

Amendment No. 5 to the Administration Agreement between the French Republic, represented by its Ministry for Europe and Foreign Affairs, and the International Bank for Reconstruction and Development and the International Development Association regarding the Marseille Center for Mediterranean Integration Multi-Donor Trust Fund (Trust Fund No. 071415)

Amendment No. 2 to the Supplemental Agreement between the French Republic, represented by its Ministry for Europe and Foreign Affairs, and the International Bank for Reconstruction and Development and the International Development Association regarding the Marseille Center for Mediterranean Integration Multi-Donor Trust Fund (Trust Fund No. 072604 parallel to original Trust Fund No. 071415)

1. Reference is made to the Administration Agreement between the French Republic, represented by its Ministry for Europe and Foreign Affairs (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”) regarding the Marseille Center for Mediterranean Integration Multi-Donor Trust Fund (Trust Fund No. 071415) (“Original Account”) effective as of August 25, 2010, as amended (the “Administration Agreement”).

2. Reference is also made to the Supplemental Agreement between the Donor and the Bank regarding Marseille Center for Mediterranean Integration Multi-Donor Trust Fund (Parallel Trust Fund No. 072604) (the “Parallel Account”) effective as of June 17, 2019, as amended (the “Supplemental Agreement”).

3. The Parties agree to, for purposes of the Parallel Account, amend the Administration Agreement as follows:

a. A new paragraph 1.3 is added to Annex 1 of the Administration Agreement reading as follows:

“1.3. United Nations Office for Project Services (UNOPS)-executed activities, for which UNOPS has implementation responsibility:

i. Effective upon the transfer of the hosting of CMI from the Bank to UNOPS:

1. Finance CMI’s functioning and operation to promote its role in providing services and synergies for progress to be more effective and efficient.

2. Support CMI’s core activities as a network among networks, bringing its unique governance structure to support other think tanks or collaborative arrangements.”

b. A new paragraph 2.4 is added to Annex 1 of the Administration Agreement reading as follows:

“2.4. For UNOPS-executed activities, the Trust Fund funds may be used to finance eligible expenditures in accordance with UNOPS’ applicable policies and procedures.

c. A new paragraph 11 is added to Annex 2 of the Administration Agreement reading as follows:

“11. Transfers to UNOPS

11.1. The Bank shall enter into a transfer agreement with UNOPS (the “Transfer Agreement”) to set forth the terms and conditions of transfer of any Trust Fund funds transferred by the Bank to UNOPS from the Trust Fund. Following the transfer of funds by the Bank to UNOPS, UNOPS shall be responsible for the use of such funds, and the Bank will have no further responsibility with respect to such funds.

11.2. The Donors acknowledge and accept that the Bank has no responsibility under the Administration Agreement or otherwise for: (i) the use of the transferred funds (the “Transferred Funds”) and activities carried out therewith; (ii) implementing, monitoring, supervising, evaluating, or providing quality assurance for activities financed by the Transferred Funds; (iii) providing Donors with financial, progress, results or impact reporting for activities financed by the Transferred Funds; (iv) any misuse or misprocurement with respect to the Transferred Funds; or (v) pursuing any Donor interests or UNOPS undertakings with respect to the Transferred Funds.

11.3. The Donors further acknowledge and accept that any financial reports with respect to the Trust Fund funds transferred to UNOPS and the reports with respect to the progress of the implementation of UNOPS-executed activities are the responsibilities of UNOPS.”

- d. A new paragraph 12 is added to Annex 2 of the Administration Agreement reading as follows:

“12. Trust Fund Fee

12.1. The Bank shall, upon the transfer of funds to UNOPS, deduct from the Trust Fund and retain for its own account a fee equal to 1% of the Transferred Funds. The Transferred Funds may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.”

4. In accordance with the terms of paragraphs 6 and 8 of the Supplemental Agreement, the amendment in paragraph 3 above shall apply to the funds in the Parallel Account.

5. All other terms of the Administration Agreement shall remain the same.


[remainder of page intentionally left blank]

6. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Parties are requested to sign and date this Amendment, and upon possession by the Bank of this fully signed Amendment and respective amendments signed by all other donors to the Trust Fund, this Amendment shall become effective 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: 27-mai-2021

**FRENCH REPUBLIC
REPRESENTED BY ITS MINISTRY FOR EUROPE AND FOREIGN AFFAIRS**

By: 
Name: Karim Amellal
Title: Ambassadeur, délégué interministériel à la Méditerranée
Date: 28-mai-2021