ATTACHMENT 1 OF THE FRAMEWORK AGREEMENT

FORM OF ADMINISTRATION AGREEMENT FOR EUROPEAN COMMUNITY CONTRIBUTIONS, AS REPRESENTED BY THE COMMISSION, TO TRUST FUNDS

Multi-Donor Trust Fund for support to the Association for Strengthening Agricultural Research in Eastern and Central Africa (ASARECA)
(TF No. 071104)

European Commission ref. 2011/279-840

Article 1

Subject

Section 1.01. In pursuance of the Trust Funds and Cofinancing Framework Agreement between the European Community, represented by the Commission of the European Communities (the "Commission"), and the International Bank for Reconstruction and Development ("IBRD"), the International Development Association ("IDA"), and the International Finance Corporation ("IFC") (collectively, the World Bank Group) dated March 20, 2009 (the "Framework Agreement"), the Commission hereby agrees to make available a Contribution for an amount referred to in Section 3.02, and to be administered by the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively the "Bank" or the "World Bank") for the Association for Strengthening Agricultural Research in Eastern and Central Africa ("ASARECA") (TF071104) (the "Project").

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

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

- the Framework Agreement;
- this Administration Agreement;
- the attached General Conditions applicable to European Community Contributions to Trust Funds (the "General Conditions"); and
- the standard provisions agreed between the Bank and the donors (the "Standard Provisions").

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

Section 1.05. The Project is 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 Contribution must be incurred after the date following that on which the last of the two parties signs.

Section 2.03. It is expected that an amount of the trust fund equal to the Contribution will be fully utilized in accordance with the provisions of this Administration Agreement by June 30, 2014 ("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 Bank shall only disburse the European Community’s pro rata share of the funds remaining in the trust fund, including any investment income added thereto for the purposes of this Administration Agreement after 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 trust fund is estimated to be EUR 38,020,000 as set out in Annex IV.

Section 3.02 The Commission undertakes to finance EUR 5,000,000 for the trust fund.

Section 3.03 Indirect Costs under this Administration Agreement shall not exceed 0.41 % of the final amount of eligible Direct Costs of the Contribution.

The Bank may, following deposit of the Contribution by the Commission, deduct from each Contribution of the Commission and retain for the Bank’s own account an amount equal to 0
do_f the holding currency of the trust fund or 0% of the Contribution.

In addition, staff costs for program management, preparation and supervision up to a maximum of US$1,500,000 of the holding currency of the trust fund 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.

The final amount that the Bank 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 The categories of costs stated in Section 3 of Annex 1 shall be considered eligible under this Administration Agreement provided they comply with Section 14.01 of the General Conditions.
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

EUR2,500,000
50%

Intermediate payment

EUR2,250,000
45%

Final payment

EUR 250,000
5%

(subject to the provisions of the General Conditions)

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 shall accompany every request for a further instalment of financing. A final narrative report shall be forwarded to the Commission within six (6) months after the End Disbursement Date;

- the progress financial information 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 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 an annual work plan 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:

Head of Delegation of the European Commission to the Republic of Uganda
Crested Towers 15th Floor
Plot 17-23, Hannington Road
P.O. Box 5244 Kampala
Uganda
For the attention of Mr. Roberto Ridolfi.

Payment requests and the reports attached to them should be sent to:

Mr. Roberto Rifolfi  
Head of Delegation of the European Commission to 
the Republic of Uganda  
Crested Towers 157th Floor  
Plot 17-23, Hannington Road  
P.O. Box 5244 Kampala  
Uganda  

For the Bank:  

Mr. David J. Nielsen  
Lead Agriculture Services Specialist  
AFTAR  
The World Bank  
1818 H Street, NW  
Washington, DC  20433  
U.S.A.  

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 Project.  
Annex II: General Conditions applicable to European Community Contributions to Trust Funds.  
Annex III: Standard provisions agreed between the Bank and the donors.  
Annex IV: Indicative Budget for the Project.  

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 Project  

Section 7.01. Section 14.03 of the General Conditions shall be deemed to have been complied with, provided the amount contributed by the other donors to the Multi-Donor Trust Fund is sufficient to cover those amounts which are ineligible under the European Union rules including cost recovery fees.  

This agreement is drawn up in three originals, two for the Commission and one for the World Bank Group entity.
For the European Community, represented by the Commission of the European Communities

Name: Mr. Roberto Ridolfi
Position: Head of Delegation Delegation of the European Union to the Republic of Uganda
Signature: /s/ Roberto Ridolfi
Date: December 20, 2011

For the International Bank for Reconstruction and Development and International Development Association

Name: Mr. Yusupha B. Crookes
Position: Director for Regional Integration, Africa Region
Signature: /s/ Yusupha B. Crookes
Date: December 6, 2011
Objective: Activities and Expenditures

1. Objective

The objective of the Project is to support a program of integrated agricultural research for development, with a view to a more effective use of resources devoted to agricultural research among the Member Countries and wider access to the results of research in the regional agricultural systems of Eastern and Central Africa.

2. Activities

The activities to be financed out of the proceeds of the Trust Fund (the Activities) consist of the following:

(a) Research for Development:

Provision by ASARECA of agricultural sub-grants to support research programs aiming at generating technologies in priority research areas.

(b) Agricultural Policy Analysis and Dissemination

(i) Carrying out by ASARECA of a program of agricultural policy research in areas related to agricultural productivity, agricultural markets, public policy and strategy for the agricultural sector; and dissemination of the results of such research in order to inform and improve decision-making.

(ii) Carrying out by ASARECA of programs to strengthen agricultural extension and agricultural training and education.

(c) Institutional Strengthening

(i) Carrying out by ASARECA of programs to strengthen: (A) its organization, management and operations, including its monitoring and evaluation capabilities, and provision of office equipment and consultant services required for the purpose; and (B) its financial management, procurement, human resources, information and communication capabilities.

(ii) Construction of a new headquarters building for ASARECA.

(d) Bank Supervision

Carrying out by the Bank of: (i) capacity building in the areas of institutional reform, planning, and monitoring and evaluation; and (ii) supervision of the activities referred to in (a) through (c) above.
3. **Eligible Expenditures**

The Contributions (as defined in Annex 2) under Parts (a) through (c) of paragraph 2 above may be used to finance goods, works and services, including operating costs, pursuant to a Grant Agreement to be entered between the Bank and ASARECA.

The Contributions under Part (d) of paragraph 2 above may be used to finance Staff Costs (including Indirect Costs), Consultant Fees, Extended Term Consultants, Temporary Staff Costs (STT and ETT), Travel Expenses, Meetings and Workshops, Contractual Services, and Associated Overheads.
GENERAL CONDITIONS APPLICABLE TO EUROPEAN COMMUNITY 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 Community 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 Community 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 Community 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 arrangements 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 Community.

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 fulfil 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.

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 Community;
- 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 Community).

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 Community 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 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 IBRD'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 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 Community 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 Community hereunder; and

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

Section 16.07. In conformity with the European Community financial regulations, the European Communities 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 Community 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.
Standard Provisions

The following provisions (hereinafter referred to as the "Standard Provisions") will be applicable to and form an integral part of all agreements or arrangements entered into between the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "Bank") and donor countries and/or organizations (hereinafter referred to as the "Donors") that provide grants (referred to as the "Contribution funds") to be administered by the Bank for the Multi-Donor Trust Fund for the East Africa Agricultural Productivity Program with ASARECA (the "Program").

1. Administration of the Contributions

   The Bank will be responsible only for performing those functions specifically set forth in this Arrangement and will not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Arrangement will be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

2. Commingling, Exchange and Investment of the Contributions

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

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

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

3. Administrative Cost Recovery

   3.1. In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Trust Fund, the Bank may, following deposit of the Contribution funds by the Donors, deduct from the total Contribution funds of the Donors and retain for the Bank's own account a total amount equal to $202,808.

   3.2. In addition, the Bank may deduct from the total Contribution funds of the Donors an amount equivalent to US$1,500,000 to cover actual costs for supervising and carrying out capacity building activities under Part 2 (d) of the Trust Fund. As part of its supervision, the Bank will review progress under the Trust Fund and compliance with agreed prior actions and benchmarks.
4. **Grant to Recipient**

4.1. The Bank will, as administrator on behalf of the Donors, enter into a grant agreement (the “Grant Agreement”) with ASARECA (the “Recipient”) for the provision of Contribution funds for the purposes of this Arrangement and on the terms and conditions set forth in the Grant Agreement. The Bank will furnish a copy of the Grant Agreement to the Donors.

4.2. The Bank shall be solely responsible for the supervision of activities financed under the Grant Agreement.

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

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

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

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

6. **Accounting and Financial Reporting**

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

6.2. The Bank shall furnish to the Donor current financial information relating to receipts, disbursements and fund balance in United States Dollars with respect to the Contribution funds via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under this trust fund have been satisfied and the trust fund has been closed, the final financial information relating to receipts, disbursements and fund balance in United States Dollars with respect to the Contribution funds will be made available to the Donor via the World Bank’s Trust Funds Donor Center secure website.

6.3. The Bank will provide to the Donors, within six (6) months following the end of each Bank fiscal year, a management assertion together with an attestation from the Bank’s external auditors concerning the adequacy of internal control over cash-based financial reporting for trust funds as a whole. The cost of such attestations will be borne by the Bank.
6.4. If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the trust fund established under this Arrangement, the Donor and the Bank will first consult as to whether such an external audit is necessary. The Bank and the Donor will decide on the most appropriate scope and terms of reference of such audit. Following this decision on the scope and terms of reference, the Bank will arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, will be paid by the Donor.

6.5. The Bank will provide the Donor with copies of all financial statements and auditors’ reports received by the Bank from the Recipient pursuant to the Grant Agreement.

7. **Coordination and Activity Reporting**

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

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

8. **Effectiveness; Disbursement Deadline; Cancellation; Refund**

8.1. It is expected that the Contribution funds will be fully disbursed by the Bank in accordance with the provisions of this Arrangement by **June 30, 2014**. The Bank will only disburse Contribution funds for the purposes of this Arrangement after such date with the written approval of the Donors.

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

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

9. **Disclosure**

The Bank may disclose this Arrangement and information on this trust fund in accordance with the Bank’s policy on disclosure of information.
10. **Indemnity**

The Donor will not be responsible for the activities of any person employed by the Bank as a result of this Arrangement, nor will the Donor be liable for any costs incurred by the Bank in terminating the engagement of any such person, except as a direct result of a failure by the Donor to provide the funds committed under the Arrangement.
Annex IV

Indicative Budget for the Trust Fund

<table>
<thead>
<tr>
<th>Activity Areas</th>
<th>EURO Million</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Research</td>
<td>19.52</td>
<td>51.3%</td>
</tr>
<tr>
<td>Policy Analysis and Advocacy</td>
<td>3.12</td>
<td>8.2%</td>
</tr>
<tr>
<td>Upscaling and Knowledge Management</td>
<td>5.47</td>
<td>14.4%</td>
</tr>
<tr>
<td>Research Support and Technical Assistance</td>
<td>5.47</td>
<td>14.4%</td>
</tr>
<tr>
<td>ASARECA Governance &amp; Management</td>
<td>3.12</td>
<td>8.2%</td>
</tr>
<tr>
<td>Trust Fund Management</td>
<td>1.32</td>
<td>3.5%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>38.02</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT 3 OF THE FRAMEWORK AGREEMENT

AGREEMENT ON THE VERIFICATION CLAUSE OF THE EC-WORLD BANK GROUP FRAMEWORK AGREEMENT

I - Interpretation of verification provisions

As regards the verification clause, including as incorporated in Section 16.06 (ii) of the Attachment 2 to the Framework Agreement, it is agreed that all financial information relevant to the Projects and activities financed by the European Community shall, upon request, be supplied to the European Community. It is understood that the information shall be drawn from accounts and records and will be in a form which makes it possible for the Community to verify the use to which its funds or contributions have been put. It is further agreed and understood that clarifications, including verification of specific documents, may be requested by the European Community. If so requested by the European Community, each World Bank Group entity will, where appropriate, request its external auditors to respond directly to the European Community in respect of such clarification.

As regards the checks to which reference is made in Section 16.07 of the Attachment 2 to the Framework Agreement, it is understood that representatives of the European Community will be given access to the site of the Project or the headquarters of the World Bank Group, taking into account, in the case of the Commission, the guidelines for on-the-spot verification under point II below. World Bank Group staff will supply all relevant financial and operational information and will explain to the European Community representatives, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure transparency and accuracy in the accounts and to guard against the misuse of funds and fraud. The purpose of such on-the-spot checks is to allow representatives from the Community to be in a position to report to their own institutions and to the European Parliament on the implementation of Projects and actions and whether value for money has been obtained. It is understood that such on-the-spot checks will be limited to information on the use of the financing provided by the European Community and is without prejudice to the immunities of the World Bank Group entities as set forth in their respective Articles of Agreement or Conventions.

Any question of application and interpretation of and any dispute arising from this Attachment shall be resolved by amicable means between the European Community and the relevant World Bank Group entity, without prejudice to Article 14 of the Framework Agreement.

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

II - Guidelines for on-the-spot verification missions by Commission services to World Bank Group entities

Purpose of verification missions

Commission services which are responsible for financing or co-financing Projects administered by the World Bank Group entities are required by the Financial Regulation to verify the legality and regularity of the expenditure and that it is in accordance with the principles of sound financial management. These provisions - the verification clause - are
contained in the Administration Agreements concluded between the Commission and the World Bank Group entity concerned.

Preparation of the mission

Requests by the Commission for on-the-spot verification missions shall be sent to the Bank’s Concessional Finance and Global Partnerships Vice Presidency.

In order to ensure that this Attachment functions satisfactorily, it is important that the missions are carefully prepared, that sufficient notice, at least two months, is given and that the organization to be visited is informed in advance of the Projects to be verified. The Commission and the relevant World Bank Group entity to be visited shall agree in advance on procedural matters. These matters include timing and scope of the mission, questions the mission wishes to review with the management of the relevant World Bank Group entity, nature of the financial information, level of sampling and whether missions are to visit headquarters locations and/or field offices. This is without prejudice to common terms of reference that may be agreed between the Commission and the World Bank Group as a tool to facilitate the conduct of these missions.

This will ensure that the necessary documentation, which may not be readily available, can be prepared. It will also enable the internal and external auditors to be advised so that the internal auditor, and where possible, the external auditor, is available to assist the mission team.

Access to original documentation held by a World Bank Group entity will, subject to such entity’s document retention policy, be ensured. The relevant entity will assist the mission team in seeking access to original documentation held by third parties.

Coordination for mission programmes

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

Conduct of the mission

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

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

In carrying out these checks, the mission team will work as far as possible in close collaboration with the internal and external audit services of the relevant World Bank Group entity, which will allow the visual verification by Commission controllers of original justifying vouchers such as invoices, replies to calls for tender, proof of payments, curricula vitae, justifying vouchers in the case of sub-contracting etc.
The mission team has access to all original documents, without exception, for verification purposes. Documents will only be photocopied if this is necessary and copies will not be taken of documents which the relevant World Bank Group entity considers particularly sensitive.

In cases where the mission team identifies serious problems of mismanagement, irregularity, weaknesses in the control systems and procedures, or where they consider it necessary to take photocopies of particularly sensitive documents, they will request the external auditor to examine the matters in accordance with the first paragraph of point I of this Attachment 3.

**Procedure for dealing with problems arising during a mission**

If problems arise concerning access to documentation or any other aspect of this Attachment, the mission team should contact immediately the responsible Director at Commission headquarters in order that difficulties may be resolved without delay and the mission completed on time.
ATTACHMENT 4 OF THE FRAMEWORK AGREEMENT

AGREEMENT ON THE VISIBILITY AND PARTICIPATION CLAUSE OF THE EC-WORLD BANK GROUP FRAMEWORK AGREEMENT

Objectives

This Attachment aims at clarifying the scope of the visibility clause included in Article 8 of the Framework Agreement, as well as establishing a course of action for improving public understanding of the role of the Parties in co-financed operations.

It describes actions to be undertaken to strengthen the understanding of and support for key development messages among authorities, non-state actors and the general public in beneficiary countries, authorities, non-state actors and general public in the EU member states and interested parties in the wider donor community.

Respect of the visibility provisions of the Framework Agreement

(1) The Parties shall take all appropriate measures to ensure that the visibility provisions of the Framework Agreement, as clarified by this Attachment, are duly respected, and that their departments, both in headquarters and in their country offices, comply with their respective visibility obligations. Where the action entails particular, context-specific visibility requirements, the specific Administration Agreements signed by the Parties complement the visibility provisions of the Framework Agreement, by including a visibility plan adapted to the action to be financed or co-financed, and incorporating the provisions of this Attachment.

(2) The services of the Commission, including its Delegations, and the relevant services of the World Bank Group, will, in the framework of their respective regular reporting requirements, report on their assessment of the implementation of the visibility provisions of the specific Administration Agreements.

(3) The result of the reports on visibility mentioned in the previous paragraph will be discussed in the preparations for the annual consultations between the Commission and the World Bank Group provided for in Article 11 of the Framework Agreement. Specific recommendations and proposals to improve the implementation of such visibility provisions may then be adopted during the annual consultations.

(4) Where appropriate to support such visibility requirements, funding may be included in the program of development activities the trust fund is supporting.

Press information, reports and publications

The relevant World Bank Group entity will take all appropriate measures to publicise the fact that an action has received funding from the European Union. Information given to the press and to the beneficiaries of an action, all related publicity material, official notices, reports and publications should acknowledge that the action was carried out "with funding provided in part by the European Union" and display appropriately the European logo (twelve yellow stars on a blue background).
**Equipment and vehicles**

The World Bank Group entity's equipment and vehicles may carry its emblem and other indications of ownership prominently displayed. In such cases, where equipment or vehicles and major supplies have been purchased using funds provided by the European Community, the relevant World Bank Group entity shall, and shall require entities contracted by the relevant World Bank Group entity to, include appropriate acknowledgement on such vehicles, equipment and major supplies (including display of the European logo).

**High level visits**

Where high level visits are planned concerning joint funded activities, the Parties will inform each other and consider co-ordinating these visits and agreeing on joint messages.

**Trust Fund Management**

Where the Commission contributes more than 20% of a trust fund, it will expect to have a significant role in the governance of the trust fund, including, where appropriate, co-chairing any steering committee for the trust fund.

**Joint press conferences, donor conferences and public debates**

The World Bank Group and the Commission shall invite each other to participate at press conferences, donor conferences and public debates on trust funds where the Commission is a significant contributor.

**Initiatives for a better visibility**

The Parties will work together so that a better visibility in the field for co-financed actions will support actions to improve visibility in the EU. Special initiatives such as material for schools, website management and development, shared photo banks and TV spots will be appropriately included in the visibility plan referred to above, and the necessary financial provision made in the visibility plan.

**Staff**

Improving visibility in the field will depend primarily on initiatives of staff in both institutions. These initiatives will be agreed during the negotiation of each trust fund and their cost covered by the trust fund. The Parties commit themselves to improving the training of staff in communication skills. Best practices will be disseminated as appropriate through Commission and World Bank Group instruments.

**Guidelines**

The Parties will adopt joint guidelines in order to clarify and support the co-operation of their country offices in relation to visibility, including the scope and format for visibility plans.