Trust Fund Administration Arrangement (the “Administration Arrangement”) between the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development, and the International Bank for Reconstruction and Development and the International Development Association concerning the High Frequency South Sudan Survey Single-Donor Trust Fund (TFO72134) (Donor Component Code 203597-104)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development (the “Donor,” and together with the Bank, the “Participants” and each, a “Participant”) will make available as a grant the sum of two million Pounds Sterling (£2,000,000) (the “Contribution”) for the High Frequency South Sudan Survey Single-Donor Trust Fund (TFO72134) (the “Trust Fund”) in accordance with the provisions of this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the “High Frequency South Sudan Survey 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 in accordance with the following schedule and in the currency specified in Section 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:

<table>
<thead>
<tr>
<th></th>
<th>Amount (Pounds Sterling)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>£350,000.00</td>
</tr>
<tr>
<td>(B)</td>
<td>£450,000.00</td>
</tr>
<tr>
<td>(C)</td>
<td>£475,000.00</td>
</tr>
<tr>
<td>(D)</td>
<td>£475,000.00</td>
</tr>
<tr>
<td>(E)</td>
<td>£250,000.00</td>
</tr>
</tbody>
</table>

The value of each payment request will be based on an accompanying 6-monthly expanded forecast which reflects the contribution disbursement anticipated for that period.

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 TF072134 (the High Frequency South Sudan Survey 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”):

Johan A. Mistiaen  
Senior Economist  
Global Poverty Practice  
The World Bank  
Delta Center, Menengai Road, Upper Hill, PO Box 30577-00100, Nairobi, Kenya

Tel: +254(0)20 293 6342  
Fax: +254(0)20 293 6382

For the Donor (the “Donor Contact”):

Denise Hill  
Programme Manager  
DFID South Sudan  
DFID South Sudan, EU Compound, Kololo Road, Tong-Ping, Juba, South Sudan

Tel: +211 (0)912 501 157/ +211 (0)959 200029; +256 (0)756 693 966  
E-mail: Denise-Hill@dfid.gov.uk

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 Balance Account of the Donor with the Bank.

7. In providing funds under this Administration Arrangement, the Donor does not intend to accept any responsibility of liability towards any third parties for any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

8. All annexes hereto constitute an integral part of this Administration Arrangement, whose provisions taken together will constitute the entire arrangement and understanding 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.

9. Each of the undersigned 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 become effective as of the date of the last signature. It is understood that this Arrangement is not an international treaty. It is an administrative arrangement between the Donor and the Bank.
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 

Name: Bella Bird

Title: Country Director for Sudan, South Sudan and Somalia, The World Bank

Date: 7 July 2014

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
acting through the DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

By: 

Name: Elizabeth Carriere

Title: Head of Office, DFID South Sudan

Date: 11.07.2014
High Frequency South Sudan Survey Trust Fund Description

This Annex will be applicable to and form an integral part of this Administration Arrangement for the Trust Fund between the Bank and the Donor.

1. Objectives

The objectives of the Trust Fund are:

a. to build on an existing pilot project and scale the survey nationwide to provide policy makers and stakeholders with a more complete picture of the economic, social and security conditions in South Sudan;

b. to build capacity in the South Sudan National Bureau of Statistics (SSNBS) to administer surveys, prepare and collect data, and produce analytical reports to inform government policies; and

c. to produce World Bank analysis based on this data that is of use to policymakers. Market price and parallel market exchange rate data will be collected in all 10 state capitals, and the household survey will be modified and expanded to collect important social and economic indicators from households in and around the 10 state capitals.

2. Activities

The Bank-executed activities to be financed by the Trust Fund are:

a. Project Management Training
   This component would include the following activities: Annual work plans and budgets; Quarterly review meeting notes and action plan; Weekly project management meeting notes; Technical guide for setting up technology platform and data collection system; Survey protocol.

b. Data Collection
   This component would include the following activities: Survey questionnaire; Monthly exchange rate and market price data sets; Quarterly household survey data sets.

c. Data Analysis
   This component would include the following activities: Monthly exchange rate and market price press releases; Quarterly household survey press releases; Bi-annual presentations on survey results.

d. Capacity Building
   This component would include the following activities: Annual capacity building and training plans; Training material for field supervisor and enumerators; Exams for all field supervisors and enumerators; Issuance of training certificates.

3. Eligible Expenditures

The Contribution may be used to finance:

a. Associated Overheads
b. Consultant Fees Individuals and Firms
c. Contractual Services
d. Equipment and Office Premises Lease Cost

e. Extended Term Consultants – No Indirects

f. Extended Term Consultants

g. Field Assignment Benefits

h. Media, Workshop, Conference and Meeting

i. Staff Costs – with Indirect Costs

j. Staff Costs – No Indirect Costs

k. Temporary Support Staff Costs

l. Temporary Staff Costs – No Indirects

m. Travel Expenses
ANNEX 2

Standard Provisions

This Annex will be applicable to and form an integral part of the Administration Arrangement for the Trust Fund between the Bank and the Donor.

1. **Administration of the Contribution**

   1.1 The Bank will be responsible only for performing those functions specifically set forth in this Administration Arrangement and will not be subject to any other duties or responsibilities to the Donor, including, without limitation, any duties or commitments that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Administration Arrangement will be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

   1.2 The Contribution will be administered in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including its procurement, financial management, disbursement and safeguard policies, 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 of 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.

2. **Management of the Contribution**

   2.1 The Contribution will be accounted for as a single trust fund and will be kept separate and apart from the funds of the Bank. The Contribution may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

   2.2 The currency in which the Contribution will be held is Pounds Sterling (the "Holding Currency").

   2.3 The Donor accepts to deposit the Contribution in the Contribution Currency stated in this Administration Arrangement. In the case of deposit received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amount and the accompanying Deposit Instructions, the Bank will convert such amount into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where the Contribution proves to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Bank nor the Donor will bear any responsibility for providing any additional financing.

   2.4 The Contribution may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.

   2.5 The Bank will invest and reinvest the Contribution pending their disbursement in accordance with the Bank’s applicable policies and procedures for the investment of trust funds administered by the Bank. The Bank will transfer all income from such investment to the Donor's applicable donor balance account with the Bank.
3. **Trust Fund Fees and Costs**

3.1 The Bank will deduct and retain for its own account, as a one-time deduction from the funds in the Trust Fund, an amount equal to and not greater than thirty-five thousand United States Dollars (US$35,000) as a set-up fee for the Trust Fund upon receipt of the Contribution.

3.2 The Bank will additionally deduct and retain for its own account, as a deduction from each Installment, an amount equal to five percent (5%) per Installment as an administrative fee for the Trust Fund.

3.3 The Donor acknowledges and accepts that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of the anticipated Contribution. If the actual Contribution differs from what was originally anticipated at the time of signature or if other circumstances affecting Trust Fund fees or costs change, the Bank may, in its sole discretion, request a change to the provisions of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to this Administration Arrangement and which would thereafter be applicable to all new contributions that will be provided either as amendments to supplement the existing Administration Arrangement or under a new Administration Arrangement.

4. **Accounting and Financial Reporting**

4.1 The Bank will maintain separate records and ledger accounts in respect of the Contribution deposited in the Trust Fund and disbursements made therefrom.

4.2 The Bank will furnish to the Donor current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contribution 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 with respect to the Contribution will be made available to the Donor via the World Bank’s Trust Funds Donor Center secure website.

4.3 The Bank will provide to the Donor via the World Bank’s Trust Fund Donor Center secure website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) 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 (ii) 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 will be borne by the Bank.

4.4 If the 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 will first consult as to whether such an external audit is necessary. The Bank and the Donor will decide on the appropriate scope and terms of reference of such audit. Following understanding on the scope and terms of reference, the Bank will arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, will be borne by the Donor.

5. **Progress Reporting**

5.1 The Bank will provide the Donor with an annual report on the progress of activities financed by the Contribution. Within six (6) months of the End Disbursement Date (as defined
below), the Bank will furnish to the Donor a final report on the activities financed by the Trust Fund.

5.2 The Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. The Donor and the Bank will decide on the scope and conduct of such review or evaluation, and the Bank will provide all relevant information within the limits of the Bank’s applicable policies and procedures. All associated costs, including any costs incurred by the Bank, will 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.

6. **Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by December 31, 2016 (the “End Disbursement Date”). The Bank will only disburse funds from the Contribution for the purposes of this Administration Arrangement (other than returns to the Donor) after such date to the extent such date is changed in accordance with amendments made to this Administration Arrangement.

6.2 The Donor or the Bank may, upon three (3) months’ prior written notice, cancel all or part of any remaining balance of the Contribution that is not yet committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Arrangement prior to the receipt of such notice.

6.3 Following the End Disbursement Date specified in paragraph 6.1, the Bank will return any unused and uncommitted fund balance in the Trust Fund to the Donor Balance Account based on the Donor’s paid Contribution in the Holding Currency. In the event of a cancellation in accordance with paragraph 6.2, the Bank will return to the Donor Balance Account the unused and uncommitted fund balance in the Trust Fund.

7. **Disclosure; Dispute Resolution**

7.1 The Bank will disclose this Administration Arrangement and related information on this Trust Fund in accordance with the Bank’s Policy on Access to Information. By entering into this Administration Arrangement, the Donor consents to such disclosure of this Administration Arrangement and such related information.

7.2 The Donor and the Bank will use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Administration Arrangement.