

**AGREEMENT FOR THE ADMINISTRATION OF
THE MULTILATERAL INVESTMENT FUND IV**

WHEREAS, the Multilateral Investment Fund (the "MIF I") was created by the Agreement Establishing the Multilateral Investment Fund, dated February 11, 1992, which was renewed until December 31, 2007;

WHEREAS, the Multilateral Investment Fund II (the "MIF II") was created by the Agreement Establishing the Multilateral Investment Fund II, dated April 9, 2005 (the "MIF II Agreement"), which entered into force on March 13, 2007, at which time the MIF I terminated and the assets and liabilities of the MIF I were assumed by the MIF II;

WHEREAS, the MIF II Agreement was renewed until December 31, 2020, pursuant to Article V, Section 2 thereof, and was restated by the Agreement Establishing the Multilateral Investment Fund III, dated April 2, 2017, which entered into force on March 12, 2019 (the "MIF III Agreement");

WHEREAS the Multilateral Investment Fund (the "Fund") is administered by the Inter-American Development Bank (the "Bank") pursuant to the Agreement for the Administration of the Multilateral Investment Fund II dated as of April 9, 2005, as restated by the Agreement for the Administration of the Multilateral Investment Fund III dated as of April 2, 2017 which entered into force on March 12, 2019 (the "MIF III Administration Agreement");

WHEREAS, the MIF III Agreement has been renewed until March 12, 2026 pursuant to Article V, Section 2 thereof, and the MIF III Administration Agreement was concurrently renewed, and shall remain in force as long as the MIF III Agreement remains in force, as contemplated in Article VI, Section 2 thereof;

WHEREAS, as of the date of its entry into force, the Agreement Establishing the Multilateral Investment Fund IV (the "MIF IV Agreement") will have been adopted by the donors and the prospective donors listed in Schedule A to the MIF IV Agreement (each, a "Prospective Donor" and, upon adherence thereto as contemplated in Article II, Section 1(a) thereof or pursuant to Article VI, Section 5 thereof, a "Donor"), to provide for a renewed MIF (the "Fund") in the Bank and ensure the continuation of its activities beyond March 12, 2026;

WHEREAS, the Donors also wish to amend and restate the MIF III Agreement and adopt this Agreement for the Administration of the Multilateral Investment Fund IV (the "MIF IV Administration Agreement"), which, upon the entry into force of the MIF IV Agreement, shall replace the MIF III Administration Agreement;

WHEREAS, the Fund can continue to complement the work of the Bank, the Inter-American Investment Corporation (the "IIC") and other partners pursuant to the terms of the MIF IV Agreement; and

WHEREAS, the Bank, to fulfill its purposes and in pursuit of its objectives, has agreed to continue to administer the Fund pursuant to and in accordance with the MIF IV Agreement,

NOW, THEREFORE, the Bank and the Donors hereby agree as follows:

ARTICLE I ADMINISTRATION OF THE FUND

The Bank shall continue to be the administrator of the Fund. The Bank shall administer the Fund and carry out its operations in accordance with the MIF IV Agreement and provide depositary and other services in connection therewith. In the administration of the Fund, the Bank shall endeavor to seek synergies and promote efficiencies among the Bank, the IIC and the Fund. The Bank shall maintain the Office of the Multilateral Investment Fund as the office within the Bank organization entrusted with administering and carrying out Fund operations and programs as contemplated in this MIF IV Administration Agreement.

ARTICLE II OPERATIONS OF THE FUND

Section 1. Operations.

(a) In administering the Fund and carrying out its operations, the Bank shall undertake the following duties:

- (i) to identify, develop, prepare and propose, or arrange for the identification, development and preparation of, operations to be financed with the resources of the Fund according to its purpose and functions as established in the MIF IV Agreement, Article I, Sections 1 and 2, and taking into consideration the risk profile of operations to be financed with the resources of the Fund and the activities of the Bank and the IIC;
- (ii) to prepare, or make available, memoranda or information requested by the Donors Committee, to be transmitted or made available to the Board of Executive Directors of the Bank not less than every quarter for its information;
- (iii) to present proposals for specific operations to the Donors Committee for final approval;
- (iv) to identify and present areas of strategic focus, consistent with the MIF IV Agreement, for consideration by the Donors Committee;
- (v) to execute and oversee, or arrange for the execution and oversight, of all

operations approved by the Donors Committee and others under the Fund's administration;

- (vi) to implement a system for measuring results of operations based on the criteria contemplated in Article III, Section 3(h) of the MIF IV Agreement;
- (vii) to administer the accounts of the Fund, including investment of the funds as specified in Article IV, Section 1(c) hereof;
- (viii) to disseminate lessons learned from Fund operations and activities for the purposes of furthering the sharing of knowledge, improving project design, building the capacity of private-sector partners and engaging the private sector in the development process; and
- (ix) to mobilize third-party resources that will help boost the Fund's operations and their overall impact.

(b) Subject to approval of the Donors Committee, the Bank may request that the IIC administer or execute operations or individual programs when those operations and programs fall within the capabilities and expertise of the IIC.

Section 2. Chairman and Secretary.

The President of the Bank shall be the Chairman ex officio of the Donors Committee. The Secretary of the Bank shall be secretary of the Donors Committee and shall provide secretarial services, facilities and other support services to facilitate the work of the Donors Committee. In that capacity the Secretary shall also call meetings of the Donors Committee, and at a minimum of 14 days prior to a meeting shall distribute the principal documents for the meeting and an agenda to the representative of each Donor designated pursuant to Article IV, Section 1 of the MIF IV Agreement.

ARTICLE III DEPOSITARY FUNCTIONS

Section 1. Depositary for Agreements and Documents.

The Bank shall be depositary for this MIF IV Administration Agreement, the MIF IV Agreement, the Instruments of Acceptance and Contribution (as defined in Article II, Section 1(a) of the MIF IV Agreement) and all other Fund-related documents.

Section 2. Establishment of Accounts.

The Bank shall establish an account or accounts of the Bank as administrator of the Fund, to

receive payments from Donors pursuant to Article II, Section 2 of the MIF IV Agreement. The Bank shall administer such accounts in accordance with this MIF IV Administration Agreement.

ARTICLE IV AUTHORITY OF THE BANK AND OTHER MATTERS

Section 1. Basic Authority.

(a) The Bank represents that it has authority under Article VII, Section 1(v) of the Agreement Establishing the Inter-American Development Bank (the "Charter") to carry out the provisions of this MIF IV Administration Agreement and that the activities undertaken pursuant hereto will help fulfill the purposes of the Bank.

(b) Except as provided otherwise in this MIF IV Administration Agreement, the Bank shall have the authority to perform all acts and enter into all contracts necessary to carry out its functions hereunder.

(c) The Bank shall invest monies of the Fund, not needed in its operations, in the same type of securities in which it invests its own funds under its investment authority.

Section 2. Standard of Care.

The Bank shall exercise the same care in the discharge of its functions under this MIF IV Administration Agreement as it exercises with respect to the administration and management of its own affairs.

Section 3. Expenses.

(a) The Bank, the IIC and the Fund shall each bear the expenses of their own activities and shall reimburse each other, as appropriate, when undertaking activities on behalf of another.

(b) The Bank shall be reimbursed from the Fund for both direct and indirect costs for its activities related to the Fund and those of the IIC, including costs identified in service level agreements with the Bank or the IIC, remuneration of the staff of the Bank or the IIC for the time actually dedicated to the administration of the Fund, travel, per diem, communication expenses and other similar, directly-identifiable expenses, calculated and recorded separately as expenses of administering the Fund and carrying out its operations.

(c) The procedure for determining and calculating the expenses to be reimbursed to the Bank, and the criteria governing reimbursement of the costs described in this Section is to be agreed by the Bank and the Donors Committee and may be reviewed from time to time at the proposal of the Bank or the Donors Committee, and the application of any changes resulting from such review shall require agreement of the Bank and the Donors Committee.

Section 4. Cooperation with National and International Organizations.

In the administration of the Fund, the Bank may consult and cooperate with national and international organizations, both public and private, operating in the fields of social and sustainable economic development, when that would help achieve the purpose of the Fund or maximize efficiency in the use of the resources of the Fund.

Section 5. Project Evaluation.

In addition to the evaluations requested by the Donors Committee, the Bank shall evaluate the portfolio of operations it has undertaken under this MIF IV Administration Agreement, with project, thematic and portfolio reviews, and will report on the results of these reviews to the Donors Committee.

ARTICLE V ACCOUNTING AND REPORTING

Section 1. Separation of Accounts.

The Bank shall account for the resources and operations of the Fund in such a way as to permit the identification of the assets, liabilities, income, costs and expenses pertaining to the Fund separate and independent of all other operations of the Bank. The accounting system used shall also permit the identification and recording of the origin of the various resources received by virtue of this MIF IV Administration Agreement and the funds generated by them, as well as their application. The books of the Fund shall be kept in dollars of the United States of America, for which purpose translations between currencies shall be made at the rate of exchange in effect and used by the Bank at the time of each transaction.

Section 2. Reporting.

(a) As long as the present MIF IV Administration Agreement shall remain in force, the Administration of the Bank shall present the following information each year in an annual information statement to the Donors Committee within 180 days after the close of its fiscal year:

- (i) a statement of assets and liabilities of the Fund, a statement of cumulative receipts and expenditures to the Fund and a statement of the origin and use of resources of the Fund, with such explanatory notes as may be pertinent;
- (ii) information on the progress and results of the projects, programs and other operations of the Fund and on the status of applications presented to the Fund; and
- (iii) information on the results of Fund operations based on the criteria contemplated in Article III, Section 3(i) of the MIF IV Agreement.

(b) The statements referred to in paragraph (a) of this Section shall be prepared according to the accounting principles used by the Bank in its own operations or any accounting principles approved by the Donors Committee, and shall be presented together with an opinion issued by the same independent firm of public accountants as designated by the Board of Governors of the Bank for the auditing of the financial statements of the Bank. The fees of the independent firm of accountants shall be charged to the resources of the Fund.

(c) The Bank shall produce an annual report and quarterly reports containing information with respect to the receipts and disbursement of, and balances in, the Fund.

(d) The Donors Committee may also require the Bank, or the firm of public accountants referred to in paragraph (b), to provide other reasonable information concerning the operations of the Fund and the audit statements presented.

ARTICLE VI

TERM OF THE MIF IV ADMINISTRATION AGREEMENT

Section 1. Entry into Force.

This MIF IV Administration Agreement shall enter into force on the date the MIF IV Agreement enters into force.

Section 2. Duration.

(a) This MIF IV Administration Agreement shall remain in force as long as the MIF IV Agreement remains in force. Upon termination of the MIF IV Agreement, or upon termination of this MIF IV Administration Agreement under Section 3 of this Article, this MIF IV Administration Agreement nevertheless shall remain in force until the Bank completes duties relating to the winding up of Fund operations or the settlement of accounts pursuant to Article VI, Section 4(a) of the MIF IV Agreement.

(b) Prior to the end of the initial period contemplated in Article V, Section 2 of the MIF IV Agreement, the Bank shall consult with the Donors Committee about the advisability of extending the operations of the Fund for the renewal period specified thereunder.

Section 3. Termination by the Bank.

The Bank shall terminate this MIF IV Administration Agreement in the event that it suspends its own operations under Article X of its Charter, or in the event that it terminates its operations under that Article of its Charter. The Bank shall terminate this MIF IV Administration Agreement in the event the MIF IV Agreement is amended so as to require the Bank, in fulfilling the obligations of this MIF IV Administration Agreement, to act in contravention of its Charter.

Section 4. Winding up of Fund Operations.

Upon termination of the MIF IV Agreement the Bank shall cease all operations under this MIF IV Administration Agreement, except those incidents to the orderly realization, conservation and preservation of assets and the settlement of obligations. After all relevant liabilities of the Fund are discharged or provided for, the Bank shall make such allocations or distributions of remaining assets as directed by the Donors Committee under Article V, Section 4 of the MIF IV Agreement.

ARTICLE VII GENERAL PROVISIONS

Section 1. Contracts and Documents of the Bank on behalf of the Fund.

In the contracts it signs in administering the resources of the Fund and carrying out its operations, and in all other Fund-related documents, the Bank shall indicate clearly that it is acting as the administrator of the Fund.

Section 2. Responsibilities of the Bank and the Donors.

The earnings, profits or benefits arising from financing, investment and other operations carried out with the resources of the Fund shall in no case benefit the Bank. No financing, investment or operation of any kind carried out with the resources of the Fund shall involve the financial obligation or responsibility of the Bank to the Donors, and accordingly, any loss or deficit that may arise as a result of an operation shall not entitle the Donors to claim indemnification from the Bank, except in cases in which the Bank has departed from the written instructions of the Donors Committee or has failed to act with the same care as it takes in the management of its own resources.

Section 3. Adherence to this MIF IV Administration Agreement.

Any member of the Bank which is not listed on Schedule A of the MIF IV Agreement or any non-member of the Bank may adhere to this MIF IV Administration Agreement after adhering to the MIF IV Agreement. Adherence to this MIF IV Administration Agreement shall be subject to the terms and conditions established by the Donors Committee.

Section 4. Amendment.

This MIF IV Administration Agreement may be amended only by agreement between the Bank and the Donors Committee, which shall reach decision by a vote of at least two-thirds of the Donors representing three-quarters of the total voting power of the Donors. The approval of all Donors shall be required for an amendment to this Section or which involves any financial or other obligations of Donors.

Section 5. Settlement of Disputes.

Any disputes arising under this MIF IV Administration Agreement between the Bank and the Donors Committee, which are not resolved by consultation, shall be settled by arbitration pursuant to Annex A hereof. Any arbitral award shall be final and shall be implemented by a Donor, Donors, or the Bank in accordance with its or their constitutional procedures or the Charter, respectively.

Section 6. Limitations on Liability.

In the operations of the Fund, the financial liability of the Bank shall be limited to the resources and reserves (if any) of the Fund, and the liability of Donors as Donors shall be limited to the unpaid portion of their respective contributions that has become due and payable under the MIF IV Agreement.

Section 7. Withdrawal of a Donor from the MIF IV Agreement.

On the date its notice of withdrawal has become effective under Article VI, Section 4(a) of the MIF IV Agreement, a Donor submitting such a notice shall be deemed to have withdrawn from this MIF IV Administration Agreement. Without prejudice to Article VI, Section 4(b) of the MIF IV Agreement, the Bank, subject to the approval of the Donors Committee, shall enter into an arrangement with such a Donor for the settlement of their respective claims and obligations.

IN WITNESS WHEREOF, this MIF IV Administration Agreement is done in English, French, Portuguese and Spanish texts which are equally authentic and which shall be deposited in the archives of the Bank, and the Bank shall transmit a duly certified copy to each of the Prospective Donors listed in Schedule A of the Agreement Establishing the Multilateral Investment Fund IV.

Done in Punta Cana, Dominican Republic, on the 10th day of March, 2024.

ANNEX A
ARBITRATION PROCEDURES

ARTICLE I
COMPOSITION OF THE TRIBUNAL

The Arbitration Tribunal to resolve disputes under Article VII, Section 5 of the Agreement for the Administration of the Multilateral Investment Fund IV (the "MIF IV Administration Agreement") shall be composed of three members to be appointed in the following manner: one by the Bank, another by the Donors Committee, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties or the arbitrators fail to agree on who shall be the Referee, or if one of the parties should not designate an arbitrator, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, one shall be appointed by the Referee. If either of the appointed arbitrators or Referee is unwilling or unable to act or continue to act, a successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions and faculties as the predecessor.

ARTICLE II
INITIATION OF THE PROCEDURE

In order to submit the dispute to arbitration, the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation which it seeks, and the name of the arbitrator it appoints. The party receiving such communication shall, within 45 days, notify the adverse party of the name of the person it appoints as arbitrator. If within 30 days after delivery of such notification to the claimant, the parties have not agreed as to the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

ARTICLE III
CONVENING OF THE TRIBUNAL

The Arbitration Tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the Referee, and, once convened, shall meet on the dates which the Tribunal itself shall establish.

ARTICLE IV PROCEDURE

(a) The tribunal shall be competent to hear only the matters in dispute. It shall adopt its own procedures (which may be the procedures of a renowned arbitration association) and may on its own initiative designate whichever experts it considers necessary. In any case, it shall give the parties the opportunity to make oral presentations.

(b) The Tribunal shall proceed *ex aequo et bono*, basing itself on the terms of the MIF IV Administration Agreement, and shall issue an award even if either party should fail to appear or present its case.

(c) The award shall be in writing and shall be adopted with the concurrent vote of at least two members of the Tribunal. It shall be handed down within approximately 60 days from the date on which the Referee has been appointed, unless the Tribunal determines that, due to special and unforeseen circumstances, such period should be extended. The award shall be notified to the parties by means of a communication signed by at least two members of the Tribunal.

ARTICLE V COSTS

The fees of each arbitrator shall be paid by the party which appointed such arbitrator and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of the other persons who by mutual agreement they deem should take part in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself shall determine the compensation which may be reasonable for such persons under the circumstances. Each party shall defray its own expenses in the arbitration proceedings, but the expenses of the Tribunal shall be borne equally by the parties. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal. Any fees or expenses due from the Donors Committee under this Article shall be paid from the Fund administered under the MIF IV Administration Agreement.