

*Administration Agreement between the European Commission, on behalf of the European Union, and the International Bank for Reconstruction and Development concerning the Mauritius Rodrigues Airport Project Single-Donor Trust Fund (No. TF074029) Donor Reference No. FED/2019/412613*

This Administration Agreement is concluded under Indirect Management in the context of the 2020 Financial Framework Partnership Agreement between the World Bank Group and the European Commission, on behalf of the European Union, dated July 8, 2020 and as amended by Amendment No. 1 dated December 29, 2021 (the "Financial Framework Partnership Agreement" or "FFPA") which sets the general conditions for this Administration Agreement. The Financial Framework Partnership 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 (the "Bank") acknowledges that the European Commission, on behalf of the European Union (the "Donor", and together with the Bank, the "Parties" and each a "Party") agrees to provide the sum of sixteen million, ninety-five thousand nine hundred Euros (€ 16,095,900) (the "Contribution") in the following amounts: (i) six million five hundred and fifty thousand Euro (€ 6,550,000) ("Portion A of the Contribution"); and (ii) nine million five hundred and forty-five thousand nine hundred Euro (€ 9,545,900) ("Portion B of the Contribution") for the Mauritius Rodrigues Airport Project Single-Donor Trust Fund, No. TF074029 (the "Trust Fund"), in accordance with the terms of this Administration Agreement.

2. The Contribution shall be used to finance the activities set forth in the "Mauritius Rodrigues Airport 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.

3. Promptly following countersignature, the Donor shall instruct the *Agence Française du Développement* to deposit Portion A of the Contribution (€ 6,550,000) into such bank account designated by the Bank upon submission of a payment request by the Bank to the Donor.

4. In addition, the Donor shall deposit Portion B of 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) Promptly following countersignature: € 9,545,900

5. 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 TF074029 (the Mauritius Rodrigues Airport Project Single-Donor Trust Fund), the Commission internal reference number and the date of the Administration Agreement, and the name of 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 [tremittadvice@worldbank.org](mailto:tremittadvice@worldbank.org) or by fax sent to +1 (202) 614-1315.



6. 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"):

Marc Navelet  
Task Team Leader - Senior Transport Specialist  
IAET2  
The World Bank  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America  
Tel: +12024683064  
E-mail: [mnavelet@worldbank.org](mailto:mnavelet@worldbank.org)

For the Donor (the "Donor Contact"):

European Union Delegation to the Republic of Mauritius and to the Republic of Seychelles,  
For the attention of the Head of Cooperation  
8th Floor, St James Court St Denis street  
Port-Louis  
Mauritius  
E-mail: [Delegation-Mauritius-Operations@eeas.europa.eu](mailto:Delegation-Mauritius-Operations@eeas.europa.eu)

Copies of the documents referred to above, and correspondence of any other nature, shall also be sent to:

European Commission  
Directorate-General for International Cooperation and Development  
INTPA - A  
For the attention of the Director for Central and Southern Africa, Indian Ocean  
200, Rue de la Loi  
B-1049 Brussels  
Belgium  
E-mail: [INTPA-A@ec.europa.eu](mailto:INTPA-A@ec.europa.eu)

7. 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. When making any deposit, the Bank shall 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 TF074029 (the Mauritius Rodrigues Airport Project Single-Donor Trust Fund), and the date of the deposit. The Bank shall provide a copy of such information to the Donor.

8. As allowed by Article 24.3 (b) of the Financial Framework Partnership Agreement, the following derogations from the Financial Framework Partnership Agreement shall apply:

- (a) Articles 13.2 (a), (b) and (c) of the Financial Framework Partnership Agreement shall not apply to this Agreement; and



(b) The Bank shall charge a fee in accordance with paragraph 9.1 of Annex 2 to 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 Financial Framework Partnership Agreement.

10. All annexes hereto and the Financial Framework Partnership Agreement 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 Financial Framework Partnership 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.

11. 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

By: \_\_\_\_\_

*Name:* Zviripayi Idah Pswarayi Riddihough  
*Title:* Country Director

Date: \_\_\_\_\_

**EUROPEAN COMMISSION,  
on behalf of the European Union**

By: \_\_\_\_\_

*Name:* Hans Christian Stausboll  
*Title:* Acting Director DG INTPA.A

Date: 22/08/2023

### Mauritius Rodrigues Airport 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.

#### **1. Objectives**

The objective of the Trust Fund is to improve air transport access and enhance the climate resilience and productivity of the island of Rodrigues through co-financing for the Rodrigues Airport Project (IBRD Loan No. 9591-MU).

The Rodrigues Airport Project includes the following five components of activities: (1) Infrastructure Development; (2) Technical Assistance for Project Implementation and Sector Reforms; (3) Support Rodrigues' Sustainable Integrated Development with a Particular Focus on Access to Water and Food Security; (4) Supporting the Sustainable Development of the Tourism Sector in Rodrigues; and (5) Contingent Emergency Support. Components (1) and (2) will be co-financed by the Trust Fund as described in paragraph 2.1 below. An IBRD Loan in the amount of US\$ 184 million will also finance the other three components. This implies that the Project will be co-financed by a grant and a loan. The leverage ratio targeted by the Trust Fund is included in the Indicative Results Framework and will be reported upon by the Bank in accordance with paragraph 4.1 of Annex 2.

#### **2. Activities**

The activities to be financed by the Trust Fund are:

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

##### **(1) Infrastructure Development**

- (a) The construction of a new airport runway on the island of Rodrigues, and associated facilities.
- (b) The construction of new Code C taxiways with shoulders to link the existing runway to the new runway, rehabilitation and strengthening of part of the pavement of the existing runway to be used as a taxiway for single isle jet aircraft, as well as three new aircraft parking stands for jet aircraft, including the two connecting taxiways and an isolated apron including the connecting taxiway.
- (c) The construction of an expansion to the current apron.
- (d) (i) The construction of stormwater drains alongside the new runway and taxiways; (ii) the installation of airfield ground lighting and control systems for the new runway; (iii) the installation of floodlighting and ground power units for the apron; (iv) the installation of navigational aid systems for the new runway; (v) the construction of a new perimeter road, a service road, a new gate post and access roads, a car park, and associated fencing, landscaping, and installation of new power and water supply systems; and (vi) the construction of sewerage treatment plant.
- (e) The construction of a new control tower comprising of all ancillary facilities and equipment, a new rescue and fire-fighting station with all associated amenities, a boat house, ramp and jetty, a new meteo building, quarantine building, power center building, ground service equipment shed/workshop and cold storage and incinerator buildings with all associated amenities.



(2) **Technical Assistance for Project Implementation and Sector Reforms**

- (a) Sector development including: (i) support to growth and resilience in the aviation sector, including the identification of policy options for the sector; (ii) detailed assessment of the potential impact of climate change on the infrastructure and operation of *Plaine Corail* airport; (iii) the enhancement of safety oversight, reinforcing expertise and strengthening the Borrower's compliance under the Convention on International Civil Aviation of 1944 (Chicago Convention); (iv) the development of Airport Rodrigues Limited, Airport of Mauritius Limited, and relevant Government of Mauritius staff on issues of climate change, climate resilience, gender in aviation and aviation safety.
- (b) Project implementation, including the direct management of the Project, the recruitment of a Project Implementation Unit, environmental and social studies and audits, and trainings.

3. **Eligible Expenditure**

3.1 For Recipient-executed activities, the Trust Fund funds may be used to finance eligible expenditures in accordance with the Bank's applicable policies and procedures.

4. **Taxes**

4.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank's applicable policies and procedures.

5. **Indicative Results Framework**

5.1 An indicative Results Framework for the activities financed by the Trust Fund prepared by the Bank (the "Results Framework"), in consultation with the Donors, shall be available at the *Development Partner Center* website. Such Results Framework may be revised by the Bank from time to time, in consultation with the Donors, and shall be used for monitoring and evaluation purposes only.

6. **Indicative Budget**

6.1 The Bank shall provide indicative budget information for the Trust Fund at the *Development Partner Center* website, which may be updated periodically by the Bank in consultation with the Donors. Such budget information is for informational purposes only.

7. **Working Arrangements**

7.1 In order to facilitate the implementation of the activities described in Annex 1 of this Agreement (the "Activities"), the Bank and the Donor will in principle meet semi-annually to discuss the progress of the Activities, discuss next steps and any challenges or issues as they arise. Consistent with paragraph 8.2 of Annex 2 to the Administration Agreement, the Bank may invite the Donor to participate in supervision missions related to the Trust Fund, as well as implementation-related meetings and workshops as appropriate. To facilitate the organization and efficiency of such missions, meetings, and workshops the Bank may share with the Donor in a timely manner any relevant documentation in accordance with the Bank's Policy on Access to Information.



### 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, including its annexes, 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. Accounting and Financial Reporting**

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

3.2. 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 *Development Partner Center* website which will be updated quarterly. 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 *Development Partner Center* website.

3.3. The Bank shall provide to the Donors via the *Development Partner Center* website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) 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 (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.

3.4. 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.

3.5. 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.

### **4. Progress Reporting; Review or Evaluation of Activities; Financial Management**

4.1. The Bank shall provide the Donors with semi-annual written progress reports by June 30 and by December 31. The progress reports shall be provided with reference to the Results Framework. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall provide to the Donors with a final narrative progress report for the Trust Fund.

4.2. Any Donor may review or evaluate activities financed by the Trust Fund at any time up to closure of 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 the Bank's applicable policies and procedures. All associated costs, including any costs incurred by the Bank, shall be borne by

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the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

4.3. The Bank shall, consistent with its policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the Trust Fund funds, and include provisions in its agreements with Recipients to give full effect to the relevant Bank guidelines on fraud and corruption.

4.4. In the event that the Bank determines that there are credible and material allegations of fraud, corruption, collusion or coercion in relation to Recipient-executed and/or Bank-executed activities financed by the Trust Fund that result in the Bank opening an investigation into such allegations (an "Investigation"), the Bank shall, in accordance with its applicable policies and procedures:

- i) take timely and appropriate action with respect to such allegations and, where relevant, seek appropriate redress, including potential sanctions;
- ii) as soon as practicable, inform the Donors of the outcome of the Investigation, provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2, unless such information is already publicly available;
- iii) on a case by case basis, decide whether to share information with Donors on an active Investigation, and provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2;
- iv) take all necessary actions to recover funds that are the subject of an Investigation where the Bank has determined it as appropriate; and,
- v) to the extent that any funds are refunded to the Trust Fund following an Investigation, the Bank shall use such funds for the same purposes as the Contributions, unless otherwise agreed between the Bank and each Donor.

## 5. Disbursement; Cancellation; Withholding of Payments

5.1. It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by March 26, 2028 (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.

5.2. 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 as specified in paragraph 2.2 of this Annex 2; unless otherwise agreed between the Bank and the Donor.





5.3. If in the reasonable opinion of a Donor, the Bank has failed to comply to a material extent with its obligations under this Administration Agreement, the Donor and the Bank agree to discuss the non-compliance with a view to resolving the matter. If the Bank and the Donor fail to agree on the measures to be taken or the Bank fails to take relevant measures as may be agreed between the Donor and the Bank, the Donor may, upon thirty (30) days prior written notice, withhold all or any portion of an Installment that has not yet been disbursed to the Bank, until such time as the measures have been taken.

## **6. Disclosure; Visibility**

6.1. The Bank and the Donors agree that the Administration Agreements will be made publicly available and that any related information on this Trust Fund in the Bank's and the Donor's possession may be publicly disclosed in accordance with (i) the Bank's policies and procedures with respect to any such information in the Bank's possession; and (ii) the Donors' applicable laws with respect to any such information in the Donors' possession.

6.2. Notwithstanding paragraph 6.1 above, neither the Bank nor any of the Donors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Donors are otherwise obliged to do so under applicable laws with respect to information in their possession.

6.3. Notwithstanding paragraphs 6.1 and 6.2 above, the information provided under paragraphs 4.4 (ii) and 4.4 (iii) shall be subject to the terms of confidentiality accompanying such information, and the Donors shall not disclose such information outside the office to which the information is provided, unless: (i) prior written consent has been obtained from the Bank; or (ii) the Donors are obliged to do so in accordance with applicable laws, in which case the Donors will notify the Bank accordingly prior to such disclosure. If a Donor is not able to commit to keep such information confidential in accordance with its applicable laws, then the Donor shall inform the Bank accordingly.

6.4. Where appropriate to do so, the Bank will acknowledge, the Donors' contributions in references made by the Bank with respect to the Trust Fund in publications, press releases or other similar written materials.

## **7. Dispute Resolution; Limitation on Donor Liability**

7.1. 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.

7.2. In providing funds under this Administration Agreement, the Donors do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

## **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.

**9. Trust Fund Fee**

9.1 The Bank shall deduct from the Trust Fund and retain for its own account a fee in the amount of EUR 400,000 upon receipt of the funds in the Trust Fund.

