

法規名稱：ADMINISTRATION AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE CENTRAL AMERICAN BANK FOR ECONOMIC INTEGRATION IN REGARD TO THE ESTABLISHMENT OF THE TAIWAN-CABEI PARTNERSHIP TRUST FUND

簽訂日期：民國 110 年 11 月 18 日

生效日期：民國 110 年 12 月 28 日

The Government of the Republic of China (Taiwan) (“ Taiwan ”) and the Central American Bank for Economic Integration (“ CABEI ” - “ the Bank ”), individually a “ Party ” , together the “ Parties ” ;

WHEREAS, the Bank is a multilateral development financial institution, of an international nature, with legal personality, the purpose of which is to promote the economic integration and the balanced economic and social development of the Central American region, which includes the founding countries and the non-founding regional countries, attending and aligning itself with the interests of all its member countries.

WHEREAS, Taiwan wishes to make funds available to the Bank for the benefit of its developing member countries and its cooperation with the Central American region, including a contribution of Five Million United States Dollars (\$5,000,000.00) (the “ Contribution ”)for the Taiwan-CABEI Partnership Trust Fund (the “ Trust Fund ”); and

WHEREAS, the Bank is in its capacities to accept the funds, including the administration of such;

HAVE agreed as follows:

ARTICLE 1

ESTABLISHMENT OF THE TAIWAN-CABEI PARTNERSHIP TRUST FUND

1. The purpose of this Agreement is to provide for the administration of non-reimbursable funds provided by Taiwan, through the Ministry of Foreign Affairs (“ MOFA ”), to the Bank for the benefit of CABEI to support its objectives to promote the economic integration and the balanced economic and social development of the Central American Region for the preparation and implementation of projects in sectors in which Taiwan may have opportunities to share its expertise and experience.
2. The Contribution from Taiwan to the Trust Fund will be Five Million United States Dollars (\$5,000,000.00) in total and paid in five annual instalments of One Million United States Dollars (\$1,000,000.00). The Trust Fund will be established

within Ninety (90) Days from the entry into force of this Agreement with the first instalment. Each year MOFA will pay one instalment upon receipt of a request for payment from the Bank. The Trust Fund will be administered by the Bank pursuant to the Bank ' s own policies and procedures as well as the terms of this Agreement.

3. Any contribution and payment schedule are subject to the budget approval by the Legislative Yuan of Taiwan for the fiscal year in which the instalment is to be paid.

ARTICLE 2

USE OF THE FUND' S RESOURCES

1. The objectives of the Trust Fund are to support CABI and its recipient member countries in achieving sustainable economic, social, and inclusive development. The eligible CABI ' s recipient member countries are specified in Annex 1, which may be updated at the discretion of MOFA.
2. The activities to be financed by the Trust Fund include:
 - (a) The provision of technical assistance, training, and advisory services;
 - (b) The execution of consultancies as well as finance of travel and other related costs and expenses contracted by CABI in the preparation and implementation of CABI-financed projects and programs; and/or
 - (c) The CABI-executed activities for which the Bank has implementation responsibility in order to develop and generate development plans at the member-country and regional levels, including studies, reports, conferences, workshops, seminars, as well as research, scientific development and analytical work;
 - (d) The assistance to CABI-sponsored capacity building programs, project preparation and/or implementation that are beneficial to the promotion of its mission.
3. The funds may also be used for other activities agreed between MOFA and CABI for the benefit of the Bank and the developing member countries specified in Annex 1.
4. The sectors in which the funds will be executed are the following: Green Energy, Health, Sustainable Agriculture, Information and Communication Technologies (ICT), Trade and Commerce and any other sector agreed by MOFA and the Bank.
5. The Trust Fund will not be used to finance salaries, benefits of public officials/civil servants of the recipient member countries nor vehicles of any type.
6. The budget per operation submitted for approval shall be established on a case by case basis considering the project that will be carried out, however in no event should the budget exceed One Million United States Dollars (\$1,000,000.00) per year.

7. Any taxes included in the execution of activities and expenditures that are eligible to be funded according to the agreement may be financed by the Trust Fund in accordance with the Bank ' s applicable policies and guidelines.
8. To leverage Taiwan ' s expertise and development experience in the projects and activities executed by the Bank, at least Fifty Percent (50%) of the Contribution shall be used to finance:
 - (a) any consultant or natural person who holds Taiwanese nationality, or any consulting firm, goods or services supplier, juridical person, organization or group established or registered pursuant to pertinent laws of Taiwan; or
 - (b) any person described in subparagraph (a) in consortium or partnership with companies established or registered pursuant to pertinent laws of either
 - i. Central American Region; or
 - ii. any other Countries.

ARTICLE 3

GOVERNANCE STRUCTURE AND ADMINISTRATION

1. For the adequate administration of the Trust Fund the responsible offices shall be:
 - (a) the funding activities will be managed by the Country Office of CABEL in Taiwan; and
 - (b) the use of the Fund ' s resources will be managed by the Public Sector Division, through the Department of Project Formulation (FOPROY).Such office will be in permanent consultation with MOFA and supported by other internal areas at CABEL.
2. The Bank ' s responsible office will contribute by streamlining the Bank ' s own processes for accessing Trust Fund resources, ensure compliance with the Bank ' s priorities, enable accurate and timely reporting, and facilitate MOFA consultations.
3. CABEL will commit fund resources in consultation with MOFA on a case-by-case basis and will submit projects and activities to be financed by the Trust Fund resources with a Project Concept Paper that specifies the project description, objectives, proposed budget, and expected outcomes, among other items. MOFA shall inform the Bank of its decision on funding the submitted project or activity within Six (6) Weeks from the date of submission.
4. The Bank will coordinate with MOFA on activities to promote visibility of the Trust Fund, including the use of social media, while conducting the projects.

ARTICLE 4

FINANCIAL ASPECTS

1. The currency in which the funds in the Trust Fund shall be held is United States Dollars (the “ Holding Currency ”).
2. The Bank shall maintain separate records and ledger accounts in regard to the funds deposited in the Trust Fund and the disbursements made therefrom. MOFA will deposit the Contribution into the account designated and notified by the Bank.
3. The uncommitted funds or unused proportion of funds received by the Bank may be temporarily invested according to the Bank ’ s own policies and procedures. Any return on investment received shall be deposited in the Trust Fund ’ s own account.

ARTICLE 5

FUND MANAGEMENT

The Bank shall deduct a Management Fee from the Trust Fund to support the activities of administration of the Trust Fund carried out by the responsible office of the Trust Fund. The Management Fee shall be an amount equal to Five Percent (5%) of the total contribution of Five Million United States Dollars (\$5,000,000.00). The Five Percent (5%) Management Fee will be deducted per each contribution received by the Bank.

ARTICLE 6

REPORTING, MONITORING AND CONSULTATION

1. The Bank shall prepare semiannual financial reports related to disbursements, fund balance, and receipts in the Holding Currency. Within Three (3) Months after each fiscal half year has ended, such financial report shall be made available to MOFA.
2. The Bank shall provide to MOFA, within Six (6) Months following the end of each fiscal year, an annual single audit report, comprising a management assertion together with an attestation from the Bank ’ s external auditors concerning the adequacy of internal control over cash-based trust fund together with the Bank ’ s external auditor ’ s opinion thereon. The cost of such single audit shall be borne by the Bank.
3. The Bank shall be responsible for the supervision of the activities financed under the Trust Fund and may invite MOFA to participate in Bank supervision missions related to the Trust Fund.
4. After the closure of each project or activity financed by the Trust Fund, the Bank shall submit to MOFA a Project Completion Report describing the outcome of the project or activity. This Report may be provided together with the financial report demanded by the Section 1 of this Article.

5. MOFA and the Bank will meet at least once on an annual basis to discuss the overall execution and guidance of the Trust Fund and any other matters related agreed by the Parties. The meetings will be held between the Bank ' s responsible offices and MOFA.

ARTICLE 7

COMMUNICATIONS

1. When making a deposit, MOFA shall instruct its bank to include the following information in its deposit details information (remittance advice) field of the SWIFT deposit message (the “ Deposit Instructions ”): the total amount deposited, THE TAIWAN-CABEI PARTNERSHIP TRUST FUND as the recipient of the deposit by MOFA, and the date of the deposit. MOFA shall provide a copy of the Deposit Instructions to the Bank ' s Accounting Trust Fund Division by e-mail to 000000000000@0000.000 or by facsimile to +000-0000-0000 on the same day the deposit is made.
2. Except in the case of the Deposit Instructions, any notice request or other communications to be given or made under this Agreement shall be in writing and delivered by mail, facsimile or e-mail to the respective Party ' s address specified below, or at such other address that a Party notifies in writing to other Party:

For Taiwan (“Taiwan Contact”):

Department of International Organizations

Ministry of Foreign Affairs (MOFA)

Address: 2, Ketagalan Blvd., Zhongzheng Dist., Taipei City
100202, Taiwan

Tel: +000-0-0000-0000,

Fax: +000-0-0000-0000,

E-mail: 000000@0000.000.00

For the Bank (the “Bank Contact”):

000000 000000

Manager, Public Sector Division

Central American Bank for Economic Integration (CABEI)

Tegucigalpa, Honduras.

Tel.: +000-0000-0000,

Fax: +000-0000-0000,

E-mail: 0000000@0000.000

ARTICLE 8

GENERAL, ENTRY INTO FORCE AND AMENDMENTS

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

- MOFA, 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 privileges or immunities of the Bank under its Constitutive Agreement or any applicable law, all of which are expressly reserved.
2. This Agreement may be modified or amended only by written amendment agreed upon by the Parties.
 3. Once this Agreement ceases to be in force, the Bank shall return and transfer in the Holding Currency any uncommitted balance of the Trust Fund to the account designated and notified by MOFA, unless otherwise agreed upon by the Parties.
 4. This Agreement shall enter into force upon the reception of the first instalment by the Bank and shall remain in force for Five (5) Years.
 5. Either Party may terminate this Agreement by giving One (1) Year prior written notice to the other Party.

Done in duplicate in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA
(TAIWAN)

H.E. Jaushieh Joseph Wu
Minister of Foreign Affairs

Date: Nov. 18, 2021
Place: Taipei

FOR THE CENTRAL AMERICAN BANK
FOR ECONOMIC INTEGRATION
(CABEI)

Dante Ariel Mossi Reyes
Executive President

Date: Nov. 17, 2021
Place: Tegucigalpa