Supplemental Grant Agreement between the Bill & Melinda Gates Foundation and the International Bank for Reconstruction and Development and the International Development Association regarding the Strengthening SUN Analytics and Planning Trust Fund (No. TF071965)

(Trust Fund No. TF072718 parallel to original Trust Fund No. TF071965)

1. Reference is made to the Grant Agreement between the Bill & Melinda Gates Foundation (the “Foundation”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”), regarding the Strengthening SUN Analytics and Planning Trust Fund, No. TF071965 effective as of October 22, 2012, as may have been amended (the “Grant Agreement”).

2. In connection with the Grant Agreement, and in support of the Strengthening SUN Analytics and Planning Trust Fund, the Bank acknowledges that the Foundation agrees to provide a Supplemental Contribution in the amount of four hundred seventeen thousand eight hundred twenty eight United States Dollars ($417,828) (the “Contribution”) in accordance with the terms of this Supplemental Grant Agreement (the “Supplemental Agreement”).

3. In order to apply the Bank’s new cost recovery provisions, the Bank has established a new parallel trust fund account (Trust Fund No. TF072718) (the “Parallel Account”) for purposes of receiving contributions for the Strengthening SUN Analytics and Planning Trust Fund, which will be administered in parallel with the original trust fund account (Trust Fund No. TF071965) (the “Original Account”), both of which accounts constitute the Strengthening and SUN Analytics and Planning Trust Fund.

4. The Foundation shall deposit the Supplemental Contribution in the currency specified in Section 2 above into such bank account designated by the Bank, not later than fifteen (15) days following countersignature of this Supplemental Agreement and submission of a payment request by the Bank.

5. The Supplemental Contribution shall be used to expand the analyses conducted to-date to assess the cost and financing of the global nutrition targets and to further develop, expand and test the Optima nutrition tool – a mathematical model for optimization of nutrition investments.

6. When making a deposit, the Foundation 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 Foundation for Trust Fund No TF072718 (the Strengthening SUN Analytics and Planning Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Foundation 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 (202) 614-1315.

7. The Parallel Account, including with respect to the Supplemental Contribution funds and any other funds contributed thereto, shall be governed by the terms of the Grant Agreement, except that the revisions specified in the Schedule attached to this Supplemental Agreement shall apply.

8. The Parties agree that the End Disbursement Date for purposes of the Parallel Account is June 30, 2018.

9. For clarity, (a) subject to Section(s) 6 and 7 above, all other terms of the Grant Agreement, as such terms may be amended from time to time, shall apply to the funds in the Parallel Account; and (b) all funds in the Original Account shall be governed by the terms of the Grant Agreement, as such terms may be amended from time to time, without regard to this Supplemental Agreement.
10. At the date of Bank's signature of this Supplemental Agreement, the Indirect Rate (as defined in the Schedule to this Supplemental Agreement) is 17%.

11. The Bank shall disclose this Supplemental Agreement in accordance with the Bank’s Policy on Access to Information. By entering into this Supplemental Agreement, the Foundation consents to such disclosure.

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

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

DocuSigned by: Timothy G. Evans
By: [Signature]
Name: Timothy G. Evans
Date: October 20, 2016
Title: Sr.Director, Health, Nutrition & Pop

BILL & MELINDA GATES FOUNDATION

DocuSigned by: Shawn Baker
By: [Signature]
Name: Shawn Baker
Date: [Signature]
Title: Director, Nutrition
Revisions to the Grant Agreement for Purposes of the Parallel Account Only

(A) Section 9 of the Grant Agreement is hereby eliminated.

(B) Annex 1 of the Grant Agreement is hereby substituted with the following terms:

"1.1 Permitted World Bank Trust Fund Expense Categories

For Bank-Executed Activities

(a) Staff costs (excluding short term consultants and temporaries, and excluding extended 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;

1.2 For purposes of the above expenditure categories: (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.

1.3 The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the World Bank’s Donor 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.”

(C) The following activities description is added to Annex 1 of the Grant Agreement:

"2.1 The following activities may also be financed as Bank-executed activities by the Trust Fund:

Management and administration activities for the Trust Fund, including but not limited to, supporting 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 activities.”

(D) The following Section is added to the Grant Agreement:

"9. Trust Fund Fee

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.

Following each Calculation Date, the Bank shall deduct from the trust fund account, TF072718 and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in such account net of the related fee.”