ADMINISTRATION AGREEMENT

BETWEEN

GAVI THE VACCINE ALLIANCE

AND

THE INTERNATIONAL BANK FOR RECONSTRUCTION

AND DEVELOPMENT AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION

CONCERNING

THE PAKISTAN NATIONAL IMMUNIZATION SUPPORT PROJECT

MULTI-DONOR TRUST FUND

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that Gavi, the Vaccine Alliance (variously the “Donor” or “Gavi”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of Fifty-nine Million United States Dollars (USD 59,000,000) (the “Contribution”) for the Pakistan National Immunization Support Project Multi-Donor Trust Fund, No. 072493 (the “Trust Fund”) in accordance with the terms of this Administration Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Administration Agreement.

2. The Contribution shall be used to finance the activities set forth in the “Pakistan National Immunization Support Project Multi-Donor Trust Fund Description” attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Agreement, including the “Standard Provisions” attached hereto as Annex 2 and the provisions on “Governance” attached hereto as Annex 3.

3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency (“Contribution Currency”) specified in paragraph 1 above 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>
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<tr>
<th>Installments</th>
<th>Estimate Dates for Installment Deposits</th>
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<tr>
<td>(a) USD 34,000,000</td>
<td>• Within 30 days after countersignature of this Agreement; and</td>
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<tr>
<td>(b) USD 25,000,000</td>
<td>• On or around January 1, 2017.</td>
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4. When making any deposit, the Donor shall 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 the TF 072493 (the Pakistan National Immunization Support Project Multi-Donor Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Donor shall 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 Agreement shall be in writing and delivered by mail, fax or e-mail to the respective Party’s address specified below or at such other address as such Party notifies in writing to the other Party from time to time:
For the Bank (the “Bank Contact”):

Rekha Menon
Practice Manager
GHNDR
The World Bank
1818 H Street N.W.
Washington, DC 20433
USA
Tel: +1 (202) 458-7434
E-mail: Rmenon@worldbank.org

For the Donor (the “Donor Contact”):

Hind Hkatib-Othman
Managing Director
Country Programmes
2 Chemin des Mines
1202 Geneva
Switzerland
Tel: +41 22 909 71 33
E-mail: hkhatib@gavi.org

6. In the event any amounts are to be returned to the Donor under this Administration Agreement, the Bank shall transfer such amounts to the Donor, unless otherwise agreed with the Bank. When making any deposit, the Bank shall 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 TF 072493 (the Pakistan National Immunization Support Project Multi-Donor Trust Fund), and the date of the deposit.

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

8. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Administration Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Administration Agreement, and upon possession by the Bank of this fully signed Administration Agreement, this Administration Agreement shall become effective as of the date in which the first Installment is received by the Bank.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

Patchamuthu Illangovan
Country Director (Pakistan)
Date: January 27, 2016

GAVI, ALLIANCE

By: Hind Khatib-Othman
Hind Khatib-Othman
Managing Director, Country Programmes

Date: 25/01/2016
Pakistan National Immunization Support Project Multi-Donor Trust Fund Description

This Annex shall be applicable to and form an integral part of all administration agreements for the Trust Fund (collectively, the “Administration Agreements” and each an “Administration Agreement”) between the Bank and any entities that provide any funds to the Trust Fund (collectively, the “Donors”).

Whereas

The Donors and the Bank are committed to co-finance the Islamic Republic of Pakistan’s (Pakistan) National Immunization Support Project (the “Project”), which will serve as a common platform to finance the implementation of Pakistan’s comprehensive multi-year national immunization plan (“CMYP”) endorsed by the Government of Pakistan.

It is proposed that the Trust Fund provide the framework for inter-institutional coordination among Pakistan, its Provinces, the Donors and the Bank in support of the Pakistan’s implementation of its CMYP. It is therefore anticipated that majority of the Trust Fund resources be facilitated to Pakistan under a performance-based financing scheme to incentivize outcomes under the Project, which outcomes are aligned and consistent with the CMYP.

The CMYP is intended to be co-financed by a Bank’s credit line for an amount in Special Drawing Rights equivalent to fifty million United States dollars (USD 50,000,000), complemented with a partial buy-down arrangement of the net present value of the Credit for up to twenty five million United States dollars (USD25,000,000), financed by the Bill & Melinda Gates Foundation and subject to successful implementation and the achievement of Project results agreed as disbursement-linked indicators.

In consideration of the foregoing, the Donors and the Bank agree:

1. Objectives

1.1. The objectives of the Trust Fund are to provide a pooled financing instrument to reduce fragmentation of financing for immunization in Pakistan, and thereby support Pakistan to increase the equitable coverage of services for immunization against vaccine preventable diseases (“VPD”), including Poliomyelitis, for children between 0 and 23 months in the country.

2. Activities

The activities to be financed by the Trust Fund are:

2.1 Bank-executed activities for which the Bank has implementation responsibility:

(a) Technical Assistance and Analytical Work (est. USD 477,000): (i) Carrying out evaluations/surveys of processes and impacts of Pakistan immunization activities and documenting case studies; (ii) providing support for testing innovative approaches, systems and/or models for monitoring and evaluation of Pakistan immunization efforts; (iii) providing technical assistance for capacity development in financial management and procurement; and (iv) disseminating analytical products on immunization to influence policy changes;

(b) Project Implementation Support (est. USD 4,258,000): Carrying out Project supervision and providing Project implementation support to the Recipient and its implementing agencies, including field visits, carrying out third party monitoring/audits and studies to validate data, evidence review, and the carrying out of workshops and/or analytical work;
(c) **Donor Coordination and Communication** *(est. USD 330,000):* (i) Managing communications with Donors and development partners; and (ii) supporting program governance arrangements and Trust Fund related meetings; and

(d) **Program Management and Administration Activities** *(est. USD 330,000):* (i) Planning and executing Trust Fund work plans and budgets; and (ii) disseminating lessons learned; reporting on progress; and monitoring and evaluating the program activities.

### 2.2 Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

**National Immunization Support Project** *(est. USD 56,896,000):* Providing support to Pakistan’s national immunization support project, through a combination of results-based and input-based financing aimed at: (i) strengthening Pakistan’s management, governance and stewardship functions to address fundamental systemic weaknesses of the country’s immunization efforts/programs; (ii) improving immunization services delivery performance increasing equitable access thereto; (iii) liaising and/or engaging with civil society organizations in exploring and expanding innovative strategies to empower communities to access immunization services and promoting positive behavior for acceptance and increased demand of immunization services; (iv) procuring cold chain equipment and related supplies through United Nations Children’s Fund (“UNICEF”); (v) expanding/maintaining vaccine logistics management information system, and strengthening of other health systems; and (vi) improving capacity in technical areas for increase immunization coverage, including national coordination, project management and analytical capacities of federal and provincial cells for Pakistan’s expanded program for immunization.

### 2.3 UN Agency-executed activities *(est. USD 3,817,000),* for which a Partner UN agency (as defined in Annex 2) approved by the Steering Committee (as defined in Annex 3) has implementation responsibility and uses a portion of the Trust Fund contributions committed and transferred, subject to the availability of applicable resources in the Trust Fund, by the Trustee (as defined in Annex 2) to such Partner UN Agency in accordance with the decisions of the Steering Committee and the provisions of the respective Transfer Agreement (as defined in Annex 2):

**Provision of technical assistance within the Partner UN Agency’s areas of expertise** for the benefit of Pakistan immunization efforts, in a manner and substance consistent with the objectives of this Trust Fund, as determined by the Steering Committee.

### 2.4 Each Partner UN agency shall be responsible for the use of funds transferred to it under the Trust Fund and the activities carried out therewith in accordance with its own fiduciary, safeguard and operational policies and procedures.

### 3. Eligible Expenditures

#### 3.1 For Bank-executed activities, the Trust Fund funds may be used to finance:

(a) contractual services;
(b) equipment and office premises lease cost;
(c) media, workshops, conferences and meetings;
(d) travel expenses;
(e) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries).
(f) short-term consultants and temporaries; and
(g) extended term consultants and temporaries.
For purposes of this section: (i) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)” includes salaries, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; (ii) “extended term consultants and temporaries” includes fees, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; and (iii) “short term consultants and temporaries” includes fees and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures.

3.2 For **Recipient-executed activities** implemented by Pakistan, the Trust Fund funds may be used to finance eligible expenditures in accordance with the Bank’s applicable policies and procedures.

3.3 For **Partner UN Agency-executed activities**, the eligible expenditures shall be determined by the respective Partner UN agency’s policies and procedures. Following disbursement by the Bank of funds from the Trust Fund to such Partner UN agency as instructed by the Steering Committee, the Bank shall have no further responsibility for such Partner UN Agency’s use of the funds and activities carry out therewith.

4. **Taxes**

4.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s applicable policies and procedures, except that the Trust Fund resources shall not be used to pay any taxes, customs, duties, toll other charges imposed on the importation of vaccines and related supplies.
Standard Provisions

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

1. Administration of the Contributions

1.1 The Bank shall be responsible only for performing those functions specifically set forth in this Administration 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 Administration Agreement shall 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 Bank shall, in accordance with the terms of this Administration Agreement and its applicable policies and procedures, serve as the trustee of this Trust Fund (the “Trustee”) and the principal delivery partner under the Trust Fund. Notwithstanding the foregoing, the Steering Committee (as defined in Annex 3) may decide, on a case by case basis, in consultation with the Trustee, and subject to the availability of the applicable resources (within the estimated ceilings amounts), instruct the Trustee to make commitments and transfer to other United Nations specialized agencies (the “Partner UN Agencies”) Trust Fund resources for the carrying out of activities described in Section 2.3 of Annex 1 to this Administration Agreement.

1.3 Upon the decision of approval by the Steering Committee of a transfer of Trust Fund resources to a Partner UN Agency, the Bank, in its capacity as Trustee, shall enter into a transfer agreement (the “Transfer Agreement”) with such Partner UN Agency, setting forth the terms and conditions for the remittance of funds based on the instructions approved by the Steering Committee, including the responsibility of the Partner UN Agency to use the funds so transferred for the carrying out of activities approved by the Steering Committee, and in accordance with its own fiduciary, safeguard and operational policies and procedures. Following disbursement by the Bank as Trustee of the Trust Fund of the amounts committed under a Transfer Agreement to a Partner UN Agency, the Bank shall have no further responsibility for the Partner UN Agency’s use of such funds and/or the activities carried out therewith. Each Partner UN Agency shall report and be directly accountable to the Steering Committee and the Donors.

1.4 Except for the portion of funds transferred by the Bank to the Partner UN Agencies (which shall be administered in accordance with the respective Partner UN Agencies’ own policies and procedures), each Donor’s Contribution (collectively, the “Contributions”) 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 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 Charter of the United Nations. The Donors acknowledge 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 a Donor.

2. Management of the Contributions

2.1 The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund 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 funds in the Trust Fund shall be held is United States Dollars (the "Holding Currency").

2.3 Donors agree to deposit their Contributions in the Contribution Currency stated in their respective Administration Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Bank shall convert such amounts into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

2.4 The funds deposited in the Trust Fund 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 shall invest and reinvest the funds deposited in the Trust Fund 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 shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Accounting and Financial Reporting**

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

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

3.3 The Bank shall provide to the Donors 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 shall be borne by the Bank.

3.4 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 borne by the requesting Donor.

3.5 The Bank shall make available to the Donors copies of all financial statements and auditors’ reports received by the Bank from Recipients pursuant to any Grant Agreements (as defined below) in accordance with the Bank’s Access to Information Policy.
3.6 For Partner UN Agency-executed activities, the Partner UN Agency shall (under the terms of the Transfer Agreement) periodically provide the Steering Committee and the Donors with copies of all financial statements and auditors' reports required under the Transfer Agreement, in accordance with the Partner UN Agency’s policies and procedures.

4. Joint Supervision & Progress Reporting

4.1. The Bank will coordinate with the Donors the carrying out of regular joint supervision, appraisal and evaluation missions (“JSAEM”). The envisioned JSAEM will take place at least twice a year, and the Bank will invite the Donors, as well as the Pakistan’s National Interagency Coordination Committee on Immunization (the “ICC”), to send their representatives. The main objective of the JSAEM will be to: (i) review and assess Pakistan’s progress in implementing the Project vis-à-vis its performance and results framework and the proposed development objectives thereof; and (ii) if necessary, propose any corrective actions/measures required for the Project to achieve such results and objectives.

4.2. The Bank shall provide the Donors with semi-annual progress reports on or around the 30th of January and the 31st of July of each year, commencing on 31st of July, 2016. The progress reports shall be provided with reference to the performance and results framework agreed by the Bank and the Donors, as such results framework may be reviewed by the Parties from time to time, and the outcome of the JSAEM. Within (6) months of the End Disbursement Date (as defined below), the Bank shall provide to the Donors with a final report on the Recipient-executed and Bank-executed activities under the Trust Fund.

4.3. The Partner UN Agencies shall provide the Steering Committee and the Donors with reports on the progress of the Partner UN Agency-executed activities (as defined in Annex 1 to this Agreement) pursuant to the Transfer Agreements.

4.4. Any Donor may review or evaluate the Bank-executed and Recipient-executed activities financed by the Trust Fund at any time up to closure of 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 the Bank’s applicable policies and procedures. All associated costs, including any costs incurred by the Bank, 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.

5. Disbursement; Cancellation; Refund

5.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by December 31, 2021 (the “End Disbursement Date”). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

5.2 Any Donor may cancel all or part of such Donor’s pro rata share, and the Bank may cancel all or any Donors’ pro rata shares, upon three (3) months’ prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants, Partner UN Agencies and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements and/or Transfer Agreements, prior to
the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

6. Disclosure; Dispute Resolution

6.1 The Bank shall disclose the Administration Agreements and related information on this Trust Fund in accordance with the Bank’s Policy on Access to Information. By entering into Administration Agreements, the Donors consent to such disclosure of their respective Administration Agreements and such related information. Similarly, the Donors may disclose the Administration Agreement and related information on this Trust Fund in accordance with its relevant policies.

6.2 The Donors and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Agreements.

7. Grants to Recipients and Transfer Agreements to Partner UN Agencies

7.1 The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into one or more grant agreements (the “Grant Agreements”) with recipients (the “Recipients”) and/or the Transfer Agreements with Partner UN Agencies, consistent with the purposes of this Administration Agreement and on the terms and conditions set forth in the Grant Agreements or the Transfer Agreements, respectively. Grant Agreements and Transfer 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.

7.2 The Bank shall calculate a fee each time funds (the “Grant/Transfer Amount”) from the Trust Fund become committed under a Grant Agreement or Transfer Agreement as the case may be. Such commitment shall occur when such Grant Agreement or Transfer 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 and Transfer Agreements that have been fully countersigned on or prior to the Calculation Date (the “Cumulative Grant/Transfer Total”). The calculated fee shall depend on where the Cumulative Grant/Transfer Total stands as the Grant/Transfer Amount is added and shall be determined in accordance with the following schedule:

(i) 5% of any portion of the Grant/Transfer Amount that results in a Cumulative Grant/Transfer Total below or equal to US$ 50 million (or equivalent); plus
(ii) 4% of any portion of the Grant/Transfer Amount that results in a Cumulative Grant/Transfer 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/Transfer Amount that results in a Cumulative Grant/Transfer 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/Transfer Amount that results in a Cumulative Grant/Transfer Total above US$ 1 billion (or equivalent).

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/Transfer Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.

7.3 The Bank shall be responsible for the supervision of the activities financed under any Grant Agreements. Subject to the consent of any relevant Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.
7.4 The Bank shall promptly inform the Donors of any significant modification to the terms of any Grant Agreements and/or Transfer Agreements and of any contractual remedies that are exercised by the Bank under any Grant Agreements and/or Transfer 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.
Governance

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

1. **Steering Committee:**

1.1. Within three (3) month as of the effectiveness of this Trust Fund Administration Agreement, the Bank shall convene a Steering Committee (the “Steering Committee) comprised of representatives of each Donor contributing to the Trust Fund, Pakistan with a joint representation of its Federal and Provincial Governments, the Bank, The Bill & Melinda Gates Foundation, and civil society.

1.2. The Steering Committee will be co-chaired by the Bank, in its capacity as administrator/trustee for the Trust Fund and Pakistan’s Federal Government. The Steering Committee will meet not less than once a year (either virtually or in such place as the Steering Committee shall decide), and, to the extent possible, shall discuss and adopt any decisions by consensus. The minimum quorum for the Steering Committee to hold its meetings is two thirds (2/3) of its constituting members at any point in time.

1.3. In the absence of consensus, any matter discussed shall be decided according to such voting rules and procedures as the Steering Committee shall prescribe. For purpose of the initial approval of such voting rules and procedures, each member of the Steering Committee shall be entitled to cast one (1) vote.

1.4. The Steering Committee will decide in its first meeting the terms of reference for the selection of civil society representatives and their participation in subsequent Steering Committee meetings.

1.5. The Steering Committee functions shall include, among others:

   (a) endorse the overall priorities and provide higher level strategic direction and guidance to the Bank on the Trust Fund’s strategic goal;

   (b) review and approve the financial strategy of the Trust Fund, including the annual budget and work plans to be prepared by the Bank for Bank-executed activities under Sections 2.1(a) and 2.1(c) of Annex I to this Administration Agreement;

   (c) provide advocacy support for the Trust Fund, including development and implementation of a comprehensive communications and outreach strategy;

   (d) review the progress reports on implementation of Pakistan’s National Immunization Support Project, and the Project’s performance vis-à-vis its development objectives and envisioned results, taking into consideration the programmatic overview provided by the ICC, and

   (e) approve any transfer-out arrangements, and budgets and work-plans thereof, allocating (sub-granting) Trust Fund resources to Partner UN Agencies for purposes of Section 2.3 of Annex I to this Administration Agreement.

1.6. The Steering Committee shall coordinate the Trust Fund activities with the ICC in its capacity as the apex body for interagency coordination under Pakistan’s expanded program on immunization (the “EPI”).
2. **National Interagency Coordination Committee on Immunization**

2.1. The Bank shall request Pakistan to convene the ICC at least once every six (6) months, to the extent possible, concurrent with the JSAEMs. Annually, a meeting of the ICC shall be deemed as the "Annual Joint Appraisal" of the EPI.

2.2. The ICC will be chaired by Pakistan's Ministry of National Health Services, Regulation and Coordination.

2.3. The ICC is expected to:

   (a) convene mission meetings with the Donors’ and Bank’s representatives, securing the attendance of development and technical partners, including wrap-up meetings at the conclusion of each JSAEM, in order to discuss and inform the final aide memoire of such missions to be submitted to the Government of Pakistan;

   (b) organize field visits to assess progress in Project implementation at provincial level;

   (c) review the progress made by Pakistan and its Provinces in the achievement of results under the Project as well as the disbursement-linked indicators (to be) reflected in the Grant Agreement, including the assessment of the independent/third party verification thereof, and convey its considerations to the Steering Committee; and

   (d) convene, as needed, briefer/closed meetings with the members of the ICC, to review the progress in implementation of Pakistan's CMYP.