

**ADMINISTRATION AGREEMENT**

**between**

**SUMITOMO MITSUI BANKING CORPORATION**

**and**

**THE INTER-AMERICAN DEVELOPMENT BANK**

**regarding**

**Project Specific Grant to the Inter-American Development Bank for Project  
RG-X1094, titled “Consultancy Services for Structured and Corporate  
Finance Department (SCF), 2010/SMBC”**

**THIS ADMINISTRATION AGREEMENT** is entered into between Sumitomo Mitsui Banking Corporation (“SMBC”), and the Inter-American Development Bank (the “Bank”) (together referred to as the “Parties”, and individually either of them, a “Party”).

**WHEREAS**, the Bank has designed Project RG-X1094 titled, “Consultancy Services for Structured and Corporate Finance Department (SCF), 2010/SMBC” (the “Project”), as described in the attached Project Document (the “Project Document”);

**WHEREAS**, SMBC has agreed to support the execution of the Project by providing a project specific grant to be administered by the Bank; and

**WHEREAS**, the Bank is prepared to receive and administer the contribution funds to be made available by SMBC.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. SMBC will make available to the Bank a contribution of U.S.\$41,850.00 (forty one thousand, eight hundred and fifty dollars of the United States of America) (the “Contribution”) to be administered by the Bank to co-finance the Project.
2. The Contribution will be solely for the purposes indicated in the Project Document. Any material deviations from the objectives and activities of the Project described in the Project Document will require SMBC’s written approval.
3. Following the signature of this Administration Agreement by the Parties, SMBC shall transfer the Contribution to the Bank in one single installment, upon the Bank’s written request, to the account #04404221 “Inter-American Development Bank - Cofinancing Account” opened by the Bank at Deutsche Bank America Trust, New York (swift #BKTRUS33XXX) (the “Account”). The Account is denominated in U.S. dollars and includes resources provided as grant funds by other donors for other Bank projects. The Contribution will be administered in the Account without distinction from other donors’ contributions.
4. The Bank will administer the Contribution in accordance with the provisions of this Administration Agreement and the Bank’s applicable policies and procedures. The Bank will exercise the same care in the discharge of its functions, as described in this Administration Agreement, as it exercises with respect to the administration and management of its own affairs and will have no further liability to SMBC in respect thereof.
5. The Contribution will be accounted for separately from the Bank’s assets, and will be administered together with other contributions received by the Bank. The Bank may freely exchange the Contribution funds into other currencies as may facilitate their administration and disbursement. The Bank will not be responsible for foreign exchange risk in the receipt, conversion or administration of Contribution funds. Further, the Bank

may at its discretion invest and reinvest the resources of the Contribution pending their disbursement in connection with the Project.

6. To assist in the defrayment of the administrative costs in relation to the Contribution, the Bank will charge and retain:
  - a) a fee equal to five percent (5%) of the total amount of the Contribution at the time the Contribution is deposited by SMBC into the Account; and
  - b) any investment income generated by the Contribution pending its disbursement towards the Project.
7. The Bank's procurement policies and procedures will be applicable to the procurement of goods and services, as well as the contracting of consulting services, carried out with the Contribution, as required by the different components of the Project. Further, SMBC accepts that:
  - a) the resources of the Contribution will be completely untied; and
  - b) the consultancy services financed with the Contribution may be provided and executed by companies, specialized institutions or individuals from any Bank member country.
8. SMBC will not be responsible for the activities of any person or third-party engaged by the Bank as a result of this Administration Agreement, nor will SMBC be liable for any costs incurred by the Bank in terminating the engagement of any such person. The SMBC professional engaged by the Bank as a result of this Administration Agreement will maintain his/her status as an employee of SMBC during the Project execution period. As previously indicated herein, the Contribution will be solely for the purposes indicated in the Project Document, which includes salary for such SMBC professional. Notwithstanding that SMBC will provide the Contribution in one single installment as indicated in Section 3 of this Administration Agreement, SMBC will amortize the Contribution over the execution period as a salary expense to the SMBC professional. Further, SMBC agrees that the SMBC professional shall not participate in, nor provide services in connection with, any project, transaction, initiative or matter in which his/her participation or provision of services could be, or could reasonably be perceived as, benefiting SMBC.
9. Promptly following the completion of the Project, the Bank will submit to SMBC a final Project report. SMBC may also request a copy of the non-audited financial statements of the Project. In addition, SMBC may request an "agreed upon procedures" report issued by the Bank's external auditor on the use of the Contribution resources. The cost of such auditor's report will be borne by SMBC and will not be deducted from the Contribution. SMBC will reimburse the Bank for the cost of this report promptly after receiving a written request from the Bank. The Bank will not provide audited financial statements for the Account.

10. As soon as possible upon completion of the Project, the Bank will return to SMBC any remaining uncommitted Contribution funds, unless otherwise agreed to in writing by the Parties.
11. The name, logo, letterhead, or any item copyrighted of one Party may not be used by the other Party without the written permission of the respective owner.
12. SMBC further acknowledges that the Bank's commitment to use the Contribution as contemplated herein shall be subject to the Bank's formalization of all internal approvals necessary for the Project and/or the Project Document.
13. Any exchange of information between the Parties will be subject to their respective policies and procedures on the disclosure of information.
14. The offices responsible for coordination of all matters and receiving any notice or request in writing in connection with this Administration Agreement or the Project will be the following:

a) For the Bank:

- i. All communications pertaining to institutional relations shall be directed to:

Inter-American Development Bank  
1300 New York Ave, NW  
Washington, DC 20577  
Attention: Advisor  
Office of Outreach and Partnerships  
Tel.: 202-623-1583  
Fax: 202-312-4072  
E-mail: [partnerships@iadb.org](mailto:partnerships@iadb.org)

- ii. Day-to-day communications regarding the implementation of this Administration Agreement shall be directed to:

Inter-American Development Bank  
1300 New York Ave, NW  
Washington, DC 20577  
Attention: Marguerite S. Berger  
Chief, Grants and Co-financing Management Unit  
Vice Presidency for Countries (VPC/GCM)  
Tel.: 202-623-1774  
Fax: 202-623-3171  
E-mail: [vpc-gcm@iadb.org](mailto:vpc-gcm@iadb.org)

b) For the SMBC:

Sumitomo Mitsui Banking Corporation, New York Branch  
277 Park Avenue, New York, NY 10172  
UNITED STATES OF AMERICA

Attention: Nobuyuki Kawabata

General Manager, Americas Division

Tel.: +1 (212) 224-4010

Fax: +1 (212) 224-5193

E-mail: [Nobuyuki\\_Kawabata@smbcgroup.com](mailto:Nobuyuki_Kawabata@smbcgroup.com)

Each party hereto may, by notice in writing to the other parties, designate additional representatives or substitute other representatives for those designated herein.

15. This Administration Agreement will come into force on the date of its signature by each of the Parties.
16. The Parties may amend any provision of this Administration Agreement in writing.
17. Subject to their respective policies and procedures with respect to the disclosure of information, the Parties may make this Administration Agreement publicly available.
18. Nothing in this Administration Agreement may be construed as creating an agency relationship between the Parties.
19. The Parties will seek to settle amicably any disputes that may arise from or relate to this Administration Agreement.

**IN WITNESS WHEREOF**, Sumitomo Mitsui Banking Corporation and the Inter-American Development Bank, each acting through its duly authorized representative, have signed this Administration Agreement in two (2) original counterparts in the English language as of the dates indicated below.

**SUMITOMO MITSUI BANKING  
CORPORATION**



Nobuyuki Kawabata  
General Manager

Planning Department, Americas Division

Date: 9/21/2010

**INTER-AMERICAN  
DEVELOPMENT BANK**



Bernardo E. Guillamon  
Advisor

Office of Outreach and Partnerships

Date: 9-16-2010