Mr. Cyrille Pierre  
Deputy Director  
Global Economy and Development Strategy Department  
Ministry of Foreign and European Affairs  
Republic of France  
27 rue de la Convention  
75015 Paris


Dear Mr. Pierre:

1. We are pleased to acknowledge on behalf of the International Bank for Reconstruction and Development (“IBRD” or the “Bank”) and the International Development Association (“IDA”) (collectively, the “Bank”) that the Republic of France, acting through its Ministry of Foreign Affairs, (the “Donor”) shall make available as a grant the sum of seventy five thousand Euros (EUR 75,000) (the “Contribution”) for the Multi-Donor Trust Fund for Land Policies for Growth and Poverty Reduction (the “Trust Fund”) in accordance with the terms of this Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Agreement.

2. The Contribution shall be used to finance the activities and the categories of expenditure set forth in the “Description of Activities and Expenditures under the Multi-Donor Trust Fund for Land Policies for Growth and Poverty Reduction” attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Agreement including the “Standard Provisions Applicable to the Multi-Donor Trust Fund for Land Policies for Growth and Poverty Reduction” (the “Standard Provisions”) attached hereto as Annex 2.
3. The Donor shall deposit the Contribution into such bank account designated by the Bank promptly following countersignature of this Agreement by the Donor and submission of a payment request by the Bank.

4. When making such deposit, the Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for the Multi-Donor Trust Fund for Land Policies for Growth and Poverty Reduction (TF No. 055155), and the date of the deposit (the “Deposit Instruction”). In addition, the Donor shall provide a copy of the Donor’s Deposit Instruction to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

5. Except as provided for in paragraph 4 above, any notice, request or other communication to be given or made under this Agreement shall be in writing and delivered by mail, facsimile 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:

Klaus Deininger  
Lead Economist  
Development Economics  
The World Bank  
1818 H Street, NW  
Washington, DC 20433  
U.S.A.

Tel: 1 202 473 0430  
Fax: 1 202 522 1151  
E-mail: Kdeininger@worldbank.org
For the Donor:

Mr. Cyrille Pierre  
Deputy Director  
Global Economy and Development Strategy Department  
Ministry of Foreign and European Affairs  
27 rue de la Convention  
75015 Paris  
Tél : 33 1 43 17 44 40  
fax: +33 1 43 17 73 91  
E-mail: Cyrille.PIERRE@diplomatie.gouv.fr

6. All annexes hereto constitute an integral part of this Agreement. This Agreement may be amended only in writing between the Bank and the Donor; provided, however, that such annexes may be amended only with the agreement of all donors contributing to the Trust Fund.

7. Please confirm your agreement with the foregoing, on behalf of the Donor, by signing, dating, and returning to us the enclosed copy of this Agreement. Upon receipt by the Bank of the copy of this Agreement countersigned by you, this Agreement will become effective as of the date of the countersignature.

   Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

/s/ Martin Ravallion  
Director  
Development Research Group

AGREED:

REPUBLIC OF FRANCE, acting through its
MINISTRY OF FOREIGN AFFAIRS

By: /s/ Cyrille Pierre  
Ministry of Foreign and European Affairs  
Date: November 9, 2010
Description of Activities and Expenditures under the Multi-Donor Trust Fund for Land Policies for Growth and Poverty Reduction

I. Description of Activities

The objective of the Multi-Donor Trust Fund for Land Policies for Growth and Poverty Reduction (the “Trust Fund”) is to support implementation of recommendations from global research on land policy at the national level by:

- providing quantitative and qualitative evidence demonstrating the importance of secure land tenure and effective land institutions at the country level;
- identifying national policy options that can help improve tenure security, enhance land access for the poor, and maximize the contribution of land- and associated real estate markets to economic growth and poverty reduction;
- measuring the direct and indirect impact of implementing such policies on growth and poverty reduction as well as the associated resource requirements and critical risks; and
- developing benchmarks that would allow comparison across countries in key aspects of land policy.

The Trust Fund will support the following range of activities:

- awareness raising through, among others, learning events to identify key policy issues (distance learning courses in collaboration with the World Bank Institute or in-country workshops);
- engagement of stakeholders in commissioning, discussing, and learning from background papers applying lessons from Policy Research Reports and other new thinking on land issues in a specific country context for at least six countries (candidates are India, China, Vietnam, Sri Lanka, Cambodia, Mozambique, Ghana, Uganda, Benin, Ethiopia, Tanzania, and Rwanda). Background papers are prepared by international experts in collaboration with local institutions;
- definition of operational approaches to address common problems for at least three areas;
• providing technical input for design of specific interventions to address land tenure problems and avenues for scaling them up;
• development and application of a methodology to monitor/evaluate the impact of these interventions, on a demand-driven basis, in at least three cases;
• discussions with key stakeholders and clients at conferences and training courses sponsored by the Bank and/or its development partners;
• regional workshops in Asia and Africa to disseminate results and facilitate up-scaling by supporting implementation of strategies drawing on experiences gained.

Categories of Expenditures

The Contribution shall be used to finance the following categories of expenditure:

• Associated overheads
• Short term consultant fees
• Extended term consultant fees
• Contractual services
• Staff costs without indirects (salary + benefits)
• Travel expenses
• Equipment costs
• Media and workshop costs
Standard Provisions Applicable to the Multi-Donor Trust Fund for Land Policies for Growth and Poverty Reduction

The following provisions (hereinafter referred to as the “Standard Provisions”) shall be applicable to and form an integral part of all agreements entered into between the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”) and donor countries and/or organizations (hereinafter referred to as the “Donors”) that provide grants (referred to as the “Contributions”) to be administered by the Bank for the Multi-Donor Trust Fund for the Land Policies for Growth and Poverty Reduction.

1. Administration of the Contributions

The Bank shall be responsible only for performing those functions specifically set forth in this 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 Agreement shall be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

2. Commingling, Exchange and Investment of the Contributions

2.1. The Contribution funds shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The Contribution funds may be commingled with other trust fund assets maintained by the Bank.

2.2. The Contribution funds may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

2.3 The Bank shall invest and reinvest the Contribution funds pending their disbursement in accordance with the Bank’s 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 established under this Agreement to be used for the same purposes as the Contribution funds.
3. **Administrative Cost Recovery**

In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Agreement, the Bank may, following deposit of Contribution funds, deduct from such funds and retain for the Bank’s own account an amount equal to five percent (5%) of the Contributions.

4. **Employment of Consultants and Procurement**

The employment and supervision of consultants and the procurement of goods financed by the Contributions shall be the responsibility solely of the Bank and shall be carried out in accordance with its applicable policies and procedures.

5. **Accounting and Financial Reporting**

5.1. The Bank shall maintain separate records and ledger accounts in respect of the Contributions deposited in the trust fund account and disbursements made therefrom.

5.2. The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the holding currency of the Trust Fund 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 of the Trust Fund with respect to the Contributions will be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

5.3. The Bank shall provide to the Donors, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (1) 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 (2) 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.

5.4. If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the trust fund established under this Agreement, 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 most 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 paid by the Donor.
6. **Coordination and Project Reporting**

6.1. The Bank shall provide the Donors with an annual report on the progress of activities financed by the Contributions. Within six (6) months of the final disbursement date specified in paragraph 7.1, the Bank shall furnish to the Donors a final report on the Project activities.

7. **Disbursement Deadline; Cancellation; Refund**

7.1. It is expected that the Contribution funds will be fully disbursed by the Bank in accordance with the provisions of this Agreement by March 31, 2014. The Bank shall only disburse Contribution funds for the purposes of this Agreement after such date with the written approval of the Donors.

7.2. Any Donor or the Bank may, upon three (3) months’ prior written notice, cancel all or part of the Donor’s pro rata share of any remaining balance of the Contribution funds that is not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Agreement prior to the receipt of such notice.

7.3. Upon the final disbursement date specified in paragraph 7.1, the Bank shall return any remaining balance of the Contribution funds to the Donors on a pro rata basis. In the event of a cancellation of an individual Donor’s pro rata share of uncommitted Contribution funds in accordance with paragraph 7.2, the Bank shall return such cancelled balance to the Donor.

8. **Disclosure**

The Bank will disclose this Agreement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, Donors consent to disclosure of this Agreement and related information on this Trust Fund.