementation of any Project financed by the Contribution.

ARTICLE 3
Liability
Other than for failure to perform its obligations set forth in these General Conditions, in the Administration Agreement, and in the case of a Multi-Donor Trust Fund, in the relevant Resolution or the Standard Provisions or the Terms and Conditions, the Commission shall not under any circumstances whatever be liable for damages caused either to or by 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. The Commission will not be responsible for the activities of any person or third party engaged by the World Bank Group and/or the Recipient as a result of the Administration Agreement, nor will the Commission be liable for any costs incurred by the World Bank Group and/or the Recipient in terminating the engagement of any such person.

ARTICLE 4
Conflict of interest
The World Bank Group entity undertakes to take necessary precautions to avoid conflicts of interest in accordance with the applicable policies and procedures of the World Bank Group.

ARTICLE 5
Disclosure
The obligations on confidentiality and disclosure of information are included in Article 10 of the Framework Agreement.

ARTICLE 6
Visibility and Transparency

Section 6.01. The measures taken to identify the European Union as a/the source of financing are subject to Article 8 and Attachment 4 of the Framework Agreement and will be specified in the Administration Agreement.

Section 6.02. With due regard to the World Bank Group entity's applicable rules on confidentiality, security and protection of personal data, the obligations on publication of Beneficiaries shall be governed by Article 9 of the Framework Agreement.
ARTICLE 7
Ownership/use of results and equipment

Section 7.01. The relevant World Bank Group entity shall own all rights, title and interest to all industrial and intellectual property rights and materials used for and produced by a Project in relation to this Administration Agreement. However the World Bank Group hereby grants the Commission a non-exclusive right to use free of charge and as it sees fit any of these materials produced by a Project provided said use does not thereby breach existing industrial and intellectual property rights and the World Bank Group entity's policies and Article 5 of these General Conditions.

Section 7.02. Unless otherwise agreed in the Administration Agreement the equipment, vehicles and supplies paid for by the Contribution shall be transferred to Recipients, local authorities or to the final recipients (excluding commercial contractors) of the activities financed by the trust fund by the end of the Project in accordance with World Bank Group policies on asset management. The documentary proof of those transfers shall be kept for verification along with the documents mentioned in Section 16.06.

ARTICLE 8
Participation in Supervision of the Project

Section 8.01. Representatives of the Commission shall be invited to participate in Supervision missions, when applicable, led by the World Bank Group entity relating to the Project financed under the Contribution. 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 reports resulting from such missions.

Section 8.02. Notwithstanding the Commission's participation in a World Bank Group entity's Supervision mission, the Commission as a donor may wish to carry out Supervision missions independently at its own cost. Supervision missions by representatives of the Commission should be planned and carried out in a collaborative manner between the World Bank Group entity's staff and the Commission's representatives, keeping in mind the commitment of both to coordination and collaboration for the effective and efficient implementation of the Project included in the Administration Agreement. These missions are to be planned ahead with reasonable notice and procedural matters are to be agreed upon by the Commission and by the World Bank Group entity in advance. The mission will make a draft of its report available to the World Bank Group entity for comments prior to final issuance.

ARTICLE 9
Amendment of the Administration Agreement

Section 9.01. Any modification of the Administration Agreement, including the Annexes thereto, shall be in writing in an amendment. The request for amendment shall be submitted by either the World Bank Group entity or the Commission one (1) month before the amendment is intended to enter into force, unless otherwise agreed by the World Bank Group entity and by the Commission.

Section 9.02. Notwithstanding Section 9.01, changes of address and changes of bank account may simply be notified in writing to the Commission. Changes of bank account must be specified in the request for payment using a financial identification form.
ARTICLE 10
Procurement and Grants

Section 10.01. If parts of the Project are contracted by the World Bank Group, the relevant procurement plan will be specified in the Description of the Project. If it is not specified therein, the World Bank Group entity will present it to the Commission as soon as it is available.

Section 10.02. Unless otherwise agreed by the Parties in writing, the procurement of any goods, works or services and the award of Grants to Beneficiaries by the World Bank Group entity or the Recipient in the context of the Project shall be carried out in accordance with the applicable policies and procedures adopted by the World Bank Group entity, as previously assessed by the Commission. The administration and enforcement of all provisions 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, except as otherwise specified in this Article 10 and Section 1.06.

Without prejudice to the specific procedures and exceptions applied by the World Bank Group entity, the award of Grants to Beneficiaries shall apply the following principles:
- No single Beneficiary may receive more than one Grant financed by the European Union for the same activity. For additional activities, a Beneficiary may receive supplemental Grants;
- Grants may only cover costs incurred after the date on which the Grant contract with the Beneficiary enters into force;
- No portion of any Grant shall be used to provide a direct profit out of the proceeds of the Grant to the Grant Beneficiary unless the objective of the Grant is to reinforce the financial capacity of the Beneficiary; and
- Grants may not as a rule finance the entire cost of the activities carried out by the Beneficiary.

Section 10.03. The origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Project shall be determined in accordance with the World Bank Group entity's relevant rules. The World Bank Group entity's policies and procedures on procurement and Grants to Beneficiaries are untied.

Section 10.04. The World Bank Group entity shall take into consideration as provided for under the World Bank Group's policies and procedures the following or similar situations as factors for determining qualification or eligibility of:
- Beneficiaries that are bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Beneficiaries that have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- Beneficiaries that have been the subject of a judgment which has the force of res judicata for fraud, corruption involvement in a criminal organisation or any other illegal activity;
- Beneficiaries that are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or fail to supply this information;
- Beneficiaries that are subject to a conflict of interest.
Section 10.05. The World Bank Group entity may be given access whatever its medium (written on paper or stored in electronic form) to the central exclusion database set up and operated by the Commission (the "Central Exclusion Database"). The foregoing shall be applied in accordance with the provisions that may be provided for in Attachment 5 of the Framework Agreement including any condition under which the World Bank Group would communicate to the Commission any judgment rendered after 1 January 2009 which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity against a Beneficiary receiving funds from a trust fund financed by the European Union.

ARTICLE 11
Suspension of the Administration Agreement

Section 11.01. The World Bank Group entity may suspend implementation of all or part of the Project in accordance with its policies and procedures including when circumstances make it too difficult or dangerous to continue. It shall inform the Commission without delay and provide all the necessary details should a project be suspended. The Administration Agreement may be terminated in accordance with Section 12.01. If the Administration Agreement is not terminated, the World Bank Group entity shall endeavour to minimise the duration of the suspension and may resume implementation of the Project once the conditions allow, and shall inform the Commission accordingly.

Section 11.02. Upon removal of the suspension, the implementation period of the Administration Agreement shall be automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Administration Agreement which may be necessary to adapt the Project to the new implementing conditions.

ARTICLE 12
Termination of the Administration Agreement

Section 12.01. If, at any time, either party believes that the purposes of the Administration Agreement can no longer be effectively or appropriately carried out, it shall consult the other party. The Administration Agreement may be terminated at the initiative of either party by giving the other party three (3) months' prior written notice to cancel all or part of the Commission’s pro rata share of any remaining balance of the Contribution funds that is not committed pursuant to any agreements entered into between the World Bank Group entity and any consultants and/or other third parties for the purposes of the Administration Agreement prior to the receipt of such notice including the Grant Agreement[s]. The World Bank Group entity shall return such cancelled balance to the Commission including any investment income in accordance with Article 18.

Section 12.02. Where the World Bank Group entity:
- fails, without justification, to fulfill any of the obligations set out in Sections 1.02 and 1.03 incumbent on it, including the presentation of a final narrative report and/or making available final financial information within the deadlines laid down in Sections 2.06 and 2.07, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within thirty (30) days of sending of the letter; and, in case of narrative progress reports, after failing to provide, together with a satisfactory explanation, a summary of the state of the progress of the Project;
- fails to comply with Section 1.05 or Article 4;
- provides false reports or makes false or incomplete statements to obtain the Contribution provided for in the Administration Agreement;
- commits financial irregularities or is guilty of grave professional misconduct;
- undergoes legal, financial, technical or organisational change that is likely to substantially affect negatively the Administration Agreement or to call into question the decision by which a direct financial contribution is awarded to the World Bank Group by the Commission following a Call for proposals;

After prior consultation with the World Bank Group entity the Commission may terminate the Administration Agreement. In that event the Commission may request full or partial repayment of any amounts that should have not been considered eligible, after allowing the World Bank Group entity to submit its observations.

Section 12.03. Prior to or instead of terminating the Administration Agreement as provided for in Section 12.02, the Commission may suspend payments or (exceptionally) the eligibility of expenses as a precautionary measure, informing the World Bank Group entity immediately.

Section 12.04 This Administration Agreement shall be automatically terminated if no payment has been made by the Commission within three (3) years of its signature.

ARTICLE 13
Dispute resolution

Section 13.01. The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of the Administration Agreement, including its existence, validity or termination. In default of amicable settlement, any party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of the Administration Agreement.

Section 13.02. The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by any party. The Arbitrator’s decision shall be binding on all parties to the arbitral proceedings and there shall be no appeal.

Section 13.03. Nothing in the Administration Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any party hereto by its constituent documents or international law.

FINANCIAL PROVISIONS TO THE ADMINISTRATION AGREEMENT
ARTICLE 14
Eligible costs

Section 14.01. To be considered eligible as Direct Costs under the Administration Agreement costs must:
- be necessary for carrying out the activities financed by the trust fund, fall within the scope of the Administration Agreement and comply with the principles of sound financial management, in particular value for money and cost effectiveness;
- have actually been incurred after the date specified in Section 2.02 of the Administration Agreement and before the End Disbursement Date specified in Section 2.03 of the Administration Agreement;
- be recorded in the World Bank Group or Recipient's accounts, be identifiable, backed by originals of supporting evidence and verifiable pursuant to the provisions on the verification provision set out in Section 16.07.

**Section 14.02.** Subject to the above and without prejudice to Section 14.04, the following Direct Costs related to the activities of the trust fund of the World Bank Group entity, or its Recipient may be eligible provided they are consistent with the World Bank Group entity's policies:
- the cost of staff, including those at headquarters, assigned to the activities funded by the trust fund, corresponding to salaries and other benefits costs;
- travel and subsistence costs for staff and consultants;
- cost of purchase or lease for goods and services (including consultant services, transport, storage and distributing, lease of equipment, etc.);
- costs directly arising out of, or related to, distributing consumables, supplies and communications;
- expenditure on contracting (including works);
- the proportion of field office costs that corresponds to the amount of activity directly attributable to the activities financed by the trust fund or to the proportion of the amount deposited by the European Union;
- media workshops, conferences, meetings and other costs including dissemination of information, translation, reproduction, publication;
- training;
- Supervision/project management activities, project preparation activities, and specific reporting for the needs of the Commission;
- financial service costs (in particular bank fees for transfers) and insurance;
- costs related to carrying out visibility activities.

**Section 14.03.** The following costs of the World Bank Group entity or its Recipient shall not be considered eligible:
- expenditures and provisions for possible future losses or debts;
- interest owed to any third party;
- items already financed from other sources;
- purchases of land or buildings;
- currency exchange losses;
- taxes, duties and charges (unless the World Bank Group entity or the Recipient is not able to reclaim them and if allowed by the applicable regulatory provisions of the European Union).

**Section 14.04.** 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, a fixed percentage of Direct Costs, not exceeding 7%, may be deducted from each Contribution and retained as Indirect Costs by the World Bank Group entity. The 7% includes any set up fee that the World Bank governing bodies' decision may establish. Indirect Costs are eligible provided that they do not include Direct Costs specifically charged including preparation and supervision costs.

Where the administrative costs charged by the World Bank Group exceed 7%, the World Bank Group entity may recover the balance as Direct Costs, subject to meeting the requirements governing direct eligible costs referred to in Section 14.01. Indirect Costs shall
not be eligible where the Administration Agreement concerns the financing of a Project where the World Bank Group entity is already receiving funding for its functioning from the European Union during the same period in question.

**ARTICLE 15**
**Payments**

**Section 15.01.** Payment schedule is set out in Article 4 of the Administration Agreement and follow one of the options below.
- **Option 1** will be applicable in case of Single Donor Trust Funds or Multi-Donor Trust Funds where the trust fund has an anticipated duration of one year or less: An advance payment, representing 100% of the total Contribution referred to in Section 3.02 of the Administration Agreement shall be payable by the Commission within forty-five (45) days following receipt of the Administration Agreement signed by both Parties and receipt by the Commission of a payment request conforming to the model agreed between the Parties.
- **Option 2** will be applicable in case of Single Donor Trust Funds or Multi-Donor Trust Funds where the trust fund has an anticipated duration of more than one year: An advance payment representing 50% of the total Contribution referred to in Section 3.02 of the Administration Agreement shall be payable within forty-five (45) days following receipt of the Administration Agreement signed by both Parties and receipt by the Commission of a payment request conforming to the model agreed between the Parties.

One or several intermediate payments representing X% of the total Contribution referred to in Section 3.02 of the Administration Agreement and specified in Section 4.01 of the Administration Agreement, shall be payable within forty-five (45) days of approving the narrative progress report and the financial information provided the payment request is accompanied by written confirmation that 50% of the total funds received to-date by the trust fund have been subject to a Commitment.

A final payment representing 100-(50 + X)% of the total Contribution referred to in Section 3.02 of the Administration Agreement and specified in Section 4.01 of the Administration Agreement, shall be payable within forty-five (45) days following receipt of the Administration Agreement signed by the Commission of a payment request accompanied by written confirmation that (50 +X)% of the total funds received to-date by the trust fund have been subject to a Commitment.

**Section 15.02.** Narrative progress reports and the up to date financial information shall be deemed approved if the Commission has not reacted within forty-five (45) days of receiving the narrative progress report. If the Commission does not intend to approve a narrative report and/or financial information, as submitted or made available, it shall revert to the World Bank Group entity specifying the additional information it requires in accordance with Section 2.08. The deadline for approving the narrative report and financial information 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 forty-five (45)-day payment period. The payment period shall be suspended pending the payment request being made available in accordance with Section 15.01.

Approval of a report does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information contained therein.

**Section 15.03.** 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  
IBAN Number: GB37BOFA16505062952017

Or to any other bank account pursuant to Section 9.02.

When making deposits pursuant to this Section 15.03, the Commission will instruct the bank with which the deposit is made to include in its payment details information (remittance advice) field of its SWIFT payment message information indicating the amount and date of the deposit, the name and World Bank reference number of the trust fund for which the deposit is made (as set forth in the Administration Agreement), the Commission internal reference number (as set forth in the Administration Agreement), name of the project for which the funds are intended, name of the Commission's department responsible for the trust fund, date of the Administration Agreement or amendment. The Commission will also send a copy of its instruction to the BRD's Trust Funds Division via e-mail using address “TFremitadvice@worldbank.org” or via fax utilizing fax number 1-202-614-1315.

Section 15.04. In case of Single Donor Trust Funds except as the Commission and the World Bank Group entity may otherwise agree and subject to Section 15.06, any funds so deposited by the Commission shall be maintained in Euro. In case of Multi-Donor Trust Funds, in the event that holding currency of the Multi-Donor Trust Fund is not Euro, the World Bank Group entity shall convert the funds into the holding currency of the trust fund promptly following receipt of the funds, provided that all the necessary documentation has been received, at the exchange rate applicable to the World Bank Group on the date of the conversion unless the parties agree otherwise in Section 7.02 of the Administration Agreement. In all cases, where the Contribution proves to be insufficient to complete the Project as a result of an exchange rate fluctuation, the Commission will not bear any responsibility for additional financing.

Section 15.05. The funds deposited pursuant to Section 15.04 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 15.06. The World Bank Group entity may exchange any funds held hereunder for other currencies in order to facilitate their administration and disbursement at the exchange rate applicable to the World Bank Group on the date of the conversion unless the parties agree otherwise in Section 7.02 of the Administration Agreement.

Section 15.07. IBRD shall, on behalf of the World Bank Group entity, invest and reinvest the funds provided by the European Union hereunder pending their disbursement, in accordance with IBRD's policies and procedures for the investment of trust funds. For Multi Donor Trust Funds and/or Joint Management, IBRD shall credit all income earned on funds received from the Commission from such investment to the trust fund established under this Administration Agreement to be used for the same purposes as the Contribution funds. For Contributions
which are not Multi-Donor Trust Funds and/or Joint Management, investment income earned on funds received from the Commission shall be identified as such, and IBRD shall credit such income to the Commission's Donor Balance Account to be reimbursed to the Commission annually upon receipt by IBRD of banking details and authorized instructions from the Commission. Such refund request shall be sent to the attention of the Division Manager, Trust Fund Division, Accounting Department of the World Bank.

ARTICLE 16
Financial audits and checks

Section 16.01. The World Bank Group shall maintain separate records and ledger accounts in respect of the Contributions deposited by the Commission in the trust fund account and disbursements made therefrom. Separate records and ledger accounts shall be kept for each trust fund.

Section 16.02. The World Bank Group shall provide to the Commission, within six (6) months following the end of each World Bank Group fiscal year, the annual single audit, comprising (1) a management assertion together with an attestation from the World Bank Group's external auditors concerning the adequacy of internal control over cash-based financial reporting for trust funds as a whole; and (2) a combined financial statement for all cash-based trust funds together with the external auditor's opinion thereon. The cost of the single audit shall be borne by the World Bank Group.

Section 16.03. For exceptionally large trust funds where a financial statement audit is deemed appropriate and necessary, the World Bank will include provisions in the Administration Agreement for the financial statements of the trust fund to be audited (either annually, periodically, or at the completion of the trust fund as agreed with the donor(s)), by the World Bank's external auditors in addition to the Single Audit Report. The costs with respect to such audits will be paid by the trust fund. These audited financial statements will be submitted to the Commission.

Section 16.04. If the Commission wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of a trust fund established under an Administration Agreement, the Commission and the Bank will first consult one another as to whether such an external audit is necessary. Following consultation, if the Commission wishes to proceed with the external audit, the Bank will arrange for such an audit. The cost of any such audit, including the Bank's internal costs related to such an audit, will be paid by the Commission.

Section 16.05. The Bank will provide the Commission with copies of all financial statements and auditors' reports received by the Bank from the Recipients pursuant to the Grant Agreements.

Section 16.06. The World Bank Group entity shall, until at least seven years after the End Disbursement Date of the Administration Agreement:
(i) keep financial and accounting documents concerning the activities financed by the European Union hereunder; and
(ii) make available to the competent bodies of the European Union upon request, all relevant financial information, including statements of accounts concerning the project or activity financed by the European Union hereunder (whether executed by such World Bank Group entity or by its subcontractor).
Section 16.07. In conformity with the European Union financial regulations, the European Union may undertake, including on-the-spot, checks related to the Projects and activities financed by the trust fund.

Section 16.08. The foregoing shall be applied in accordance with the verification provisions provided for in Attachment 3 of the Framework Agreement.

ARTICLE 17
Final amount of the Contribution by the Commission

Section 17.01. The total amount to be paid by the Commission to the World Bank Group entity may not exceed the maximum Contribution established by Section 3.02 of the Administration Agreement, even if the overall actual expenditure exceeds the estimated total budget set out in Section 3.01 of the Administration Agreement unless amended in accordance with Section 9.01.

Section 17.02. The World Bank Group entity accepts that the Contribution amount shall be limited to the amount required to balance income and expenditure for the Project and that it may not in any circumstances result in a surplus for the World Bank Group entity.

Section 17.03. In cases where the Project is not completed by the End Disbursement Date specified in Section 2.03 of the Administration Agreement, the funds that remain unexpended after all Commitments incurred have been satisfied, including investment income will be reimbursed to the relevant Balance Account.

Section 17.04. Where the Project is not carried out according to the Administration Agreement and without prejudice to its right to terminate the Administration Agreement pursuant to Section 12.02, the Commission may, after allowing the World Bank Group entity to submit its observations and without prejudice to Article 13, adjust its Contribution pro rata to the actual implementation of the Project on the terms laid down in the Administration Agreement giving three (3) months' prior written notice.

ARTICLE 18
Recovery

Section 18.01. Upon the completion or termination of the Project for which the European Union has provided funding hereunder, the World Bank Group entity, will refund to the Commission within forty-five (45) days of receiving a written request from the latter any amounts paid in excess of the final amount due for such project (including any investment income not previously reimbursed to the Commission or to the Balance Account). Such refund request with banking details and authorized instruction from the Commission shall be sent to the attention of the Division Manager, Trust Fund Division, Accounting Department of the World Bank. Any refund to the Commission will be done in Euro, unless the Parties agree otherwise, at the exchange rate applicable to the World Bank Group on the date of the conversion unless the Parties agree to another exchange rate in Section 7.02 of the Administration Agreement. In the event the funds are received by the Commission before such refund request is sent, the Commission will issue a refund request acknowledging their receipt.
Section 18.02. If the World Bank Group entity fails to repay by the due date, the sum due shall bear interest in accordance with the rules of the Commission. In case of Contributions which are Multi-Donor Trust Funds and/or Joint Management the accrued investment income may be taken into account.

Section 18.03. Amounts to be repaid to the Commission may be offset against amounts of any kind due to the World Bank Group entity or the Recipient, after consulting it accordingly. This shall not affect the Parties' option to agree on payment in instalments.

Section 18.04. Bank charges incurred by the repayment of amounts due to the Commission shall be borne entirely by the World Bank Group entity.
ANNEX III OF THE ADMINISTRATION AGREEMENT
PROPOSED INDICATIVE BUDGET FOR THE PROGRAM AND STG ACTIVITIES

Proposed Program Indicative Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff &amp; Consultant Cost</td>
<td>2,097,205</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>612,035</td>
</tr>
<tr>
<td>Translation</td>
<td>85,960</td>
</tr>
<tr>
<td>Training costs</td>
<td>66,600</td>
</tr>
<tr>
<td>Workshop Costs</td>
<td>96,700</td>
</tr>
<tr>
<td>Workshop Participants Travel</td>
<td>39,000</td>
</tr>
<tr>
<td>Incremental Operating Costs</td>
<td>10,500</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td><strong>3,008,000</strong></td>
</tr>
<tr>
<td>Bank Administration fee (6%)</td>
<td>192,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,200,000</strong></td>
</tr>
</tbody>
</table>

Proposed STG Activities Indicative budget (Euros)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff &amp; Consultant Cost</td>
<td>1,037,700</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>397,540</td>
</tr>
<tr>
<td>Translation</td>
<td>59,360</td>
</tr>
<tr>
<td>Training costs</td>
<td>37,600</td>
</tr>
<tr>
<td>Workshop Costs</td>
<td>56,800</td>
</tr>
<tr>
<td>Workshop Participants Travel</td>
<td>9000</td>
</tr>
<tr>
<td>Incremental Operating Costs</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td><strong>1,598,000</strong></td>
</tr>
<tr>
<td>Bank Administration fee (6%)</td>
<td>102,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,700,000</strong></td>
</tr>
</tbody>
</table>

*The total amount of the budget for the Program will be updated from time to time upon IBRD receiving Additional Contributions from the Commission under the framework of the Programmatic Trust Fund (TF07818). In such cases, the revised and updated total budget for the Program will be deemed to have been agreed by both parties upon signature of any Administrative Agreement(s) for an Additional Contribution without the need to further amend this Agreement or any other Administration Agreement under the Programmatic Trust Fund.*