Administration Agreement between the Government of Australia, represented by the Australian Agency for International Development (AusAID), and the International Bank for Reconstruction and Development and the International Development Association concerning the Systems Approach for Better Education Results Umbrella Facility (SABER-UF) Multi-Donor Trust Fund (TF No. 072049) (AusAID reference number 67132)

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 Australian Agency for International Development (AusAID) (the “Donor,” and together with the Bank, the “Parties” and each a “Party”), agrees to provide the sum of seven million Australian Dollars (AUD 7,000,000) (the “Contribution”) for the Systems Approach for Better Education Results Umbrella Facility (SABER-UF) Multi-Donor Trust Fund, TF No. 072049 (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 “Systems Approach for Better Education Results Umbrella Facility (SABER-UF) 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 “Other Terms” attached hereto as Annex 3.

3. The Donor shall 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 counter-signature – three million seven hundred thousand Australian Dollars (AUD 3,700,000);
   (B) On or by December 31, 2013 – one million three hundred thousand Australian Dollars (AUD 1,300,000);
   (C) On or by December 31, 2014 – one million Australian Dollars (AUD 1,000,000); and
   (D) On or by December 31, 2015 – one million Australian Dollars (AUD 1,000,000).

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 TF No. 072049 (the Systems Approach for Better Education Results Umbrella Facility (SABER-UF) 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”):

Harry Patrinos
Sector Manager, Education
HDNED
The World Bank
1818 H Street, NW
Washington, DC 20433, USA
Tel: [+1] (202) 473-5510
Fax: [+1] (202) 522-3233
E-mail: hpatrinos@worldbank.org

For the Donor (the “Donor Contact”):

Kaye Schofield
Principal Sector Specialist, Education
40 Allara Street, Civic
Canberra, ACT 2601, Australia
Tel: +61 2 6178 5578
Fax: +61 2 6178 4889
E-mail: Kaye.Schofield@ausaid.gov.au

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’s applicable donor balance account with the Bank, unless otherwise agreed with the Bank.

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 of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ___________________________ Date: 5/28/2013
Name: Keith Hansen
Title: Acting Vice President and Head of Network,
       Human Development Network

GOVERNMENT OF AUSTRALIA, REPRESENTED BY THE AUSTRALIAN AGENCY
FOR INTERNATIONAL DEVELOPMENT (AUSAID)

By: ___________________________ Date: 31 May 2013
Name: Fleur Oates
Title: APC, Education
       Disability & Gender Equality Branch.
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”).

1. Objectives

SABER-UF will enhance and extend the SABER initiative, which was formulated to help developing countries accelerate learning for all by strengthening education system policies and institutions using innovative, standardized, and comparable analytics built on research, evidence, and cross-country experience within a public goods framework. SABER is designed to assist countries to identify the policy constraints that limit the performance of their education systems as well as the policy actions that they may take, or that comparator countries have taken, to improve performance. The SABER initiative covers a number of key areas of education policy, referred to as "policy domains." SABER-UF is intended to deepen or add to the policy domains already incorporated in SABER, such as:

- Teachers,
- Student Assessment,
- Early Childhood Development,
- Workforce Development,
- Education Management Information Systems,
- Engaging the Private Sector,
- School Autonomy and Accountability,
- School Finance, and
- School Health and School Feeding.

With SABER-UF support, the Bank will be able to develop one or more additional policy domains into the SABER initiative, which may include Equity and Inclusion, Education Resilience Approaches (for education and fragility), Tertiary Education Systems, Information and Communication Technologies, and Student Learning Standards.

2. Activities

The activities (which may be described as “components” of activities) that may be financed by the Trust Fund are the following Bank-executed activities, for which the Bank has implementation responsibility:

2.1 Global Program: The Global Program will develop new SABER knowledge and tools to assess the capacity and performance of the education system in countries around the world. The Global Program will support this effort through activities such as the formulation,
improvement, quality assurance, maintenance, and technical assistance related to SABER knowledge, knowledge tools, data collection instruments, data resources. The Global Program will also support the design and global delivery of capacity development on SABER and on the education systems approach.

2.2 Regional Program: The Regional Program will deploy SABER knowledge, tools, and data at the country level to improve education system performance to achieve better outcomes. It will include activities such as SABER data collection and validation, production and dissemination of SABER country reports and webdata, policy dialogue, country-based and regional capacity development, and upstream support for the design of reforms, programs, or projects.

3. **Eligible Expenditures**

For Bank-executed activities, the Trust Fund funds 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;  
(f) Media, Workshop, Conference and Meeting;  
(g) Staff Costs - with Indirect Costs;  
(h) Temporary Support Staff Costs; and  
(i) Travel Expenses.

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.
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 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. **Trust Fund Fees and Costs**

3.1 The Bank shall 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 funds in the Trust Fund.

3.2 The Bank shall 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 Each Donor acknowledges and agrees 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 Agreement, 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 Agreements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Donors under new Administration Agreements.

4. **Accounting and Financial Reporting**

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

4.2 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.

4.3 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.

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 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.

5. **Progress Reporting**

5.1 The Bank shall 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 shall 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 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.

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 October 31, 2016 (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.

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 Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the relevant Donor or Donors in the Holding Currency in the manner specified by each such Donor in its respective Administration Agreement the pro rata share(s) of any such uncommitted balance of the Trust Fund, in accordance with any additional terms that may be agreed between the Bank and each such Donor.
7. **Disclosure; Dispute Resolution**

7.1 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.

7.2 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.
Other Terms

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

The following governance terms shall apply to the Systems Approach for Better Education Results - Umbrella Facility (SABER-UF):

1. The Donors agree that the Bank has responsibility for Trust Fund operations under the terms of this Administration Agreement, including with respect to the allocation of funds and the implementation of Bank-executed activities. For clarity, decisions on work programs and allocation of funds will be made by the Bank.

2. The Bank agrees to convene annual meetings to which all Donors are invited ("Annual Consultations"). The purpose of the Annual Consultations is for the Bank and the Donors to discuss:
   a) Results (as defined below) presented by the Bank;
   b) future program plans presented by the Bank;
   c) broad strategic guidance reflective of (a) and (b).

3. "Results" will be reported by the Bank and reviewed at the Annual Consultations on the basis of a results framework for the Trust Fund issued by the Bank upon establishment of the Trust Fund, derived from the results framework of the relevant Bank-endorsed sector / thematic strategy and providing sufficient granularity to reflect the anticipated contribution of the Trust Fund, as may be modified over time to reflect actual Contributions and other external factors.

4. Progress reporting will occur on a unified, common basis for all Donors.