Administration Agreement

between

the European Commission

and

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

concerning

the Burundi Jiji and Mulembwe Hydropower Project Single-Donor Trust Fund
(No. TF072498)

EU Contract number: 2015/364690
Administration Agreement between the European Commission and the International Bank for Reconstruction and Development and the International Development Association concerning the Burundi Jiji and Mulembwe Hydropower Project Single-Donor Trust Fund (No. TF072498)
EU Contract number: 2015/364690

This Administration Agreement is concluded under Indirect Management in the context of the Framework Agreement between the World Bank Group and the European Commission which sets the general conditions for this Administration Agreement. The Framework Agreement shall be applicable and form an integral part of this Administration Agreement for the Trust Fund.

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the European Commission (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of thirty million two hundred thousand Euros (€30,200,000) (the “Contribution”) for the Burundi Jiji and Mulembwe Hydropower Project Single-Donor Trust Fund, No. TF072498 (the “Trust Fund”) in accordance with the terms of this Administration Agreement.

The estimated total budget of the Trust Fund is thirty million two hundred thousand Euros (€30,200,000). The indicative budget set out in Annex 4 shall be used for monitoring purpose only and shall not be binding.

2. The Contribution shall be used to finance the activities set forth in the “Burundi Jiji and Mulembwe Hydropower Project Single-Donor Trust Fund Description” attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Agreement, including the “Standard Provisions” attached hereto as Annex 2.

Expected results of the Trust Fund and corresponding indicators (including baselines, result goals and sources of data) are set out in Annex 3.

The Implementation period shall start on the date following that on which the last of the two parties signs.

3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in Section 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:

(A) Promptly following countersignature – €6,200,000
(B) €12,000,000 subject to the disbursement of 70% of the preceding installment.
(C) €12,000,000 subject to the disbursement of 70% of the preceding installments.

The period for payment of further installments shall be 60 days.
The period for payment of the balance shall be 60 days.

4. When making any deposit, the Donor shall instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Donor for TF072498 (the Burundi Jiji and Mulembwe Hydropower Project Single-Donor Trust Fund), the Commission internal reference number and the date of the Administration Agreement, the name of the project for which the funds are intended, the name of

-2-
the Commission department responsible for the Trust Fund and the date of the deposit (the "Deposit Instructions"). In addition, the Donor shall provide a copy of the Deposit Instructions to the Bank's Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to +1 (202) 614-1315.

5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Agreement shall be in writing and delivered by mail, fax or e-mail to the respective Party's address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Bank (the "Bank Contact"):

Ms. Bella Bird
Country Director for Burundi
The World Bank
1818 H Street N.W.
Washington, DC 20433
Tel: 255-22-216-3237
E-mail: bbird@worldbank.org

For the Donor (the "Donor Contact"):

H. E. Patrick Spirlet
Ambasador/Head of Delegation
EU Delegation - Burundi
Old East Building, place de l'Indépendance
P.O. Box 103
Bujumbura, Burundi
Tel: +257 22 20 22 00
Fax: +257 22 22 46 12
E-mail: Patrick.spirlet@eeas.europa.eu

6. In the event any amounts are to be returned to the Donor under this Administration Agreement, the Bank shall transfer such amounts to the Donor unless otherwise agreed with the Bank.

7. All annexes hereto and the Framework Agreement between the World Bank Group and the European Commission constitute an integral part of this Administration Agreement, whose terms taken together shall constitute the entire agreement and understanding between the Donor and the Bank. In the event of any inconsistency, the Framework Agreement prevails over the Administration Agreement and the Administration Agreement prevails over its Annexes. Unless otherwise specified in an annex hereto, this Administration Agreement may be amended only by written amendment between the Bank and the Donor.

8. Individual procurement and grant contracts under this Administration Agreement shall be signed by the World Bank Group entity no later than thirty six (36) months from the date of this Administration Agreement.

9. The measures taken to identify the EU as a source of financing shall be in accordance with Attachment 4 of the Framework Agreement.
10. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Administration Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Administration Agreement, and upon possession by the Bank of this fully signed Administration Agreement, this Administration Agreement shall become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 
Name: RACHID B RADSI
Title: Country Manager
Date: 17/12/2015

EUROPEAN COMMISSION

By: 
Name: 
Title: 
Date: 

Gaza STRAMMER
Chef de Coopération
Délégation de l'Union européenne au Burundi
17/12/2015
ANNEX 1

Burundi Jiji and Mulembwe Hydropower Project Single-Donor Trust Fund Description

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor. This Trust Fund is expected to contribute to the multi-donor financing of the Jiji and Mulembwe Hydropower Project in collaboration of other co-financiers, including the World Bank.

1. Objectives

The objectives of the Trust Fund is to increase the supply of clean and low cost hydropower electricity to Burundi’s national grid.

2. Activities

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

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

Provision of operational support activities to oversee Project implementation.

2.2 Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

(A) (i) Construction of a: (a) 110 kV substation at the Jiji Power Plant site (“Jiji Substation”); (b) 110 kV at the Mulembwe Power Plant site (“Mulembwe Substation”); (c) 110/30 kV substation at Horezo within the Recipient’s administrative locality of Muheka (“Horezo Substation”); and (d) 110/30/10 kV substation in the Recipient’s urban center of Kabezi (“Kabezi Substation”); and

(ii) Extension of an existing: (a) 110/30/10 kV RNI substation in the Recipient’s commune of Gihosha (“RN1 Substation”); (b) 30/10 kV substation in the Recipient’s urban commune of Kanyosha (“Bujumbura Sud Substation”); and (c) 30/10 kV substation in the Recipient’s commune of Bururi (“Itaba Substation”).

(B) Construction of: (a) transmission lines of approximately 107.2 kilometers to connect: (i) the Jiji Substation and Mulembwe Substation; (ii) each of the two aforementioned substations to the Horezo Substation; and (iii) the Horezo Substation through the Kabezi Substation to the RNI Substation; and (b) 30 kV distribution lines of approximately 25.4 kilometers to connect: (i) the Horezo Substation to the Itaba Substation; and (ii) the Kabezi Substation to the Bujumbura Sud Substation.

(C) Provision of Support to the restructuring of the Project Implementing Entity in accordance with the 2013 REGIDESO Audit Recommendations for the purposes of increasing the Project Implementing Entity’s managerial accountability, financial sustainability and operational performance.
3. **Eligible Expenditures**

Expenditures are only eligible if they are related to activities carried on before February 09, 2020.

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

(a) Consultant fees for individuals and firms
(b) Contractual services
(c) Extended term consultants – no indirects
(d) Media, workshops, conference and meeting
(e) Staff costs – no indirect costs
(f) Temporary staff costs – no indirects
(g) Travel expenses

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

(a) Civil works
(b) Consulting
(c) Goods
(d) Operating Costs
(e) Training
(f) Non-consulting services for surveys

4. **Governance**

The Bank and the Donor will consult each other regularly on the implementation of the Activities in accordance with the description of the Activities in Annex 1 of this Administration Agreement, including the indicative (and therefore non-binding) output timetable in Annex 3. The Donor will be responsible for organizing and inviting, as needed, the appropriate participants from other relevant European Commission services, represented in the Commission’s inter-services group on all workshops, meetings and presentations included in the Activities.
Standard Provisions

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

1. Administration of the Contributions

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

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

2. Management of the Contributions

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

2.2 The currency in which the funds in the Trust Fund shall be held is Euro (the “Holding Currency”).

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

2.4 The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.
2.5 The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank’s applicable policies and procedures for the investment of trust funds administered by the Bank. The Bank shall transfer all income from such investment to the Donor’s applicable donor balance account with the Bank.

3. **Trust Fund Fees and Costs**

3.1 The Bank shall deduct and retain for its own account, as a deduction from each Installment, an amount equal to 5.5 percent (5.5%) per Installment as an administrative fee for the Trust Fund.

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

4. **Accounting and Financial Reporting**

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

4.2 The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions shall be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

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

4.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the Trust Fund, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Bank and the Donor shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be borne by the requesting Donor.

4.5 The Bank shall make available to the Donors copies of all financial statements and auditors’ reports received by the Bank from Recipients pursuant to any Grant Agreements (as defined below) in accordance with the Bank’s Access to Information Policy.
5. **Progress Reporting**

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

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

6. **Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by June 30, 2020 (the "End Disbursement Date"). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

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

7. **Disclosure; Dispute Resolution**

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

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

8. **Grants to Recipients**

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

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

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

<table>
<thead>
<tr>
<th>Expected Results (logic of intervention)</th>
<th>Indicators</th>
<th>Baselines</th>
<th>Result goals</th>
<th>Sources of data</th>
<th>Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Impact</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Transmission and distribution lines</strong></td>
<td>Transmission lines constructed under the project (km)</td>
<td>0</td>
<td>107.2</td>
<td>REGIDESO Annual Report, PIU progress reports</td>
<td>Estimated 107.2km of new 110kV lines</td>
</tr>
<tr>
<td><strong>Substations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increased flow of renewable energy into the system</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Outcome(s)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Transmission and distribution lines</strong></td>
<td>Distribution lines constructed under the project (km)</td>
<td>0</td>
<td>25.4</td>
<td>REGIDESO Annual Report, PIU progress reports</td>
<td>Estimated 25.4 km of new 30kV lines</td>
</tr>
<tr>
<td><strong>Substations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increased power flow of renewable energy into the system</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Output(s)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Transmission and distribution lines</strong></td>
<td>Number of substations constructed and extended (number)</td>
<td>0</td>
<td>5</td>
<td>REGIDESO Annual Report, PIU progress reports</td>
<td>2 new substations constructed and 3 substations extended</td>
</tr>
<tr>
<td><strong>Substations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increased amount of hydroelectricity generation evacuated in the system</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increased capacity of substations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Indicative Budget

<table>
<thead>
<tr>
<th>Grants to Recipient</th>
<th>Indicative budget in Euro</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff time and Bank consultants</strong></td>
<td>28,064,000</td>
</tr>
<tr>
<td>45 staff-weeks for Components A3, A4 and C1 of Jiji and Mule Project</td>
<td>350,000</td>
</tr>
<tr>
<td>Team Leader</td>
<td></td>
</tr>
<tr>
<td>2 Sr. Power Engineers</td>
<td></td>
</tr>
<tr>
<td>Sr. Procurement Specialist</td>
<td></td>
</tr>
<tr>
<td>Sr. Social safeguard specialist</td>
<td></td>
</tr>
<tr>
<td>Sr. Environmental specialist</td>
<td></td>
</tr>
<tr>
<td>Sr. Utility reform specialist</td>
<td></td>
</tr>
<tr>
<td>Sr. Financial Analyst</td>
<td></td>
</tr>
<tr>
<td>Sr. Financial Management Specialist</td>
<td></td>
</tr>
<tr>
<td>Sr. Monitoring and Evaluation specialist</td>
<td></td>
</tr>
<tr>
<td>Sr. Communications Specialist</td>
<td></td>
</tr>
<tr>
<td>Sr. Counsel</td>
<td></td>
</tr>
<tr>
<td>Sr. Energy Economist</td>
<td></td>
</tr>
<tr>
<td>3 Utility Specialists (MIS, Billing, Metering, Institutional/Legal/Governance, etc.)</td>
<td></td>
</tr>
<tr>
<td><strong>Travel expenses</strong></td>
<td>75,000</td>
</tr>
<tr>
<td>390 days in country of WB staff</td>
<td></td>
</tr>
<tr>
<td>€13,600 share of hotel and Per diem</td>
<td></td>
</tr>
<tr>
<td>€63,400 share of approximately 36 international flights</td>
<td></td>
</tr>
<tr>
<td><strong>Other contractual services</strong></td>
<td>50,000</td>
</tr>
<tr>
<td>€25,000 local transport</td>
<td></td>
</tr>
<tr>
<td>€25,000 Visibility, printing, venue hire</td>
<td></td>
</tr>
<tr>
<td><strong>Administration fee (5.5%)</strong></td>
<td>1,661,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>30,200,000</td>
</tr>
</tbody>
</table>

The amount estimated for personnel is calculated taking into account different levels of expertise estimated to be required for carrying out the activities described in Annex 1. The World Bank Group entity may transfer amounts between categories of the indicative budget. This does not require an amendment of the Administration Agreement if the Action is carried out as described in Annex I – Trust Fund description.