Administration Arrangement between the United Kingdom of Great Britain and Northern Ireland, acting through the Foreign and Commonwealth Office (FCO) and the International Bank for Reconstruction and Development and the International Development Association concerning the Marseille Center for Mediterranean Integration Multi-Donor Trust Fund (TF072604)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the United Kingdom of Great Britain and Northern Ireland, acting through the Foreign and Commonwealth Office (FCO) (the “Donor”, and together with the Bank, the “Participants” and each a “Participant”) has decided to provide the sum of the sum of one million Pounds Sterling (£1,000,000) (the “Contribution”) for the Marseille Center for Mediterranean Integration Multi-Donor Trust Fund (TF072604) (the “Trust Fund”) in accordance with the provisions of this Administration Arrangement. Other donors are also expected to contribute to the Trust Fund on the basis specified in the Annexes to this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the “Marseille Center for Mediterranean Integration Multi-Donor Trust Fund Description” attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the provisions of this Administration Arrangement, including the “Standard Provisions” attached hereto as Annex 2.

3. The Donor will deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 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) By November 30, 2019, four hundred Pounds Sterling (£400,000).
(B) By November 30, 2020, six hundred Pounds Sterling (£600,000).

4. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund. If the Bank determines, on the basis of the speed of the implementation of the activities and availability of funds in the Trust Fund, that it is necessary to either bring Installments forward or delay them, the Bank and the Donor will mutually decide to revise the Installment schedule, as confirmed by the Bank to the Donor in writing.

5. When making any deposit, the Donor will 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 TF072604 (the Marseille Center for Mediterranean Integration Multi-Donor Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Donor will provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to +1 (202) 614-1315.

6. The Bank shall convert the Contribution funds into the holding currency of the Trust Fund, namely United States Dollars promptly upon receipt of the Contribution funds and he Deposit Instruction containing the information specified in paragraph 5 at the exchange rate obtained by the bank and o the date of the conversion. Where the Contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.
7. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Arrangement will be in writing and delivered by mail, fax or email to the respective Participant’s address specified below or at such other address as such Participant notifies in writing to the other Participant from time to time:

For the Bank (the “Bank Contact”):

Blanca Moreno Dodson  
Manager  
MNCMI  
The World Bank  
1818H Street  
Washington DC  
Tel. 0033 4 91 99 2450  
E-mail: bmorenododson@worldbank.org

For the Donor (the “Donor Contact”):

George Hodgson  
Head of North Africa Joint Unit  
Foreign and Commonwealth Office  
King Charles Street  
London  
SW1A 2AH  
Tel. +44 20 7008 0301  
George.Hodgson@fco.gov.uk

8. In the event any amounts are to be returned to the Donor under this Administration Arrangement, the Bank will transfer such amounts to the Donor, unless otherwise mutually decided with the Bank. When making any deposit, the Bank will 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 Bank in relation to TF072604 (the Marseille Center for Mediterranean Integration Multi-Donor Trust Fund), and the date of the deposit. The Bank will provide a copy of such information to the Donor.

9. At the date of Bank’s signature of this Administration Arrangement, the Indirect Rate (as defined in Annex 1 to this Administration Arrangement) is 17%.

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

11. It is understood that this Administration Arrangement, including any annexes, is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter. It is an administrative arrangement between the Bank and the Donor.
12. All references made in the Annexes to “shall”, “Administration Agreement” and “Parties” will have the same meaning as the term “will”, “Administration Arrangement” and “Participants” herein. In addition, references in the Annexes to “agreements” or to tenses of the verb “to agree” will be deemed to constitute references to “decisions” or to tenses of the verb “to decide”, and references to “comply”, “non-compliance” and “obligations” will deemed to constitute references to “adhere”, “non-adherence” and “terms”.

13. Each of the Participants represents, by confirming its acceptance below, that it is authorized to enter into this Administration Arrangement and act in accordance with its provisions. The Bank and the Donor are each requested to sign and date this Administration Arrangement, and upon possession by the Bank of this fully signed Administration Arrangement, this Administration Arrangement will come into effect as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ______________________________
Name: Blanca Moreno-Dodson
Title: Manager CMI
Date: 01-Nov-2019

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,
ACTING THROUGH THE FOREIGN AND COMMONWEALTH OFFICE

By: ______________________________
Name: George.Anderson
Title: Head North Africa Joint Unit, HM Government
Date: 04-Nov-2019
ANNEX 1

Description of Activities and Expenditures under the Marseille Center for Mediterranean Integration Trust Fund

This Annex shall be applicable to and form an integral part of all agreements entered into between the Bank and entities (collectively, the "Donors") that provide contributions (the aggregate of all contributions from the Donors, the "Contributions") to be administered by the Bank for the Trust Fund.

1. DESCRIPTION OF ACTIVITIES

1.1. The objective of the Marseille Center for Mediterranean Integration Trust Fund is to support the functioning and operation of the Marseille Center for Mediterranean Integration ("CMI"), a multi-partner cooperative arrangement among partners across the Mediterranean to enhance collaborative efforts and partnerships in core sectors.

1.2. Bank-Executed Trust Fund Activities to be financed by the Contributions include:

(i) Finance CMI's functioning and operation to promote its role in providing services and synergies for programs to be more effective and efficient.

(ii) Support CMI's core activities as a network among networks, bringing its unique governance structure to support other think tanks or collaborative arrangements.

(iii) Support CMI's program management and administration activities for the Trust Fund, including but not limited to supporting any program governance arrangements and Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the program.

2. ELIGIBLE EXPENDITURES

2.1. The following eligible expenditures categories may be used to finance Bank-executed activities:

(a) contractual services;
(b) equipment and office premises lease cost;
(c) media, workshops, conferences and meetings;
(d) travel expenses;
(e) short-term consultants and temporaries;
(f) extended term consultants and temporaries; and
(g) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries).

2.2. For purposes of the above expenditure categories: (i) "staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)" includes salaries, benefits and indirect rates charged to the Trust Fund as applicable under the Bank policies and procedures; (ii) "extended term consultants and temporaries" includes fees, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; and (iii) "short term consultants and temporaries" includes fees and indirect rates charged to the Trust Fund as applicable under Bank policies.
and procedures.

2.3. The "Indirect Rate" means the indirect rate, defined as a percentage of personnel costs and available at the World Bank's Development Partner Center secure website, as such rate may be revised from time to time by the Bank and applied to this Trust Fund, in accordance with its policies and procedures.
Standard Provisions Applicable to the
Marseille Center for Mediterranean Integration Trust Fund

This Annex shall be applicable to and form an integral part of all agreements entered into between the Bank and the Donors that provide Contributions to be administered by the Bank for the Trust Fund.

1. **Administration of the Contributions**

1.1. The Bank shall be responsible only for performing those functions specifically set forth in this 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 Agreement shall 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.

1.2. The Contribution 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 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 Donor acknowledges 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 the Donor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

2. **Commingling, Exchange and Investment of the Contributions**

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

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

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

3. **Procurement**

3.1. The employment and supervision of any consultants and the procurement of any goods financed by the Contributions shall be the responsibility of the Bank and shall be carried out in accordance with its applicable policies and procedures.

4. **Accounting and Financial Reporting**

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

4.2. The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in US Dollars of the Trust Fund with respect to the Contributions via the World Bank's Trust Funds Development partner 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 US Dollars of the Trust Fund with respect to the Contributions will be made available to the Donors via the World Bank's Trust Funds Development partner center secure website.

4.3. The Bank shall provide to the Donor, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (1) a management report together with an audit opinion 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 (2) 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 paid by the requesting Donor.

5. Progress Reporting

5.1. The Bank shall provide the Donors with an 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 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. 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 its policies and procedures. All associated costs 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.

5.3. The Bank will ensure that reports, publications, press releases and updates relevant to the Trust Fund are communicated to the Donor promptly following their issuance. Financial reports may be made available on the World Bank's Trust Funds Donor Centre secure website.

5.4. The Donor may request reasonable additional information, or clarification in respect of progress reports, on a case by case basis, providing the reasons for the request. Such information shall be supplied within forty-five days of the request.

5.5. The Bank and the Donor will endeavor to maintain close collaboration and exchange of information of the Project.

6. Liability

6.1. The Donor will not be responsible for the activities of any person or third party engaged by the Bank as a result of the Agreement nor will the Donor be liable for any costs incurred by the Bank in
terminating the engagement of any such person.

7. **Disbursement: Cancellation: Refund**

7.1. It is expected that the Contributions will be fully disbursed by the Bank by June 30, 2022. The Bank shall only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.

7.2. 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 Contributions 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 Agreement prior to the receipt of such notice.

7.3. Following the final disbursement date specified in paragraph 8.1, the Bank shall return any remaining balance of the Contributions to the Donors on a pro rata basis based on the Donors' paid Contributions. In the event of a cancellation, the Bank shall promptly return to the relevant Donors the Donor's pro rata share of uncommitted Contributions in accordance with paragraph 7.2.

8. **Dispute Resolution**

8.1. The parties shall endeavor to settle amicably any dispute or complaint relating to the interpretation, application or fulfillment of the 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's Optional Rules for Arbitration Involving International Organizations and States in force at the date of this Agreement.

8.2. 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.

8.3. Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any party hereto by its constituting documents or international law.

9. **Disclosure**

9.1 The Bank will disclose this Agreement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, Donors consent to disclosure of this Agreement and related information on this Trust Fund.