

***Administration Agreement between The Rockefeller Foundation and the International Bank for Reconstruction and Development and the International Development Association concerning the Global Financing Facility for Women, Children and Adolescents Multi-Donor Trust Fund (Trust Fund No. 073274; Donor Reference No. 2019 HTH 013)***

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that The Rockefeller Foundation (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of two million five hundred thousand United States Dollars (US\$ 2,500,000) (the “Contribution”) for the Global Financing Facility for Women, Children and Adolescents (GFF) Multi-Donor Trust Fund (Trust Fund No. 073274) (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 “GFF 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 specified in paragraph 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 – \$1,500,000.
- (B) By May 30, 2021– \$1,000,000.

4. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund. If the Bank determines, on the basis of the speed of the implementation of the activities and availability of funds in the Trust Fund, that it is necessary to either bring Installments forward or delay them, the Bank and the Donor will discuss and agree to revise the Installment schedule, as confirmed by the Bank to the Donor in writing.

5. 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 Trust Fund No. 073274 (the GFF 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](mailto:tfremitadvice@worldbank.org) or by fax sent to +1 (202) 614-1315.

6. 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”):

Monique Vledder  
GFF Practice Manager  
The World Bank  
1818 H Street, NW  
Washington, DC 20433 U.S.A.

Tel: +1 202 473 1000  
E-mail: GFF@worldbank.org

For the Donor (the “Donor Contact”):

Ms. Maria Santos Valentin  
General Counsel and Corporate Secretary  
420 Fifth Avenue  
New York, NY 10018

Tel: 212-852-8481  
Fax: 212-764-3468  
E-mail: MSantosValentin@rockfound.org

7. 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 Trust Fund No. 073274 (the GFF Multi-Donor Trust Fund), and the date of the deposit. The Bank shall provide a copy of such information to the Donor.

8. At the date of Bank’s signature of this Administration Agreement, the Indirect Rate (as defined in Annex 1 to this Administration Agreement) is 17%.

9. 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.

[remainder of page intentionally left blank]

10. 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: Muhammad Ali Pate

Name: Muhammad Ali Pate

Title: Global Director, Health, Nutrition and Population GP

Date: 05-Dec-2019

**THE ROCKEFELLER FOUNDATION**

By: Maria Santos

Name: Maria Santos Valentin

Title: SVP Chief/Sr MD - Legal, Ethics & Governance

Date: 05-Dec-2019

**Global Financing Facility for Women, Children and Adolescents 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”).

**1. Objective**

The objective of the GFF Multi-Donor Trust Fund is to enhance country and global efforts to (i) improve the health and nutrition outcomes of women, adolescents and children, and (ii) achieve the health and nutrition related Sustainable Development Goals (SDGs) by 2030 to accelerate universal health coverage.

**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.** Activities under this component focus on providing technical assistance to governments on strategies, policies, and non-legislative reforms to improve reproductive, maternal, newborn, child and adolescent health and nutrition (RMNCAH-N), including:

(i) **Support to Country Platforms.** Activities under this sub-component include but are not limited to: (1) developing coordination mechanisms and tools to allow governments to access good practices and expertise in areas such as sexual and reproductive health, nutrition, resource mapping, gender, equity analysis and private sector assessments for the preparation of high quality RMNCAH-N country health financing strategies (“Investment Cases”); (2) preparing analytical reports, studies and policy notes on RMNCAH-N aspects; (3) advising governments on good practices on policy and regulatory reforms for improving RMNCAH-N results; and (4) supporting countries in coordinating with partners on the financing of Investment Cases.

(ii) **Health Financing Reforms to Support Universal Health Coverage.** Activities under this sub-component include but are not limited to providing technical assistance to governments on good practices for (i) designing and implementing health financing reforms to achieve country health financing goals; and (ii) strengthening public financial management and tax administration.

(iii) **Data Management.** Activities under this sub-component include but are not limited to: (i) providing advice to governments on good practices to improve data quality and use in health care systems, health information systems interoperability, and civil registration and vital statistics (CRVS) systems; (ii) developing program dashboards, statistical modeling, and tools to track progress and results of GFF financed projects and to analyze bottlenecks; and (iii) identifying and disseminating good practices for improved and expanded data creation and sharing.

**(b) Project Preparation Support.** Activities under this component support the preparation of financed projects or project components. Specific activities include but are not limited to: (i) advising countries on Bank requirements, processes and procedures; (ii) helping find timely financing and technical assistance necessary for the preparatory work; and (iii) convening other donors to support projects.

(c) **Capacity Building and Knowledge Management.** Activities under this component focus on strengthening the capacity of eligible countries to prepare and implement their respective Investment Cases. Specific activities include but are not limited to carrying out south-south and cross-country learning, study tours, workshops, webinars to synthesize learning related to RMNCAH-N aspects and health financing from country and global experiences and developing the culture necessary to use data to manage the health sector investments in a data driven manner.

(d) **Implementation Support.** Provide implementation support to Recipient-executed activities.

(e) **Program Management and Administration Activities for the Trust Fund.** Activities under this component include but are not limited to supporting any program governance arrangements and 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 program.

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

(a) **Preparatory Activities.** Provision of grants to selected Recipients for (i) establishing and coordinating country platforms for Investment Cases, including stakeholder collaboration on priorities, financing support and implementation progress; (ii) preparing Investment Cases and related activities; and (iii) designing projects or project components.

(b) **Implementation Activities.** Provision of grants to selected Recipients to carry out RMNCAH-N activities linked to Investment Cases.

(c) **Complementary Activities.** Provision of grants to selected Recipients for activities that complement the preparation and implementation of Investment Cases including to contribute to regional or global advocacy, knowledge generation and results monitoring efforts. Specific activities include but are not limited to (i) implementing grant making mechanisms to support advocacy and innovation; (ii) scaling up RMNCAH-N innovations at country level; (iii) developing and managing online platforms and multi-sectoral systems to track data; and (iv) supporting global systems and tools for monitoring and evaluation of Investment Cases.

2.3. Buy-Downs. Financing of full or partial buy-downs of the principal, interest and fees of IBRD loans and IDA credits provided to borrowing member countries that are GFF eligible countries.

2.4. Eligible Transferee (as defined in Annex 2) activities, for which the respective Eligible Transferee has management and implementation responsibilities) as follows:

(a) **IFC activities.** Investments made or advisory services activities undertaken by IFC that are consistent with the objectives of the Trust Fund.

(b) **Other Eligible Transferee activities.** Activities undertaken by an Eligible Transferee other than IFC that are consistent with the objectives of the Trust Fund. Such activities include but are not limited to (i) developing technical standards, documents, tools and processes for the preparation and monitoring of Investment Cases; and (ii) carrying out training, capacity building, and advocacy activities.

### **3. Eligible Expenditures**

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

- (a) staff costs (excluding short term consultants and temporaries);
- (b) short-term consultants and temporaries;
- (c) contractual services;
- (d) equipment and office premises lease cost;
- (e) media, workshops, conferences and meetings; and
- (f) travel expenses.

3.2. For purposes of this paragraph 3: (i) “staff costs (excluding short term consultants and temporaries)” includes salaries, benefits and the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; and (ii) “short term consultants and temporaries” includes fees and the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures.

3.3. The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the *Development Partner Center* 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.

3.4. 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.

3.5. For Eligible Transferee activities, the eligible expenditures applicable to Transferred Funds (as defined below) to an Eligible Transferee will follow such Eligible Transferee’s applicable policies and procedures.

### **4. Taxes**

4.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s or Eligible Transferee’s, as the case may be applicable policies and procedures.

### **5. Indicative Results Framework**

5.1 An indicative Results Framework for the activities financed by the Trust Fund prepared by the Bank (the “Results Framework”), in consultation with the Donors, shall be available at the *Development Partner Center* website. Such Results Framework, may be revised by the Bank from time to time, in consultation with the Donors, and shall be used for monitoring and evaluation purposes only.

### **6. Indicative Budget**

6.1. The Bank shall provide indicative budget information for the Trust Fund at the *Development Partner Center* website, which may be updated periodically by the Bank in consultation with the Donors. Such budget information is for informational purposes only.

## 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, including its annexes, 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. Except for the Transferred Funds, 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 *Development Partner Center* website which will be updated quarterly. 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 *Development Partner Center* website.

3.3. The Bank shall provide to the Donors via the *Development Partner Center* website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) a management report together with an audit opinion 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.

### **4. Progress Reporting; Review or Evaluation of Activities; Financial Management**

4.1. The Bank shall provide to the Donors with annual written progress reports by September 30, including any reports received from Eligible Transferees. The progress reports shall be provided with reference to the results framework agreed by the Bank and the Donors, as such Results Framework may be reviewed by the Parties from time to time. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall provide to the Donors with a final narrative progress report for the Trust Fund.

4.2. Any Donor may review or evaluate 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.

4.3. In relation to Bank-executed and/or Recipient-executed activities, the Bank shall, consistent with its policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the Trust Fund funds, and include provisions in its agreements with Recipients to give full effect to the relevant Bank guidelines on fraud and corruption.

4.4. In the event that the Bank determines that there are credible and material allegations of fraud, corruption, collusion or coercion in relation to Recipient-executed and/or Bank-executed activities financed by the Trust Fund that result in the Bank opening an investigation into such allegations (an “Investigation”), the Bank shall, in accordance with its applicable policies and procedures:

- (i) take timely and appropriate action with respect to such allegations and, where relevant, seek appropriate redress, including potential sanctions;
- (ii) as soon as practicable, inform the Donors of the outcome of the Investigation, provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of this Annex 2, unless such information is already publicly available
- (iii) on a case by case basis, decide whether to share information with Donors on an active Investigation, and provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of this Annex 2;
- (iv) take all necessary actions to recover funds that are the subject of an Investigation where the Bank has determined it as appropriate; and
- (v) to the extent that any funds are refunded to the Trust Fund following an Investigation, the Bank shall use such funds for the same purposes as the Contributions, unless otherwise agreed between the Bank and each Donor.

## **5. Disbursement; Cancellation; Withholding of Payments**

5.1. It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by December 31, 2030 (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 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 its pro-rata share in the Holding Currency as specified in paragraph 2.2 of this Annex 2; unless otherwise agreed between the Bank and the Donor.

5.3. If in the reasonable opinion of a Donor, the Bank has failed to comply to a material extent with its obligations under this Administration Agreement, the Donor and the Bank agree to discuss the non-compliance with a view to resolving the matter. If the Bank and the Donor fail to agree on the measures to be taken or the Bank fails to take relevant measures as may be agreed between the Donor and the Bank, the Donor may, upon thirty (30) days prior written notice, withhold all or any portion of an Installment that has not yet been disbursed to the Bank, until such time as the measures have been taken.

## **6. Disclosure; Visibility**

6.1. The Bank and the Donors agree that the Administration Agreements will be made publicly available and that any related information on this Trust Fund in the Bank's and the Donor's possession may be publicly disclosed in accordance with (i) the Bank's policies and procedures with respect to any such information in the Bank's possession; and (ii) the Donors' applicable laws with respect to any such information in the Donors' possession.

6.2. Notwithstanding paragraph 6.1 above, neither the Bank nor any of the Donors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Donors are otherwise obliged to do so under applicable laws with respect to information in their possession.

6.3. Notwithstanding paragraphs 6.1 and 6.2 above, the information provided under paragraphs 4.4 (ii) and 4.4 (iii) shall be subject to the terms of confidentiality accompanying such information, and the Donors shall not disclose such information outside the office to which the information is provided, unless: (i) prior written consent has been obtained from the Bank; or (ii) the Donors are obliged to do so in accordance with applicable laws, in which case the Donors will notify the Bank accordingly prior to such disclosure. If a Donor is not able to commit to keep such information confidential in accordance with its applicable laws, then the Donor shall inform the Bank accordingly.

6.4. Where appropriate to do so, the Bank will acknowledge, the Donors' contributions in references made by the Bank with respect to the Trust Fund in publications, press releases or other similar written materials.

## **7. Dispute Resolution; Limitation on Donor Liability**

7.1. 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.

7.2. In providing funds under this Administration Agreement, the Donors do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

## **8. Grants to Recipients**

8.1. With respect to Recipient-executed activities, 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") 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 Contributions that all Donors have agreed to make available under the Administration Agreements between the Bank and the Donors.

8.2. 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 Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

8.3. The Bank shall 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 shall afford the Donors the opportunity to exchange views before effecting any such modification or exercising any such remedy.

## **9. Trust Fund Fee**

9.1. The Bank shall calculate a fee each time funds (the “Grant Funds”) from the Trust Fund become committed under a Grant Agreement and each time funds (the “Transferred Funds”) are transferred to an Eligible Transferee (as defined below) under a Transfer Agreement (as defined below); provided, however, that no such fee shall be calculated or deducted in respect of transfers of funds to IFC. Such commitment shall occur when such Grant Agreement is fully countersigned, and such transfer shall occur when the Bank transfers funds from the Trust Fund to an Eligible Transferee upon submission by the Eligible Transferee of a transfer request to the Bank (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 and transferred under a Transfer Agreement on or prior to the Calculation Date (the “Cumulative Total Amount”). The calculated fee shall depend on where the Cumulative Total Amount stands as the Grant Funds and Transferred Funds are added and shall be determined in accordance with the following schedule:

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

9.2. 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 Funds and/or Transferred Funds may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.

## **10. Transfers to Eligible Transferees**

10.1. The Bank shall enter into a transfer agreement (a “Transfer Agreement”) with an Eligible Transferee (as defined below) to set forth the terms and conditions of transfer and use of any Transferred Funds to such Eligible Transferee. The following entities are eligible to become transferees of Transferred Funds (each an “Eligible Transferee”): International Finance Corporation (IFC), United Nations Development Programme (UNDP), United Nations International Children’s Emergency Fund (UNICEF), and World Health Organization (WHO). Following the transfer of Transferred Funds by the Bank to an Eligible Transferee, the Eligible Transferee is responsible for the use of such funds and the activities carried out therewith, and the Bank has no further responsibility with respect to such funds.

10.2. The Donors acknowledge and agree that the Bank has no responsibility under the Administration Agreement or otherwise for: (i) the use of Transferred Funds and activities carried out therewith; (ii) implementing, monitoring, supervising, evaluating, or providing quality assurance for activities financed by Transferred Funds; (iii) providing Donors with financial, progress, and final reports for activities financed by Transferred Funds; (iv) any misuse or misprocurement with respect to Transferred Funds; or (v) pursuing any Donor interests with respect to Transferred Funds.

10.3. The Donors further acknowledge and accept that any financial reports and progress reports with respect to Transferred Funds are the responsibilities of the applicable Eligible Transferee.

## **11. Terms of Transfer to the International Finance Corporation**

11.1. Pursuant to paragraphs 10.1 through 10.3 above, the Bank may enter into one or more Transfer Agreements with IFC. The Donors acknowledge and agree that the following additional terms and conditions will apply to any Transferred Funds transferred to IFC:

(a) The Transferred Funds may be used to finance IFC activities for advisory services that may generate fees from IFC clients in the future. IFC may set aside such client fees and such fees may be used by IFC for the same purposes as the Transferred Funds. Upon termination of the Transfer Agreement, any unused portion of such client fees may be retained and used by IFC in accordance with its sole discretion.

(b) IFC may use, to the extent it deems necessary, any portion of the Transferred Funds and/or associated reflows to (i) indemnify and hold IFC harmless against, and pay or otherwise reimburse IFC for, any losses, claims, damages or liabilities that IFC and/or any of its employees, officers, or agents may incur or become subject to, including without limitation as a result of any claim, suit or action brought against any of them by any third party on whatever grounds in connection with the implementation and supervision of IFC activities by IFC or the reliance by any person on anything done or not done by IFC in such connection, and (ii) reimburse IFC for any expenses, including any legal expenses, reasonably incurred by IFC in connection therewith or with the enforcement against any third party of any right, agreement or claim of IFC in connection with the use of any of the Transferred Funds for the implementation of any investment under the IFC activities provided, however, that the foregoing right to indemnity and reimbursement will not apply to the extent that a court of competent jurisdiction determines in a final judgment that any such loss, claim, damage or liability results from the willful misconduct or gross negligence of IFC. For the avoidance of doubt, if any portion of the Transferred Funds and/or associated reflows are used for indemnity and/or reimbursement in accordance with this paragraph 11.1 (b), IFC shall not be entitled to receive any additional funds from the Trust Fund unless the Donors agree. In addition, IFC shall notify the Donors, through the Bank, before the anticipated and actual use of any portion of the Transferred Funds and/or associated reflows pursuant to this paragraph 11.1 (b).

(c) If IFC receives any payment or repayment related to any investment made as part of the IFC activities, IFC will return to the IFC trust fund established by it for the Transferred Funds any amount of such payment in accordance with its policies and procedures and such amount shall be returned to the Trust Fund in accordance with the procedure set out in the Transfer Agreement.

(d) If there are Transferred Funds remaining in the IFC trust fund after termination of the IFC activities or early termination of the Transfer Agreement, IFC may deduct from the IFC trust fund termination costs including, without limitation, all costs to IFC resulting from: (i) the early termination of any contract, agreement or arrangement with any third party as a consequence of the termination of this Transfer Agreement or the cancellation of any portion of the undisbursed and uncommitted Transferred Funds; and (ii) the preparation of any final reports.

11.2. The Donors acknowledge and agree that there is a risk of partial or complete failure of any investment under IFC activities or of any counterparty to fulfill its obligations under the documentation executed in connection with the utilization of the Transferred Funds for the implementation of IFC activities, including any obligation of such counterparty to repay any funds.

11.3. The Donors acknowledge and agree that IFC for its own account may, among, other things, (i) provide debt or equity financing to, guarantee debt obligations of, have a voting interest in, own rights to acquire direct or indirect financial interests in, be entitled to appoint one or more members to the board of directors (or similar body) of, or otherwise be engaged in an investment-related relationship with one or more entities who may benefit directly or indirectly from the IFC trust fund, including but not limited to the blending of concessional funds from Donors alongside IFC's own account resources ("Investor Relationship"); or (ii) provide advisory services to one or more entities who may benefit directly or indirectly from the IFC trust fund (the "Other Interest"). The Donors acknowledge that actual or perceived conflicts of interest may exist or arise from time to time between IFC's obligations under the Transfer Agreement, IFC's obligation as an advisor, and the rights and obligations of IFC in relation to any Investor Relationship or Other Interest ("Conflicts of Interest"). The disclosure of the Conflict of Interest shall be subject to confidentiality obligations as per paragraph 11.4 below.

11.4. The Donors acknowledge and agree that IFC will share information with the Bank related to its Transferred Funds and IFC activities carried out therewith in accordance with its policies and procedures; provided, however, that if IFC provides information in confidence to the Bank, the Bank shall not disclose or share such information unless prior written consent has been obtained from IFC.

**Governance**

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

The Trust Fund is governed by the terms of this Administration Agreement and the Trust Fund Governance Document for the Global Financing Facility for Women, Children and Adolescents, as such document may be amended from time to time in accordance with its terms (the “Governance Document”). The current Governance Document is provided as Attachment 1 to this Annex 3 for informational purposes only. Any amendments to the Governance Document, made in accordance with its terms, will become applicable to this Administration Agreement as such amendments take effect without further need to amend this Administration Agreement; provided that such amendments do not conflict with Bank policies and procedures and provided further that in the event of any conflict with other parts of this Administration Agreement, the terms of this Administration Agreement shall prevail.

**GOVERNANCE DOCUMENT FOR THE TRUST FUNDS SUPPORTING THE GLOBAL  
FINANCING FACILITY FOR WOMEN, CHILDREN AND ADOLESCENTS**

**Adopted on February 4, 2019, and revised on September 19, 2019**

**1. TRUST FUND COMMITTEE**

The Global Financing Facility for Women, Children and Adolescents (GFF) is comprised of one or more trust funds (“GFF Trust Funds”) administered by the Bank under the terms of administration agreements and arrangements entered into by the Bank and each donor contributing to the GFF Trust Funds (“Donors”), which incorporate this Governance Document (“Trust Fund Governance Document”).

The Trust Fund Committee’s purpose is to facilitate the coordination and collaboration among all Donors and the Bank in supporting mobilization and use of resources catalytically and sustainably to achieve optimal impact.

The Trust Fund Committee draws advice from to the GFF Investors Group, which comes together regularly at the global level to discuss progress and how to strengthen collaboration. The GFF Investors Group operates under the terms of its applicable governance document.

**1.1 Composition**

The Trust Fund Committee comprises representatives of the Bank, including as Chair, and representation from Donors. All Donors have representation on the Trust Fund Committee, whether direct or through constituencies, except under subparagraph (c) below. The Secretariat will keep track of Trust Fund Committee membership.

**(a) Direct Representation**

Each Donor making a commitment by way of entering into legal agreement(s) with the Bank to contribute to the GFF Trust Funds will have a dedicated decision-making seat (“direct representation”) on the Trust Fund Committee for the period indicated below:

- (i) One year after commitments reach an aggregate amount of USD 30 million.
- (ii) An additional year each time commitments reach an added aggregate amount of USD 20 million.
- (iii) For the duration of the Trust Fund Committee after commitments reach an aggregate amount of USD 200 million.

Direct representation on the Trust Fund Committee commences on the Trust Fund Committee meeting that follows the execution of the relevant legal agreement. The date of the Trust Fund Committee when direct representation commences will be communicated by the Secretariat to the Donor. Notwithstanding the above, a Donor who had direct representation prior to the effectiveness of this Trust Fund Governance Document may keep its direct representation until at least June 30, 2022.

## **(b) Constituency Representation**

Any donor without direct representation under subparagraph (a) above may be represented through a constituency as follows:

- (i) Through a Donor that has direct representation; provided that the Donor having direct representation agrees to such representation.
- (ii) With other Donors without direct representation, all of which collectively will have one seat if the required threshold described in 1.1 (a) above is jointly met.

Any constituency is entitled to one decision making seat on the Trust Fund Committee. Donors in the constituencies will agree on the arrangements for their representation and the Secretariat can facilitate such arrangement, as necessary.

## **(c) No Representation**

Notwithstanding the above, for-profit private sector Donors will have no representation on the Trust Fund Committee, including with respect to Section 3.1 below, unless requested by that Donor and agreed by the Trust Fund Committee.

## **(d) Attendance**

All Trust Fund Committee representatives are expected to be designated senior level representative, with the possibility of a designated alternate. All representatives are expected to ensure regular attendance at Trust Fund Committee meetings through themselves or their alternates. The Chair may invite other stakeholders to observe Trust Fund Committee meetings.

## **1.2. Decision Making**

Decision-making by the Trust Fund Committee is by consensus in meetings and no-objection virtual processes handled by the Secretariat between meetings, except that the Bank will not participate in the decision-making relating to funding requests submitted by Eligible Transferees (as defined below) nor review progress and financial reports provided by Eligible Transferees. Consensus and no objection approval need not reflect unanimity. Trust Fund Committee members may abstain or dissent for the record without blocking a decision and ability to proceed.

The Trust Fund Committee is expected to meet semi-annually. Trust Fund Committee meeting locations, dates and agendas are coordinated by the Secretariat.

## **1.3. Roles and Responsibilities**

The roles and responsibilities of the Trust Fund Committee include:

1. *GFF Trust Funds Strategy and Operations*
  - a) Contribute to defining the principles, strategic funding approaches and priorities that guide the support of the GFF Trust Funds to country investment cases (“Investment Cases”).
  - b) Provide strategic guidance on the GFF Trust Funds’ approach for global support of reproductive, maternal, newborn, child and adolescent health and nutrition (“RMNCAH-N”), including Sexual Reproductive Health and Rights (“SRHR”), and related approaches for health financing, domestic resource mobilization, private sector engagement and civil

- registration and vital statistics (“CRVS”) systems.
  - c) Review annual reports prepared with reference to the Results Framework.
  - d) Endorse the Operations Manual for the transfer of funds to Eligible Transferees, and any amendment thereto, in accordance to its provisions.
  - e) Periodically review the GFF strategy to identify and manage risks.
2. *GFF Trust Funds Allocations*
- a) Decide which countries are eligible as recipients or beneficiaries of GFF Trust Funds support and approve the selection of countries for GFF Trust Fund financing.
  - b) Review project pipelines and funding allocation envelopes for GFF Trust Funds support of Investment Cases.
  - c) Review the annual plan and approve the allocation of GFF Trust Funds financing to global public goods.
  - d) Review the Secretariat’s annual work plans and budget.
  - e) Review and approve funding requests for entities eligible to receive funds by way of transfers from the GFF Trust Funds, including IFC (“Eligible Transferees”).
  - f) Review periodic financial reports of the GFF Trust Funds.
3. *Partner Engagement and Resource Mobilization*
- a) Promote collaboration with a wide and diverse range of stakeholders to maximize the impact of GFF Trust Funds-supported activities, including support to Investment Cases.
  - b) Solicit nominations from the GFF Investors Group for the position of GFF Investors Group chair, and select a candidate from such nominations.
  - c) Mobilize, in coordination with the Secretariat, additional contributions and donors to the GFF Trust Funds.
  - d) Promote mobilization of external and domestic resources for Investment Cases.

## **2. SECRETARIAT**

### **2.1. Composition**

The Secretariat is comprised of professional and administrative staff employed by the Bank, which may include secondments. The Secretariat operates under Bank management and in accordance with Bank policies and procedures.

### **2.2 Roles and Responsibilities**

The roles and responsibilities of the Secretariat include:

1. *GFF Trust Funds Strategy and Operations*
- a) Develop principles, strategic funding approaches and priorities to guide Investment Cases.
  - b) Conduct periodic strategy reviews with the Trust Fund Committee to identify and manage risks.
  - c) Arrange any mid-term reviews and independent evaluations.
  - d) Prepare the Operations Manual for the transfer of funds to Eligible Transferees, and any amendment thereto for consideration by the Trust Fund Committee.
  - e) Update the country eligibility list for review and approval by the Trust Fund Committee.
  - f) Prepare annual work plans and budget for review by the Trust Fund Committee.
  - g) Present project pipelines for GFF Trust Funds support of Investment Cases.
  - h) Present project pipelines/activities for IFC and other Eligible Transferees for Trust Fund Committee approval.

## 2. *Program Management and Administration*

- a) Provide annual and mid-year updates on the consolidated financial reports for the GFF Trust Funds at an aggregate level, in addition to the standard financial reports provided by the Bank through the Development Partner Center.
- b) Organize GFF Investors Group and Trust Fund Committee meetings.
- c) Coordinate and maintain records on Trust Fund Committee membership, including constituencies, designated representatives and alternates.
- d) Prepare the annual report of the GFF.
- e) Support GFF Trust Funds resource mobilization, as well as broader GFF resource mobilization, partner engagement and communications.
- f) Support the GFF's global work on RMNCAH, including results monitoring, synthesizing learning from country experiences, facilitate learning and knowledge exchange about RMNCAH-N.

## 3. **GENERAL**

3.1 This Trust Fund Governance Document becomes effective upon adoption by the Trust Fund Committee on a no-objection basis. Thereafter, amendments to this document may be proposed to the Secretariat for the Trust Fund Committee consideration and approval. The Secretariat maintains and distributes the records of any such amendments. Amendments to this document are expected to apply directly to all GFF Trust Funds administration agreements and arrangements, as stated therein, without further need to amend such administration agreements and arrangements; provided such amendments (i) do not conflict with the terms of such administration agreements and arrangements; and (ii) are consistent with the Bank's applicable policies and procedures (and of any Eligible Transferee with respect to its transferred amounts), both of which prevail over this Trust Fund Governance Document in case of conflict.

Nothing in this Governance Document is intended to or may be considered a waiver of, or impair or limit, any privileges or immunities of any Trust Fund Committee participant under its relevant governing documents, or under any applicable law, all of which are expressly reserved.