Administration Arrangement between the Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Department for International Development and the International Bank for Reconstruction and Development and the International Development Association Concerning Revitalizing Education Development in Sierra-Leone Multi-Donor Trust Fund (REDiSL MDTF) (No. TF072152)

DFID Component Code: 240278-101

December 12, 2013

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “World Bank”) acknowledge that the Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Department for International Development (the “Donor”, and together with the World Bank, the “Parties” and each a “Party”) decided to provide the sum of four million four hundred thousand Pounds Sterling (£4,400,000.00) (the “Contribution”) for the Revitalizing Education Development in Sierra-Leone Multi-Donor Trust Fund, No. 072152 (the “Trust Fund”) in accordance with the terms of this Administration Arrangement. Other donors are also expected to contribute to the Trust Fund on the provisions specified in the Annexes to this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the Revitalizing Education Development in Sierra-Leone Multi-Donor Trust Fund (REDiSL MDTF) Trust Fund Description” attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Arrangement, including the “Standard Provisions” attached hereto as Annex 2 and “Governance” attached hereto as Annex 3.

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:

   (a) Promptly following countersignature £ 2,000,000.00

   (b) By 30th November 2014 £ 1,400,000.00

   (c) By 30th November 2015 £ 1,000,000.00

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 TF072152 the Revitalizing Education Development in Sierra-Leone 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 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”):

Kaliopé Azzi-Huck  
Sr. Operations Officer /Task Team Leader  
West and Central Africa Education Unit (AFTEW)  
The World Bank  
1818 H Street, NW  
Washington, D.C. 20433  
Tel: +1 202 473 4686  
E-mail: kazzi-huck@worldbank.org

For the Donor (the “Donor Contact”):

Edward Davis  
Education Adviser  
DFID Sierra Leone & Liberia  
5 Off Spur Road, Freetown, Sierra Leone  
Tel: +232 (0)76 801498  
E-mail: e-davis@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, unless otherwise agreed with the Bank.

7. In providing funds under this Arrangement, the Donor does not intend to accept any responsibility or 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 terms 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; 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. 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 carried out as of the date of the last signature. It is understood that this Administration Arrangement, including any annexes, is not an international treaty. It is an administrative arrangement between the Trustee and the Donor.
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By:  
Name: Sergiy V. Kulyk
Title: Acting Country Director
       Ghana, Liberia, and Sierra Leone
Date: December 12, 2013

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND REPRESENTED BY
DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

By:  
Name: Phil Evans
Title: Head of Office
       DFID Sierra Leone and Liberia
Date: December 13, 2013
ANNEX 1

Revitalizing Education Development in Sierra Leone (REDSiL) MDTF
Trust Fund Description

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

1. Objectives

The objective of the Sierra Leone Multi-Donor Trust Fund is to improve the learning environment and establish systems for monitoring of education interventions and outcomes.

2. Activities

The activities (which may be described as “components” of activities) to be financed by the Trust Fund are:

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

Provision of technical assistance to the Government of Sierra Leone to help in implementing, monitoring and reporting on the Education Sector Strategy.

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

This Trust Fund will focus on: (i) implementing and monitoring specific elements of the education sector strategy; (ii) coordinating donor activities in education; and (iii) addressing capacity gaps at the Ministry and local levels.

(i) Implementing and Monitoring Specific Elements of the Education Sector Strategy: The trust fund will co-finance specific areas of Education Sector Plan (ESP), which have been identified as bottlenecks for the implementation of the plan. In this context, it will put in place the systems and processes to ensure an effective monitoring and evaluation of the ESP and educational services in general.

(ii) Coordinating Donor Activities in Education: The trust fund will provide support to the change process currently being developed in the Ministry of Education, Science and Technology (MEST) aimed at creating structures to give for better coordination of efforts in the sector.

(iii) Addressing Capacity Gaps at the Ministry and Local Levels: In line with recommendations of the Capacity Development Strategy (CDS), this TF will support capacity development for MEST at both the central and district level.

3. Eligible Expenditures

3.1 For Bank-executed activities, the Trust Fund funds may be used to finance:
3. For Recipient-executed activities, the Trust Fund funds may be used to finance eligible expenditures in accordance with the Bank's applicable policies and procedures.

(a) Civil Works; (b) Consulting; (c) Goods; (d) Operating Costs; and (e) Training

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.

5. Program Criteria

5.1 Activities are to be financed in accordance with the following program criteria:

- Relevance to the Trust Fund objective
- Likelihood that activities will support the recipient executed activities in the three main areas: (i) implementing and monitoring specific elements of the education sector strategy; (ii) coordinating donor activities in education; and (iii) addressing capacity gaps at the Ministry and local levels.

6. Retroactive Financing

6.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of December 13, 2013 in accordance with the Bank's applicable policies and procedures.
This Annex will be applicable to and form an integral part of all Administration Arrangements between the Bank and the respective Donors.

1. **Administration of the Contributions**

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 Donors, 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 Each Donor's Contribution (collectively, the "Contributions") 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 commitments 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 commitments 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 will be accounted for as a single trust fund and will 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 will be held is United States Dollars (the "Holding Currency").

2.3 Donors accept to deposit their Contributions in the Contribution Currency stated in their respective Administration Arrangements. 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 will 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 will 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 will 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 will credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Trust Fund Fees and Costs**

3.1 The Bank will deduct and retain for its own account, as a deduction from each Installment, an amount equal to two percent (2%) per Installment as an administrative fee for the Trust Fund.

3.2 In addition, costs incurred by the Bank for other expenses, such as for program management and Trust Fund administration, that are (i) not covered by the percentage deduction specified above as an administrative fee and (ii) not included under Annex 1 of the Administration Arrangements in accordance with the Bank's applicable policies and procedures will be charged to the Trust Fund on an actual basis up to a maximum of three point thirty two percent (3.32%) of the total Contributions under all Administration Arrangements.

3.3 Each Donor acknowledges and accepts that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Arrangement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Arrangements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Arrangements or from new Donors under new Administration Arrangements.

4. **Accounting and Financial Reporting**

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

4.2 The Bank will 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 will be made available to the Donors via the World Bank's Trust Funds Donor Center secure website.

4.3 The Bank will 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 will be borne by the Bank.

4.4 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 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 agreement 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 requesting Donor.

4.5 The Bank will 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.

5. **Progress Reporting**

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

5.2 Any 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 September 30, 2017 (the "End Disbursement Date"). The Bank will only disburse funds deposited in the Trust Fund for the purposes of this Administration Arrangement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Arrangements of all the Donors. Following the End Disbursement Date, the Bank will return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Arrangement 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.

6.2 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 and/or other third parties for the purposes of this Administration Arrangement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank will return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Arrangement; unless otherwise agreed between the Bank and the Donor.

7. **Disclosure; Dispute Resolution**

7.1 The Bank will disclose the Administration Arrangements and related information on this Trust Fund in accordance with the Bank's Policy on Access to Information. By entering into Administration Arrangements, the Donors consent to such disclosure of their respective Administration Arrangements and such related information.

7.2 The Donors and the Bank will use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Arrangements.
8. **Grants to Recipients**

8.1 The Bank will, 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”) consistent with the purposes of this Administration Arrangement and on the provisions 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 Arrangements between the Bank and the Donors.

8.2 The Bank will 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.

8.3 The Bank will 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 will afford the Donors the opportunity to exchange views before effecting any such modification or exercising any such remedy.
Revitalizing Education Development in Sierra-Leone (REDiSL) MDTF

Governance

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

The trust fund will rely on a two-tier governance structure to ensure objectivity, selectiveness, and relevance in the activities to be funded. As such, a technical secretariat will be designated to manage the TF and its activities per Bank guidelines and in compliance with donor agreements. In addition, a Steering Committee will be established with the mandate of approving proposals, ensuring their consistency with the REDiSL MDTF framework.