Administration Arrangement between the Government of Australia and the International Bank for Reconstruction and Development and the International Development Association concerning the Partnership for Infrastructure Development in the West Bank & Gaza Multi-Donor Trust Fund (TF No. TF072778 parallel to original TF071898)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Government of Australia represented by the Department of Foreign Affairs and Trade (the “Donor”, and together with the Bank, the “Participants” and each a “Participant”) has decided, subject to legislative appropriations, to provide the sum of ten million Australian Dollars (AUD 10,000,000) (the “Contribution”) for the Partnership for Infrastructure Development in the West Bank & Gaza Multi-Donor Trust Fund (Trust Fund No. TF072778 parallel to original TF071898) (the “Trust Fund”) in accordance with the provisions of this Administration Arrangement. Other donors are also expected to contribute to the Trust Fund on the basis specified in the Annexes to this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the “Partnership for Infrastructure Development in the West Bank & Gaza Multi-Donor Trust Fund Description” attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the provisions of this Administration Arrangement, including the “Standard Provisions” attached hereto as Annex 2.

3. The Donor will deposit the Contribution promptly following countersignature in the full amount and currency (“Contribution Currency”) specified in paragraph 1 above into such bank account designated by the Bank upon submission of a payment request by the Bank.

4. When making any deposit, the Donor will 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 Trust Fund No. TF072778 parallel to original TF071898 (the Partnership for Infrastructure Development in the West Bank & Gaza Multi-Donor Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Donor will provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to +1 (202) 614-1315.

5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Arrangement will be in writing and delivered by mail, fax or e-mail to the respective Participant’s address specified below or at such other address as such Participant notifies in writing to the other Participant from time to time:

For the Bank (the “Bank Contact”):

Björn Philipp
Program Leader
West Bank and Gaza Country Unit
The World Bank
P.O. Box 54842
Jerusalem
Tel: 972-2-236-6514
Fax: 972-2-236-6543
E-mail: bphilipp@worldbank.org
For the Donor (the “Donor Contact”):

Warren Hoye  
Deputy Head of Office  
Australian Representative Office  
Trust Building  
PO Box 4235  
El Bireh, Ramallah  
Tel: +972 (0)2 242 5301  
Fax: +972 (0)2 242 8290  
E-mail: warren.hoye@dfat.gov.au

6. In the event any amounts are to be returned to the Donor under this Administration Arrangement, the Bank will transfer such amounts to the Donor, unless otherwise mutually decided with the Bank. When making any deposit, the Bank will 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 Trust Fund No. TF072778 parallel to original TF071898 (the Partnership for Infrastructure Development in the West Bank & Gaza Multi-Donor Trust Fund), and the date of the deposit. The Bank will provide a copy of such information to the Donor.

7. At the date of Bank’s signature of this Administration Arrangement, the Indirect Rate (as defined in Annex 1 to this Administration Arrangement) is 17%.

8. All annexes hereto constitute an integral part of this Administration Arrangement, whose terms taken together will constitute the entire arrangement between the Donor and the Bank. Unless otherwise specified in an annex hereto, this Administration Arrangement may be amended only by written amendment between the Bank and the Donor; provided, however, that any annexes to this Administration Arrangement may be amended only by written amendment of all donors contributing to the Trust Fund.

9. It is understood that this Administration Arrangement, including any annexes, is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter, nor is it, in the Donor’s understanding, any other form of international agreement. It is an administrative arrangement between the Bank and the Donor.

10. All references made in the Annexes to “shall”, “Administration Agreement” and “Parties” will have the same meaning as the term “will”, “Administration Arrangement” and “Participants” herein. In addition, references in the Annexes to “agreements” or to tenses of the verb “to agree” will be deemed to constitute references to “decisions” or to tenses of the verb “to decide”, and references to “comply”, “non-compliance” and “obligations” will deemed to constitute references to “adhere”, “non-adherence” and “terms”.

11. Each of the Participants represents, by confirming its acceptance below, that it is authorized to enter into this Administration Arrangement and act in accordance with its provisions. The Bank and the Donor are each requested to sign and date this Administration Arrangement, and upon possession by the Bank of this fully signed Administration Arrangement, this Administration Arrangement will come into effect as of the date of the last signature.
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: __________________________  
Name: Kanthan Shankar  
Title: Country Director, West Bank and Gaza  
Date: 03-Jun-2019

GOVERNMENT OF AUSTRALIA

By: __________________________  
Name: Ralph King  
Title: Dr, Assistant Secretary, Middle East Branch  
Date: 03-Jun-2019
Partnership for Infrastructure Development in the West Bank & Gaza
Multi-Donor Trust Fund Description

This Annex shall be applicable to and form an integral part of all agreements entered into between the Bank and entities (collectively, the "Donors") that provide contributions (the aggregate of all contributions from the Donors, the "Contributions") to be administered by the Bank for the Trust Fund.

A. Objectives

The main objective of the Trust Fund is to improve the coverage, quality, and sustainability of infrastructure in the West Bank and Gaza through financial and technical assistance to the Palestinian Authority (PA) for infrastructure development and related capacity building and institutional development in the water, sanitation, urban development, and energy sectors.

1. Bank-executed Activities:

   (a) Provision of analytical and advisory services and technical assistance;
   (b) Supervision of Recipient-executed activities;
   (c) Management of the Trust Fund;
   (d) Administration of Trust Fund; and
   (e) Program management and administration activities for the Trust Fund, including but not limited to, supporting any program governance arrangements and Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the program.

2. Recipient-executed Activities:

   (a) The Trust fund will provide co-financing, technical assistance, and capacity building in the following sectors:

      (i) Water Supply and Sanitation;
      (ii) Urban Development; and
      (iii) Energy

   (b) Project Preparation.

B. CATEGORIES OF EXPENDITURE

1. For Bank-Executed activities the Contributions may be used to finance:

   (a) Staff costs (excluding short term consultants and temporaries);
   (b) Extended term consultants and temporaries;
   (c) Short-term consultants and temporaries;
   (d) Contractual services;
   (e) Media, workshops, conferences and meetings; and
   (f) Travel expenses.
(ii) For purposes of the above expenditure categories: (a) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)” includes salaries, benefits and indirect rates changed to the Trust Fund as applicable under Bank policies and procedures; (b) “extended term consultants and temporaries” includes fees, benefits and Indirect Rates charged to the TF as applicable under Bank policies and procedures; and (c) “short term consultants and temporaries” includes fees and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures.

(iii) The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the Development Partner Center secure website, as such rate may be revised from time to time by the Bank and applied to this Trust Fund, in accordance with its policies and procedures.

2. For Recipient-Executed activities, the Contributions may be used to finance:

   (a) Civil works;
   (b) Goods;
   (c) Consultants' Services;
   (d) Incremental Operating Costs; and
   (e) Training and Workshops.

The foregoing categories of expenditures may include the financing of taxes.

C. GOVERNANCE

1. The Bank shall have ultimate responsibility for decisions regarding the allocation of financial resources from the Trust Fund to specific projects, analytical and advisory activities in accordance with the terms and conditions specified in this Agreement.

2. Activities to be supported by the Trust Fund shall be subject to the Bank's standard supervision and progress reporting requirements applicable to Bank-financed projects.

3. To ensure that the Donors and national-level Palestinian stakeholders are well informed of the scope and progress of the activities financed through the Trust Fund an inter-agency oversight group for the Trust Fund chaired by a representative of the Bank and comprising of representatives from the Ministry of Finance and the Ministry of Planning and Development of the Palestinian Authority and the respective Donors' agencies shall be established ("Oversight Group"). The role of the Oversight Group shall be advisory in nature and it shall among other functions include: (i) oversight of the performance and outcomes of the activities financed by the Trust Fund; and (ii) carrying out annual reviews of the trust fund activities and management.

4. The Oversight Group shall meet twice a year or as frequently as may be determined by its chairperson.

5. To assess the effectiveness of the financing modality of the activities financed by the Trust Fund an independent evaluation of the Trust Fund's performance shall be carried out after the first 18 months of implementation.

6. The project team assigned by the Bank to supervise the Trust Fund activities ("Project Team") shall provide the Oversight Group with summaries of bi-annual operational reports on the progress made in achieving the objectives of the activities financed by the Trust Fund.
7. Donors' representatives in the Oversight Group are encouraged to take part in the Bank's supervision missions for specific projects that are financed through the Trust Fund.

8. The Oversight Group shall be briefed by the Project Team on any issues that may require strategic adjustments to the Trust Fund, such as significant changes in the way the Trust Fund is structured and the scope of activities to be supported (for example, including new activities or sectors in addition to those specified in Part A of this Annex 1).

9. Subject to the Bank's Access to Information Policy, the Donors shall have access to all Trust Fund documents, such as applications for financing, minutes of Oversight Group meetings, terms of reference, and various progress and completion reports related to the activities financed by the Trust Fund.
ANNEX 2

Standard Provisions Applicable to the Partnership for Infrastructure Development in the West Bank & Gaza Multi Donor Trust Fund

This Annex shall be applicable to and form an integral part of all agreements entered into between the Bank and the Donors that provide Contributions to be administered by the Bank for the Trust Fund.

1. **Administration of the Contributions**

1.1. 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 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 Agreement shall be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2. The Contribution 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 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 Donor acknowledges 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 the Donor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

2. **Commingling, Exchange and Investment of the Contributions**

2.1. The Contributions shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The Contributions may be commingled with other trust fund assets maintained by the Bank.

2.2. The Contributions may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

2.3. The Bank shall invest and reinvest the Contributions pending their disbursement in accordance with the Bank's policies and procedures for the investment of trust funds administered by the Bank. The Bank shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Grants to Recipient**

3.1. The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into grant agreements (the "Grant Agreements") with the Palestine Liberation Organization, for the benefit of the Palestinian Authority (the "Recipient"), in accordance with the governance terms of Annex 1 consistent with the purposes of this 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. Upon request by a Donor, the Bank shall furnish a copy of the Grant Agreements to the Donors.
3.2. The Bank shall be responsible for the supervision of the activities financed under the Grant Agreements. Subject to the consent of the Recipient, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

3.3. 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.

4. **Procurement**

4.1. For Recipient-executed activities, the Grant Agreements shall provide that the Contributions shall be used by the Recipient to finance expenditures for goods and services, as the case may be, in accordance with the Bank's Guidelines on "Procurement under IBRD Loans and IDA Credits" and the Bank's Guidelines on the "Selection and Employment of Consultants by World Bank Borrowers," as in effect at the date of entry into the respective Grant Agreements.

4.2. For Bank-executed activities, the employment and supervision of any consultants and the procurement of any goods financed by the Contributions shall be the responsibility of the Bank and shall be carried out in accordance with its applicable policies and procedures.

5. **Accounting and Financial Reporting**

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

5.2. The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the holding currency of the Trust Fund with respect to the Contributions via the World Bank's Trust Funds Donor Center secure website. 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 of the Trust Fund with respect to the Contributions will be made available to the Donors via the World Bank's Trust Funds Donor Center secure website.

5.3. The Bank shall provide to the Donors, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (1) a management assertion together with an attestation 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 (2) 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.

5.4. 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 paid by the requesting Donor.

5.5. The Bank shall provide the Donors with copies of all financial statements and auditors' reports received by the Bank from the Recipient pursuant to the Grant Agreements.
6. **Progress Reporting**

6.1. The Bank shall provide the Donors with an annual report on the progress of activities financed by the Contributions. Within six (6) months of the final disbursement date specified in paragraph 7.2, the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

6.2. Any Donor may review or evaluate activities financed by 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 its policies and procedures. All associated costs shall be borne by the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

7. **Disbursement; Cancellation; Refund.**

7.1. The Contributions may be used to retroactively finance payments for eligible expenditures in accordance with the Bank's policies and procedures from December 2, 2016.

7.2. It is expected that the Contributions will be fully disbursed by the Bank by December 31, 2027. The Bank shall only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.

7.3. Any Donor or the Bank may, upon three (3) months' prior written notice, cancel all or part of the Donor's pro rata share, of any remaining balance of the Contributions that is not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Agreement prior to the receipt of such notice, including the Grant Agreements.

7.4. Following the final disbursement date specified in paragraph 7.2, the Bank shall return any remaining balance of the Contributions to the Donors or to the relevant Donor Balance Account on a pro rata basis based on the Donors' paid Contributions. In the event of a cancellation the Bank shall promptly return to the relevant Donor or Donors or to the relevant Donor Balance Account the Donor's pro rata share of uncommitted Contributions in accordance with paragraph 7.3.

8. **Disclosure**

8.1. The Bank will disclose this Agreement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, Donors consent to disclosure of this Agreement and related information on this Trust Fund.

9. **Trust Fund Fee**

9.1. The Bank shall calculate a fee each time funds (the “Grant Amount”) from the Trust Fund become committed under a Grant Agreement. Such commitment shall occur when such Grant Agreement is fully countersigned (the “Calculation Date”). The fee so calculated by the Bank shall be based on the cumulative total of funds from the Trust Fund committed under all Grant Agreements that have been fully countersigned on or prior to the Calculation Date (the “Cumulative Grant Total”). The calculated fee shall depend on where the Cumulative Grant Total stands as the Grant Amount is added and shall be determined in accordance with the following schedule:
(i) 5% of any portion of the Grant Amount that results in a Cumulative Grant Total below or equal to US$ 50 million or equivalent; plus
(ii) 4% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 50 million or equivalent and below or equal to US$ 500 million or equivalent; plus
(iii) 3% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 500 million or equivalent and below or equal to US$ 1 billion or equivalent; plus
(iv) 2% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 1 billion or equivalent.

9.2 Following each Calculation Date, the Bank shall deduct from the Trust Fund, and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.