ADMINISTRATION AGREEMENT

among

MINISTRY OF FINANCE OF THE PEOPLE'S REPUBLIC OF CHINA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
INTERNATIONAL FINANCE CORPORATION

concerning the

CHINA-WORLD BANK GROUP PARTNERSHIP FACILITY
SINGLE-DONOR TRUST FUNDS

July/6, 2015

1. The International Bank for Reconstruction and Development (IBRD), the International Development Association (IDA) (IBRD and IDA collectively referred to as the "Bank") and the International Finance Corporation (IFC) (the Bank and IFC collectively referred to as the "Participating WBG Organizations" and each a "Participating WBG Organization") acknowledge that the Ministry of Finance of the People's Republic of China (the "Donor", and together with the Participating WBG Organizations, the "Parties" and each a "Party") agrees to provide the sum of fifty million United States Dollars (USD50,000,000) (the "Contribution") for the China-World Bank Group Partnership Facility Single-Donor Trust Funds (the "Trust Funds") in accordance with the terms of this Administration Agreement.

2. The Contribution shall be used to finance activities under four windows, assigned under specific trust fund numbers, as set forth below and in the "China-World Bank Group Partnership Facility Trust Funds Description" attached hereto as Annex 1, all in accordance with the terms of this Administration Agreement, including the "Standard Provisions" attached hereto as Annex 2 and "Governance" attached hereto as Annex 3.

Trust Fund No. 072447 (China-World Bank Group Partnership Facility Trust Fund):
Window 1: Investment Projects and Operations
Window 2: Knowledge Development and South-South Learning
Window 3: Human Resource Cooperation

Trust Fund No. 072456 (China-World Bank Group Partnership Facility Pre-Paid Trust Fund):
Window 4: Financing for Global and Regional Programs

The Donor and the Participating WBG Organizations agree that the Contribution will initially be allocated to TF No. 072456 for Window 4 and subsequently, upon written confirmation by the Donor, an allocation or allocations will be made from TF No. 072456 for Window 4 to TF No. 072447 for Windows 1, 2 and 3 or to other trust funds or other funding mechanisms for other selected global and regional programs.

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) By October 31, 2015 – ten million United States Dollars (USD10,000,000)
(B) By October 31, 2016 – twenty million United States Dollars (USD20,000,000)
(C) By October 31, 2017 – twenty million United States Dollars (USD20,000,000)

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. 072456 (the China-World Bank Group Partnership Facility Pre-Paid 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

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The Donor and the Participating WBG Organizations agree that the Contribution will initially be allocated to TF No. 072456 for Window 4 and subsequently, upon written confirmation by the Donor, an allocation or allocations will be made from TF No. 072456 for Window 4 to TF No. 072447 for Windows 1, 2 and 3 or to other trust funds or other funding mechanisms for other selected global and regional programs.

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:

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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:

Jaehyang So
Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, NW
Washington, DC 20433
U.S.A.
Tel: +1 202 473 7654
Fax: +1 202 522 2447

For IFC:

Anita Bhatia
Director
World Bank Group, Development Partner Relations
International Finance Corporation
2121 Pennsylvania Avenue NW
Washington, DC 20433
U.S.A.
Fax: +1 202 974 4344

For the Donor:

YANG Yingming
Deputy Director General
International Economic and Financial Cooperation Department
Ministry of Finance
Sanlihe
Beijing 100820
People’s Republic of China
Fax: +86 10 6855 2074

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.

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 Participating WBG Organizations. Unless otherwise specified in an annex hereto, this Administration Agreement may be amended only by written amendment between the Bank and the Donor.

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8. Each of the undersigned 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 Participating WBG Organizations and the Donor are requested to sign and date this Administration Agreement, and upon possession by the Participating WBG Organizations 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
INTERNATIONAL FINANCE CORPORATION

By: Jim Yong Kim
President
Date: July 16, 2015

MINISTRY OF FINANCE OF THE PEOPLE'S REPUBLIC OF CHINA

By: LOU Jiwei
Minister
Date: 2015.7.16.
China-World Bank Group Partnership Facility Trust Funds Description

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Funds between the Participating WBG Organizations and the Donor.

1. Objectives

The objective of the Trust Funds is to assist developing member countries of the Participating WBG Organizations achieve inclusive and sustainable development. The China-World Bank Group Partnership Facility seeks to enhance cooperation between the Donor and the WBG and leverage different pools of resources, both financial and knowledge-based, to support demand-driven activities.

2. Activities

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

2.1 Window 1: Investment Projects and Operations

(a) Bank-executed activities, for which the Bank has implementation responsibility:

Appraisal of investment projects or public-private partnerships (PPPs) in infrastructure sectors aligned with the country partnership frameworks for the Bank’s member countries and the Bank’s regional, sector, and thematic strategies, and supervision to ensure the sound management of the Recipient-executed activities specified in sub-paragraph (c) below.

(b) IFC-executed activities, for which IFC has implementation responsibility:

Preparation of investment operations or PPPs in infrastructure sectors and IFC’s regional, sector, and thematic strategies.

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

Preparation and implementation of investment projects or PPPs in infrastructure sectors aligned with the country partnership frameworks for the Bank’s member countries and the Bank’s regional, sector, and thematic strategies, including such projects co-financed by IBRD loans and IDA credits and grants.

2.2 Window 2: Knowledge Development and South-South Learning

(a) Bank-executed activities, for which the Bank has implementation responsibility:

Generation, dissemination, and sharing of development knowledge at the country, regional and global levels, including the organization and carrying out of a program of south-south knowledge exchange and dissemination activities around key development topics in which China and other Bank client countries have significant development experience.
(b) IFC-executed activities, for which IFC has implementation responsibility:

Generation, dissemination, and sharing of development knowledge at the country, regional and global levels, including the organization and carrying out of a program of south-south knowledge exchange and dissemination activities around key development topics in which China and other IFC client countries have significant development experience.

(c) Recipient-executed activities, for which one or more Recipients have implementation responsibility:

Generation, dissemination, and sharing of development knowledge at the country, regional and global levels.

2.3 Window 3: Human Resource Cooperation

(a) Bank-executed activities, for which the Bank has implementation responsibility:

Financing of human resource cooperation, provision of training, and organization of learning workshops on selected development topics, including financing of officials of the Donor in the Bank and financing of Bank staff on External Service with Pay in relevant institutions of the Donor.

(b) IFC-executed activities, for which IFC has implementation responsibility:

Financing of human resource cooperation, provision of training, and organization of learning workshops on selected development topics, including financing of officials of the Donor engaged as consultants in IFC and financing of IFC staff on External Service with Pay in relevant institutions of the Donor.

2.4 Window 4: Financing for Global and Regional Programs

Support to various innovative development activities through the provision of financing to selected global and regional programs managed by the Bank or IFC, including support to the Global Infrastructure Facility and to a possible future program providing “transfers out” of funds to international organizations to finance officials of the Donor engaged by such international organizations.

3. Eligible Expenditures

3.1 Window 1: Investment Projects and Operations
Window 2: Knowledge Development and South-South Learning
Window 3: Human Resource Cooperation

(a) For Bank-executed activities and IFC-executed activities, the Trust Fund funds may be used to finance:

(i) Associated Overheads
(ii) Consultant Fees Individuals with Indirect Costs and Firms
(iii) Contractual Services
(iv) Equipment and Office Premises Lease Cost
(v) Equipment Purchased
(vi) Extended Term Consultants with Indirect Costs
(vii) Media, Workshops, Conference and Meeting
(viii) Staff Costs with Indirect Costs
(ix) Temporary Support Staff Costs with Indirect Costs
(x) Travel Expenses

(b) Any equipment purchased under sub-paragraph (a)(v) above shall be transferred to Recipient-government authorities upon closure of the Trust Fund or earlier when no longer required to support Trust Fund operations, management or administration; provided such transfer is at no cost to the Bank or IFC and is on an “as-is, where-is” basis without warranty or guarantee from the Bank or IFC. If such disposal method is not feasible, the Bank or IFC shall seek another means of disposal in conformity with Bank or IFC policies and procedures, as the case may be, including potentially donation to organizations that have a charitable or non-profit status.

(c) 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.

3.2 Window 4: Financing for Global and Regional Programs

The separate agreement(s) the Donor has entered, or shall have entered, into for any global or regional program, including for support to the Global Infrastructure Facility, will set out the Eligible Expenditures under such program or activity.

4. Taxes

4.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s or IFC’s applicable policies and procedures.
Standard Provisions

This Annex shall be applicable to and form an integral part of the Administration Agreement for the China-World Bank Group Partnership Facility between the Participating WBG Organizations and the Donor.

A. Standard Provisions Applicable to All Windows of the Trust Funds

1. Administration of the Contribution

1.1 The Contribution shall be administered in the Trust Funds by the Bank on behalf of the Donor and used by the Participating WBG Organizations to implement or supervise, as the case may be, activities in accordance with the terms of this Administration Agreement. Each Participating WBG Organization 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 Donor, 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 Participating WBG Organizations under their respective Articles of Agreement or any applicable law, all of which are expressly reserved.

2. Management of the Contribution

2.1 The currency in which the funds in the Trust Funds shall be held is United States Dollars (the “Holding Currency”).

2.2 The Donor agrees to deposit its Contribution in the Contribution Currency stated in this Administration Agreement. 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 Participating WBG Organizations nor the Donor shall bear any responsibility for providing any additional financing.

2.3 The funds deposited in or allocated to the Trust Funds may be freely exchanged by the Participating WBG Organizations into other currencies as may facilitate their disbursement at the exchange rate obtained by the Participating WBG Organizations on the date of the conversion.

2.4 The Bank shall invest and reinvest the funds deposited in or allocated to the Trust Funds 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 transfer all income from such investment to the Donor’s applicable donor balance account with the Bank.

2.5 The Contribution will fund activities undertaken by IFC that have a potential to generate fees from clients in the future. The client fees paid to IFC, to the extent they result from the activities funded by the Contribution, will be set aside and used by IFC for the same purposes as the Contribution. Upon termination of the Administration Agreement, any unused portion of such client fees may then be used by IFC in accordance with its sole discretion.
3. **Cancellation; Refund**

3.1 The Donor may cancel all or part, and the Bank may cancel all or part, upon three (3) months' prior written notice, of the Contribution (paid and not yet paid) that are not committed pursuant to any agreements entered into between any of the Participating WBG Organizations 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 Donor any such uncommitted balance of the Trust Funds in the Holding Currency as specified in this Administration Agreement; unless otherwise agreed between the Bank and the Donor.

4. **Disclosure; Dispute Resolution**

4.1 The Bank shall disclose this Administration Agreement and related information on these Trust Funds in accordance with the Bank’s Policy on Access to Information. By entering into this Administration Agreement, the Donor consents to such disclosure of this Administration Agreement and such related information.

4.2 (a) The Donor acknowledges that IFC’s Access to Information Policy (the “AIP”) will apply with respect to disclosure of all documentation, data and other information that IFC receives from the Donor relating to this Administration Agreement and the Trust Funds or from third parties in connection with performing the activities financed by the Trust Funds. The AIP is available on IFC’s web site at [www.ifc.org/disclosure](http://www.ifc.org/disclosure). Under the AIP, IFC makes available to the public certain information about IFC’s activities. Examples of such information include, with respect to IFC’s advisory services activities, good practices or lessons learned reports that aim to enhance the development impact of IFC’s initiatives, and limited project-specific information, such as brief project descriptions, expected development impacts and actual results. Pursuant to the AIP, IFC does not disclose to the public financial, business, proprietary or other non-public information provided to IFC by its clients or third parties without the consent of such clients or third parties.

(b) By entering into this Administration Agreement, the Donor consents, as permitted under the AIP, to disclosure by IFC of this Administration Agreement and related information on the Trust Funds.

(c) With respect to any client or third party information that IFC, either directly or through the Bank, communicates to the Donor, in accordance with IFC’s reporting obligations under this Administration Agreement, the Donor hereby agrees to keep confidential any information identified in writing by IFC as confidential in accordance with the principles of the AIP. The Donor will also ensure that any access to such confidential information granted to its officers, directors, employees, attorneys, independent auditors, rating agencies, contractors, and consultants will be only on a need-to-know basis and provided that such persons are subject to a similar or equivalent confidentiality obligation. The Donor and IFC agree that should the Donor wish to publicly disclose any information shared by IFC, either directly or through the Bank, with such Donor under this Administration Agreement, such Donor shall first ask IFC whether all or part of such relevant information is disclosable under the AIP and then disclose only such information as IFC confirms may be disclosed under the AIP.

4.3 The Donor and the Participating WBG Organizations shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Administration Agreement.
B. Standard Provisions Applicable to Trust Fund No. 072447 for Windows 1, 2 and 3

1. Administration

1.1 The portion of the Contribution allocated to TF No. 072447 shall be administered or used in accordance with the Participating WBG Organizations’ applicable policies and procedures, as the same may be amended from time to time, including their procurement, financial management, disbursement and safeguard policies, their framework to prevent and combat fraud and corruption and their screening procedures to prevent the use of Participating WBG Organizations resources to finance terrorist activity, in line with the Participating WBG Organizations’ 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 Participating WBG Organizations 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

2.1 The funds allocated to TF No. 072447 shall be accounted for as a single trust fund by the Bank and shall be kept separate and apart from the funds of the Bank. The funds allocated to TF No. 072447 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 allocated to TF No. 072447.

3. Trust Fund Fees and Costs

3.1 The Bank shall deduct and retain for its own account, as a deduction from each allocation to TF No. 072447, an amount equal to two percent (2%) per allocation as an administrative fee for TF No. 072447.

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 this Administration Agreement in accordance with the Bank’s applicable policies and procedures shall be charged to TF No. 072447 on an actual basis up to a maximum of three percent (3%) of the total allocations to TF No. 072447.

3.3 The Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of the anticipated allocations to TF No. 072447. If the actual allocations to TF No. 072447 significantly differ from what was originally anticipated at the time of signature of this 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 an amendment made to this Administration Agreement which would thereafter be applicable to all new allocations to TF No. 072447.

4. Accounting and Financial Reporting

4.1 The Bank shall maintain separate records and ledger accounts in respect of the funds allocated to TF No. 072447 and disbursements made therefrom.

4.2 The Bank shall furnish to the Donor current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the allocations to TF No. 072447 via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under TF No. 072447 have been satisfied and TF No. 072447 has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the allocations to
TF No. 072447 shall be made available to the Donor via the World Bank's Trust Funds Donor Center secure website.

4.3 The Bank shall 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 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 TF No. 072447, 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 Donor.

4.5 The Bank shall make available to the Donor 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 shall provide the Donor with annual reports prepared by the Participating WBG Organizations on the progress of activities implemented or supervised by such Participating WBG Organization that are financed by the Contribution allocated to TF No. 072447. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donor a final report prepared by the relevant Participating WBG Organizations on the activities financed by TF No. 072447.

5.2 The Donor may review or evaluate activities financed by TF No. 072447 at any time up to six (6) months following the End Disbursement Date. The Donor and the relevant Participating WBG Organizations shall agree on the scope and conduct of such review or evaluation, and the relevant Participating WBG Organizations shall provide all relevant information within the limits of the Participating WBG Organizations’ applicable policies and procedures. All associated costs, including any costs incurred by the relevant Participating WBG Organizations, 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 TF No. 072447.

6. Disbursement

6.1 It is expected that the funds allocated to TF No. 072447 will be fully disbursed by the Bank by December 31, 2020 (the “End Disbursement Date”). The Bank shall only disburse funds allocated to TF No. 072447 for the purposes of this Administration Agreement (other than returns to the Donor) after such date to the extent such date is changed in accordance with an amendment made to this Administration Agreement. Following the End Disbursement Date, the Bank shall return any remaining balance of TF No. 072447 to the Donor in the Holding Currency.

7. Grants to Recipients

7.1 The Bank shall, as administrator of TF No. 072447 on behalf of the Donor, enter into one or more grant agreements (the “Grant Agreements”) with recipients (the “Recipients”) consistent with the purposes of
this Administration Agreement and on the terms and conditions set forth in the Grant Agreements. Grant Agreements may be entered into up to the maximum amount of the allocation to TF No. 072447 that the Donor has agreed to make available under this Administration Agreement.

7.2 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 Donor may be invited by the Bank to participate in Bank supervision missions related to TF No. 072447.

7.3 The Bank shall promptly inform the Donor 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 shall afford the Donor the opportunity to exchange views before effecting any such modification or exercising any such remedy.

C. Standard Provisions Applicable to Trust Fund No. 072456 for Window 4

1. Management

1.1 The funds deposited in TF No. 072456 shall be accounted for as a single trust fund by the Bank and shall be kept separate and apart from the funds of the Bank. The funds deposited in TF No. 072456 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 TF No. 072456.

1.2 Subject to the availability of funds held in TF No. 072456 as determined by the Bank, the Bank shall make commitments and transfer such funds for any purpose approved and in the amount allocated by the Donor in accordance with the terms of this Administration Agreement.

1.3 The funds deposited in TF No. 072456 shall not be subject to any fee or charge under this Administration Agreement provided, however, that funds transferred from TF No. 072456 to other global or regional programs, including TF No. 072456, administered by the Bank or IFC shall be subject to the cost recovery arrangements under such global or regional program.

2. Accounting and Financial Reporting

2.1 The Bank shall maintain separate records and ledger accounts in respect of the funds deposited in TF No. 072456 and disbursements made therefrom.

2.2 The Bank shall furnish to the Donor current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the funds deposited in TF No. 072456 via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under TF No. 072456 have been satisfied and TF No. 072456 has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the funds deposited in TF No. 072456 shall be made available to the Donor via the World Bank’s Trust Funds Donor Center secure website.

2.3 The Bank shall 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 shall be borne by the Bank.
2.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of TF No. 072456, 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. Transfers

3.1 It is expected that the funds deposited in TF No. 072456 will be fully transferred by June 30, 2020 (the “End Transfer Date”). The Bank shall only transfer TF No. 072456 funds for the purposes of this Administration Agreement after such date with the written approval of the Donor. Following the End Transfer Date, the Bank shall return any remaining balance of TF No. 072456 to the Donor in the Holding Currency.
Governance

This Annex shall be applicable to and form an integral part of the Administration Agreement for the China-World Bank Group Partnership Facility (the “Facility”) between the Participating WBG Organizations and the Donor.

1. Steering Committee

1.1 The Participating WBG Organizations and the Donor will convene a Steering Committee composed of representatives of the Donor from the Ministry of Finance and representatives of the Participating WBG Organizations, which at the time of execution of the Administration Agreement is expected to be staff designated by the Development Finance Vice Presidency (DFi), the East Asia and Pacific Vice Presidency (EAP), the Global Practices Chief Economist (GPSCE), IFC’s Client Services Vice Presidency (GCSVP-IFC), or any other Vice Presidency of the relevant Participating WBG Organization as such Participating WBG Organization may determine from time to time.

1.2 The Steering Committee will meet semi-annually to: (a) review the strategic directions of the Facility; (b) agree on the funding allocations for each Window of the Facility; (c) review implementation progress and progress towards achieving the expected results; and (d) provide general oversight over the Facility. Decisions by the Steering Committee shall be made by consensus. Other staff of the Participating WBG Organizations may be invited to participate in the meetings of the Steering Committee to provide technical and other advice but will not participate in the Steering Committee’s decision-making process.

2. Operations Committee

2.1 The Participating WBG Organizations shall establish an Operations Committee, composed of Director-level staff from DFi, EAP, GPSCE, GCSVP-IFC, or any other Vice Presidency of the relevant Participating WBG Organization as such Participating WBG Organization may determine from time to time, responsible, among other things, for: (a) reviewing proposals for financing under Window 1 of the Facility; (b) reviewing project concept notes and full proposals for financing under Window 2 of the Facility; (c) soliciting Donor preferences as to whether the Donor will fund certain positions in the Bank and IFC or activities, training and workshops under Window 3 of the Facility; and (d) determining funding allocations to approved proposals within the overall allocations approved by the Steering Committee for Windows 1, 2 and 3.

3. Secretariat

3.1 The Participating WBG Organizations shall establish a Secretariat for the Facility in DFi, responsible, among other things, for: (a) organizing and coordinating the meetings and consultations of the Steering Committee; (b) managing the process for calling for and screening proposals as set out in the Operations Manual (as defined below); (c) monitoring the implementation of the Facility and the progress towards achieving the expected results; (d) preparing the annual reports on implementation progress and achievement of results based on reports submitted by the relevant Participating WBG Organization; and (d) performing other tasks assigned by the Steering Committee.

4.1 The Secretariat shall prepare and submit for the review and approval by the Steering Committee an operations manual (the “Operations Manual”) for the Facility which shall set out, among other things: (a) the program criteria for activities to be financed under Windows 1, 2 and 3 of the Facility; (b) the process and timelines for and other aspects related to the call for and review of proposals for financing under Windows 1 and 2 of the Facility; (c) the processes for the review and final selection of candidates and the review and final approval of activities under Window 3 of the Facility; and (d) the Results Framework for the Facility.

4.2 In the event of any inconsistency between the Operations Manual and the provisions of this Administration Agreement, the latter shall prevail.

5. Funding Proposals

5.1 Except as otherwise agreed between the Donor and the Participating WBG Organizations, the process for the review and selection of proposals for funding shall be as follows:

(a) Window 1

On a rolling basis, the Operations Committee will receive and review project proposals for funding under Window 1 to finance or co-finance investment projects, preparation of investment operations, or PPPs. The Operations Committee will submit, through the Bank and IFC contacts referred to in paragraph 5 of this Administration Agreement, project proposals deemed eligible for funding under Window 1 to the Donor for the latter’s review and approval on a non-objection basis. Each proposal shall have detailed information on the action plan, including a budget categorized by expenditures. Unless the Donor indicates otherwise, the grant proposal(s) will be deemed approved for funding after four (4) weeks from the date of submission of the grant proposal(s) to the Donor.

(b) Window 2

On a rolling basis, the Operations Committee will receive and review project proposals for funding under Window 2. On a quarterly basis, the Operations Committee will submit, through the Bank and IFC contacts referred to in paragraph 5 of this Administration Agreement, brief concept notes of project proposals deemed eligible for financing under Window 2 to the Donor for the latter’s review and endorsement on a non-objection basis. Unless the Donor indicates otherwise, the project concept note(s) will be deemed endorsed after four (4) weeks from the date of submission of the project concept note(s) to the Donor. After approval of the project concept note, the Operations Committee will receive and review the full project proposal and submit the same to the Donor for final approval. Each proposal shall have detailed information on the action plan, including a budget categorized by expenditures. Unless the Donor indicates otherwise, the full project proposal will be deemed endorsed for funding after four (4) weeks from the date of submission of the full project proposal to the Donor.

(c) Window 3

(i) On a yearly basis, the Operations Committee, through the Bank and IFC contacts, will solicit Donor preferences as to whether the Donor will fund positions in certain Global Practices/Cross-Cutting Solutions Areas or regions of the Bank or IFC, or will fund
activities, training or workshops under Window 3. The Donor may notify any changes to its above preferences to the Bank and IFC contacts at any time; provided that no such change will affect positions and activities previously approved by the Donor.

(ii) The Operations Committee shall notify the Donor in writing of positions for the Donor to consider. Such notification shall include the relevant Terms of Reference, based solely on business needs, along with the applicable entry salary and market reference point of the salary structure for the relevant grade level, for Donor review.

(iii) The Donor shall notify the Bank and IFC contacts within a specified time period of its approval for funding the position.

(iv) If the Donor expresses interest in funding a position, the Donor will provide a list of potential candidates for the position to the Bank and IFC contacts.

(v) The processes for the review and final selection of candidates and review and final approval of activities under Window 3 shall be set forth in the Operations Manual.

(d) Window 4

The Donor will advise the WBG Participating Organizations on the global or regional programs or activities that the Donor and specific units within the WBG Participating Organizations have agreed to support under Window 4. Upon the signing by the Donor of a separate agreement concerning a global or regional program or activity, the Bank will transfer funds to the respective account of such global or regional program or activity in accordance with such agreement.