

**ADMINISTRATION AGREEMENT**

*between*

**the INTER-AMERICAN DEVELOPMENT BANK**

*acting as administrator*

*of the*

**MULTILATERAL INVESTMENT FUND**

*and*

**the GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND**

*regarding*

**Project RG-M1249(RG-X1211) titled “CLIMATESCOPE 2014”**

## ADMINISTRATION AGREEMENT

May 6, 2014

With reference to the Amended and Restated Cooperation Framework Arrangement (the "Amended and Restated Framework Arrangement") dated as of 29 February 2012 between the Government of the United Kingdom of Great Britain and Northern Ireland (the "Donor"), and the Inter-American Development Bank (the "IDB"), I am pleased to inform you of the intention of the Donor to make available a contribution of up to one hundred fifty thousand pounds sterling (£150,000.00) (the "Contribution") to the IDB, as administrator for the Multilateral Investment Fund (the "MIF"), and upon the formalization of its respective approvals, for MIF Project RG-M1249 (RG-X1211) titled "CLIMATESCOPE 2014" (the "Project"). The Contribution will be used exclusively for the purposes set out in Annex A of this Administrative Agreement and in accordance with the Project Document (the "Project Document").

The provisions of the Amended and Restated Framework Arrangement will apply to this Administrative Agreement except as otherwise provided herein. The IDB will administer the Contribution in accordance with the following provisions:

1. Upon countersignature of this Administrative Agreement by the Parties, and notwithstanding section 4.1.4 of the Amended and Restated Framework Arrangement, the Donor will transfer fifty four thousand pounds sterling (£54,000.00) of the Contribution to an account indicated by the IDB in writing (the "Initial Transfer Amount"). The Parties may agree that the Donor will transfer an additional amount to an account indicated by the IDB in writing in support of the Project (the "Additional Transfer Amount"). Notwithstanding the above, the sum of the Initial Transfer Amount and the Additional Transfer Amount may not exceed the total value of the Contribution. Further, the IDB shall not be permitted to access such funds until the internal approvals referred to in section 5 below have been obtained.
2. Upon receipt of the Contribution or part thereof, the IDB will convert them into U.S. dollars and will deposit them into an account held by the IDB for the administration of the Contribution (the "Account"). The Account is denominated in U.S. dollars and includes resources provided as grant funds by other donors for other IDB projects. The Contribution will be administered in the Account without distinction from other donors' contributions. Upon conversion of the Contribution or part thereof, the IDB will charge an administrative fee of five percent (5%) of each transfer amount of the

Contribution (the "Administrative Fee") in order to defray the IDB's cost of administration and execution of the Project.

3. The amount resulting from the conversion of the Contribution into U.S. dollars will be administered by the IDB exclusively for the purposes set out in the Project Document. In accordance with Section 4.2.2 of the Framework Arrangement, the IDB will not be responsible for any exchange risk related to exchange rate transactions.
4. The use of the Contribution by the IDB is subject to the formalization of all IDB internal approvals required for the Project, including that of MIF's Donors Committee. The IDB will not disburse any part of the Contribution until such internal approvals are obtained. In the event the IDB is unable to obtain the necessary internal approvals for the Project by June 30, 2104, this Administrative Agreement will be automatically terminated and the Bank shall return the Contribution to the Donor within thirty (30) business days of such termination.
5. Upon the formalization of all IDB internal approvals required for the Project, including that of MIF's Donor's Committee, the IDB will furnish the Donor a copy of the Project Document which will then be deemed incorporated into this Administrative Agreement as Annex B.
6. The IDB and Donor agree that the IDB will provide written progress updates for the Project pursuant to Sub-paragraph 5.1.1 of the Amended and Restated Framework Arrangement. Further the IDB and the Donor agree that pursuant to Sub-paragraph 5.1.3 of the Amended and Restated Framework Arrangement, the IDB will *not* provide audited financial statements for the Project. Nevertheless, the Donor may request that the IDB issue a special report related to this Administrative Arrangement, summarizing prior updates and based on agreed-upon procedures, including if reasonably necessary a report by an external auditor selected by the Bank, who shall be paid according to the third paragraph of provision 4.2.6 of the Amended and Restated Framework Arrangement. The financial reporting will be expressed in U.S. dollars.
7. This Administrative Arrangement satisfies the requirement of a Contribution Letter for the purposes of Sub-paragraph 4.1.1 of the Amended and Restated Framework Arrangement.
8. The officers responsible for coordination of all matters related to this Administrative Agreement are:

For the Donor:

Name: Simon Foster  
Title: Policy Analyst  
Address: 22 Whitehall, London SW1A 2EG  
Telephone: +44 207 023 1416  
E-mail: [s-foster@dfid.gov.uk](mailto:s-foster@dfid.gov.uk)

For the IDB:

- a. All communications pertaining to donor relations and resource mobilization will be directed to:

Attention: Manager, Office of Outreach and Partnerships  
Inter-American Development Bank  
1300 New York Ave., NW  
Washington, D.C. 20577 U.S.A.  
Tel.: +1 (202) 623-1583  
Fax: +1 (202) 623-2543  
E-mail: [partnerships@iadb.org](mailto:partnerships@iadb.org)

- b. Day-to-day communications regarding the implementation and payments under this Administrative Agreement shall be directed to:

Attention: Chief, Grants and Co-financing Management Unit  
Office of Outreach and Partnerships  
Inter-American Development Bank  
1300 New York Ave., NW  
Washington, D.C. 20577 U.S.A.  
Tel.: +1 (202) 623-1774  
Fax: +1 (202) 623-3171  
E-mail: [orp-gcm@iadb.org](mailto:orp-gcm@iadb.org)

- c. Day-to-day communications regarding the technical questions of the Project shall be directed to:

Attention: Chief, Access to Basic Services and Green Growth Unit  
Multilateral Investment Fund Inter-American Development Bank  
1300 New York Ave., NW  
Washington, D.C. 20577 U.S.A.

Tel.: +1 (202) 623-2895  
Fax: +1 (202) 623-3612  
E-mail: [CARRIEM@iadb.org](mailto:CARRIEM@iadb.org)

9. This Administrative Agreement and annexes hereto, embody the entire agreement between the parties herein. Capitalized terms used but not defined in this Administrative Agreement shall have the meanings ascribed to them in the Amended and Restated Framework Arrangement.
10. Subject to their respective policies and procedures with respect to the disclosure of information, the Donor and the IDB may make this Administrative Agreement publicly available.
11. The Parties may amend any provision of this Administration Agreement in writing signed by both parties. Nothing in this Administration Agreement may be construed as creating an agency relationship between the Parties
12. The Parties will seek to settle amicably any disputes that may arise from or relate to this Administration Agreement.

I would like to propose that this letter, upon your confirmation where indicated below, constitutes an Administrative Agreement between the Donor and the IDB under the Amended and Restated Framework Arrangement, as signed on the dates indicated below.

Sincerely yours,  
**Department for International Development**

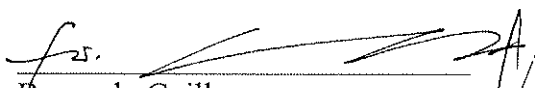


Kate Hughes

Low Carbon Development Team Leader, Climate and Environment Department,

Date: 7 May 2014

Confirmed and agreed:  
**Inter-American Development Bank**



Bernardo Guillamon

Manager, Office of Outreach and Partnership

Date: May 6, 2014

## ANNEX A

### Background

Climatescope is the provision to the general public free of charge, of online information about clean energy enabling frameworks, low carbon business and clean energy value chains, clean energy investment and climate financing, greenhouse gas management activities and an annual report ranking countries with respect to these four parameters (the “**Climatescope Project**”). The Climatescope Project currently exists and is funded by IDB for Latin America and Caribbean (“LAC”). The Donor, together with USAID, has agreed to fund an extension of the Climatescope Project to Sub-Saharan Africa and parts of Asia for 2014 and 2015 (“Donor Funded Territory”). Other donors (“Additional Donors”) may support further countries in the future (“Additional Donor Territories”).

The Donor has signed an agreement with Bloomberg New Energy Finance (“BNEF”) for research during 2014 and 2015 to collect the data for the extension of the Climatescope Project to the Donor Funded Territory. USAID is signing a separate agreement with BNEF for its 6 African countries and IDB has in the past and will for future years sign its own BNEF agreement, subject to agreement with BNEF.

To date IDB has hosted and maintained the web site where the Climatescope Project LAC data is available to be accessed (“**Existing Web Site**”) designed jointly with BNEF. It is recognised that there is a need to update the Existing Web Site to create a new one (“**New Web Site**”) and also to make arrangements regarding provision of data from the web site and an evaluation of the Project.

### Part 1 – Purposes

1. The partial funding of the design, development, hosting and maintenance of a new Climatescope website using the existing Climatescope url or another appropriately established Climatescope url.
2. Licence to the Climatescope name, domain name and any registration of the domain name.
3. Providing upon reasonable request of the Donor and other donors monitoring data regarding the Climatescope project, including information on hits, downloads of reports, source data and similar, as specified below.
4. Commissioning a one-time evaluation of the Climatescope project jointly with the Donor and as requested by Donor with other donors in first quarter 2015 to enable a report to be delivered to the Donor by June 2015 so as to enable the Donor to make a decision about future funding or transfer of any of its rights to another donor organisation or organizations providing funds sufficient, in the aggregate, to support the project.

### Part 2 – Provisions

#### Web site Development/upgrade

1. IDB will procure the services of one or more suppliers (“**Website Service Providers**”) who will design, develop, implement, in coordination with the IDB, the live environment, and maintain for the term of this Agreement the **New Web Site** that meets both IDB’s and the Donor’s operational and technical requirements in a mutually agreed date on the third trimester of 2014 and for potential use in the longer term.
2. IDB will prepare all the documentation necessary for the procurement of the services referred to above and will take into account the comments of and ensure it obtains reasonable approval of the Donor both on the documentation and on selection of a contractor (which should be in

accordance with IDB procurement rules). IDB will ensure that the core intellectual property rights in the design of the New Web Site and in the New Web Site itself are transferred as provided in this Annex A, as opposed to remaining with the Web Site Provider, and that the services agreement contains handover arrangements following payment, on expiry or termination of the Provider's contract, to ensure the New Web Site's and Project's continuation. To the extent that the Web Site Provider needs to use the old web site and designs and such intellectual property rights reside in IDB then IDB shall provide sufficient licences regarding such rights.

3. IDB will carry out tests on the New Web Site to ensure that the Website Service Providers deliver a site in accordance with the operational and technical requirements agreed by IDB and Donor.
4. IDB shall upload or provide that the Website Service Provider shall promptly upload content related to the Donor Funded Territories on to the New Web Site as directed by the Donor (or its nominee) and IDB will monitor the New Web Site to ensure that content is appropriate and lawful as well as handle any complaints relating to the Site. IDB shall be authorized to take down any claimed infringing material in accordance with applicable provisions of United States law.
5. IDB will seek to enforce the contractual arrangements with the Website Service Provider so that, amongst other things, the Website Service Provider meets commitments on user accessibility to the New Web Site, availability of the New Web Site, upgrades and maintenance and to ensure that the monitoring data can be obtained.
6. IDB will include in the Website Service Provider contract appropriate service levels and response times and if appropriate liquidated damages for downtimes with a view to the New Web Site being readily available for users. Maintenance that requires site downtime shall be undertaken at a time when the least number of users of the New Web Site globally are using it.
7. IDB will include in the Website Service Provider contract a provision that allows the IDB to transfer the contract to the Donor in case the IDB no longer wishes to continue with the New Web Site.
8. Intellectual Property Rights ("IPRs") in the New Web Site shall be held and administered as follows:
  - a. The mark "Climatescope" (the "Marks") shall belong to IDB, except with respect to any non-U.S. registrations as more particularly described below.
  - b. Currently, any internet domain registrations associated with the New Web Site shall be the property of IDB, subject to transfer by IDB in the event IDB discontinues involvement in the Climatescope Project.
  - c. The trade dress of the New Web Site, together with copyrights in the design documents, source code, object code, and other copyrightable subject matter related to the look and feel of the New Web Site, shall be owned jointly by IDB and Donor, subject to transfer in the event of Donor Withdrawal, as defined below. IDB shall be authorized to file applications to register the copyrights in such subject matter in the United States, on behalf of IDB and Donor.
  - d. All copyrights and contractual rights in data, research reports and other copyrightable subject matter relating to LAC ("LAC Material") shall be owned by IDB or MIF.
  - e. All copyrights and contractual rights in data, research reports and other copyrightable subject matter relating to Donor Funded Territories (or otherwise funded entirely by Donor) ("Donor Material") shall be owned by Donor.

- f. To the extent that protection of Donor Material and/or LAC Material is dependent on computational formulas, structure, or organization common to both ("Common Elements"), each of such Donor Material and LAC Material shall be considered a derivative work from such Common Elements, the copyright in which shall be owned jointly by IDB and Donor.
  - g. Any copyrights and contractual rights in data, research reports and other copyrightable subject matter relating to Additional Donor Territories may be owned in accordance with an accession agreement to the terms of this Annex, agreed between IDB, the Donor and the sponsors of such Additional Territory subject matter.
  - h. Information as to the internal design, operational procedures, hosting arrangements and other aspects of the operation of the New Web Site not generally known to the public shall be deemed the confidential information of both parties and neither party shall disclose any such confidential information to any person other than (i) a contractor bound by written obligations of confidentiality, (ii) with the prior written consent of the other party, or (iii) as required by law.
  - i. In the event that Donor receives a request for disclosure pursuant to the Freedom of Information Act of 2000 ("FOIA") of the United Kingdom, Donor shall promptly inform IDB of such request and shall timely assert objections to disclosure of information not generally available to the public through the New Web Site, to the extent available under FOIA.
9. Each of the Parties hereby grants to the other, to the extent necessary to support its respective obligations with respect to the New Web Site and the Project, an irrevocable, perpetual, royalty-free licence to use the LAC Material or Donor Material, as applicable. IDB hereby grants to Donor the royalty-free right to use the Marks in connection with the promotion of the Project, the New Web Site, and the authorized distribution of any content developed for the Project, subject to such standards as IDB may from time to time establish for the use of the Marks, acting reasonably.
10. If the Donor or its successors or assignees stop contributing towards the costs of the hosting and/or support and maintenance of the New Web Site ("Donor Withdrawal"), the Donor agrees to explore with IDB any substitute funding as well as the transfer or license of IPRs pertaining to the Donor in the New Web Site (but not the IPRs in the Donor Content in the New Web Site), which rights are jointly owned, to IDB and/or other persons who agree to contribute towards the costs of the hosting and/or support and maintenance of the New Web Site and who would expect to share in IPRs related to the New Web Site.
11. In the event that IDB or its successors or assignees determine not to host and/or support and maintain the New Web Site, and Donor elects to continue operation of a Climatescope web site thereafter, the following provisions shall apply:
  - a. IDB shall relinquish to Donor its interest in the jointly owned material referenced in Section 7(c) above.
  - b. IDB shall transfer the domain name for the New Web Site (other than a url containing a second level domain associated with IDB or MIF) to Donor or other parties contributing to continue the New Web Site, who may establish a new url for the Project for such purposes. IDB shall cause any source code or similar material to be delivered to Donor and other contributing parties, such that such parties may install such source code under a url not containing a second level domain name associated with IDB or MIF.
  - c. To the extent that any contract with a hosting or other service provider engaged by IDB to construct, maintain, and/or host the New Web Site is transferable under conditions releasing IDB of any obligations thereunder from and after such transfer, IDB shall cause such contract(s) to be transferred to Donor.



### **Licence to Climatescope Name, maintenance of trade mark, domain name**

12. The parties recognize that IDB shall retain any IPRs in the Climatescope name. The IDB hereby irrevocably perpetually licenses to the Donor, the rights to use the Climatescope name for the purpose of the Climatescope Project, including after the term of this Agreement, and the parties agree that any other donors to the Climatescope project may share in such rights on agreement with the IDB. If necessary and in the best interests of the Climatescope project, including feasible funding and cost requirements, following consultation among members of the Steering Committee (as defined below), IDB may take steps to register and protect the trade mark, as appropriate, and to keep the domain name registration up to date. In the event that IDB does not register Marks outside of LAC, following consultation among members of the Steering Committee and with the approval of IDB, which will not be withheld or delayed unreasonably, Donor may agree to apply for registration of such Marks in jurisdictions outside of LAC, provided that any such application or registration does not jeopardize IDB institutional immunities and other protections under the IDB Charter, and further provided that registration by Donor outside of LAC will not jeopardize the enforceability of IDB's trademark rights within LAC. This provision shall continue in effect after termination or expiry of this Administrative agreement or the Framework Agreement only so long as IDB, Donor, and other donor resources approved or available are reasonably sufficient to support their use for any such registration or protection of registration.

### **Provision of Monitoring data**

13. IDB agrees to provide monitoring information to the Donor and other donors, directly or via the New Web Site processes, as reasonably requested in respect of the Climatescope Project, including information on visits, downloads of reports, source data and similar data related to the old web site and the New Web Site, within a reasonable time of the Donor's request. IDB shall be certain this data is available, or shall provide this data, for so long as Donor has a reasonable need to monitor the Climatescope Project and to complete and publish (including on the internet) its Annual Reviews of the Climatescope Project, only while IDB continues funding the Climatescope Project.

### **Evaluation**

14. The Donor and IDB may, jointly or independently, undertake an evaluation of the Climatescope Project, including as necessary so as to provide for a written report by June 2015, to facilitate respective decisions about future spend on the Climatescope Project.
15. The parties agree to cooperate with regard to any such evaluations. Either party may tender for a third party to conduct the evaluation, or may conduct its own internal independent evaluation, subject to input from the other party on the content and the tendering arrangements taking into account respective evaluation standards. Pursuant to the Donor's rules on aid transparency and the IDB policies on access to information, any such the evaluation will be published.
16. To the extent that either IDB or Donor carries out any surveys of users and non-users of Climatescope, each will cooperate with and share results with the other.

### **Steering Committee/Donor Collaboration**

17. The parties agree that they and any other donors have met on various occasions in respect of the Climatescope Project through a grouping of all donors and origination agencies such as the IDB (the "Steering Committee") and if they are so desiring, shall continue to collaborate with regard to organisation and management of the project, the Climatescope Project methodology for data assessment and scoring and as reasonable, on any press messaging or

major events, via meetings of the Steering Committee, whether in person or organized electronically.

### **Information, Privileges and Immunities**

18. Notwithstanding subparagraph 8.1 of the Framework Agreement, each of IDB and Donor recognize that the other may have duties to report or make information public under aid transparency, freedom of information and other similar legislative requirements, and prior consultation on these areas may not always be possible. Notwithstanding the foregoing, nothing in this clause or this agreement shall operate to restrict, limit or defeat any rights, privileges or immunities granted to the Bank under any treaty, or domestic or international law.

### **Term of this Agreement**

19. The term of this Agreement will commence on the date of signature and will continue from that date for a period of 2 years, provided that the provisions on licensing and handover shall continue after expiry or termination as specified herein. The parties may agree to continue the present arrangements under this Agreement by written agreement to an extension of the term, subject to any other agreements set forth in writing at such time.