Administration Agreement between The Bloomberg Family Foundation Inc. and the International Bank for Reconstruction and Development and the International Development Association concerning the Tobacco Control Program Multi-Donor Trust Fund (TF 072332) (Donor Reference No. 38842).

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that The Bloomberg Family Foundation Inc. (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of five million United States Dollars (USD 5,000,000) (the “Contribution”) for the Tobacco Control Program (“Program”) Multi-Donor Trust Fund, No. TF 072332 (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 “Tobacco Control Program 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 “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 Section 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:

(A) Promptly following countersignature: one million seven hundred fourteen thousand United States Dollars (USD 1,714,000);
(B) By October 31, 2015: one million seven hundred ninety-two thousand United States Dollars (USD 1,792,000); and
(C) By October 31, 2016: one million four hundred ninety-four thousand United States Dollars (USD 1,494,000).

The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund, such that if the speed of the implementation of the activities to be financed by the Trust Fund makes it necessary either to bring Installments forward or to delay them, the Installments schedule may be amended as agreed by the Bank and the Donor.

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 072332 (the Tobacco Control Program Multi Donor Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Donor shall provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to +1 (202) 614-1315.
5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Agreement shall be in writing and delivered by mail, fax or e-mail to the respective Party's address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Bank (the “Bank Contact”):

Patricio V. Marquez  
Lead Health Specialist  
HNP GP  
The World Bank  
1818 H St. N.W.  
Washington, D.C. 20433  
Tel.: 202-458-9520  
Fax: 202522 3234  
E-Mail: pmarquez@worldbank.org

For the Donor (the “Donor Contact”):

Kelly Henning  
Director, Public Health Programs  
The Bloomberg Family Foundation Inc.  
25 East 78 Street  
New York, NY 10075  
Tel: (212) 205-0125  
Fax: (212) 205-9125  
E-mail: kellyh@bloomberg.org

6. The Bank confirms that it does not engage in lobbying activities and that the Contribution funds have not been earmarked for lobbying.

7. The Bank has confirmed that it is an international organization designated as such by Executive Order under the International Organizations Immunities Act 22 USC 288, Executive Orders 9751 and 11966. The Bank agrees to advise the Donor immediately if there is any change in the Bank’s status as an international organization during the term of this Administration Agreement.
8. 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.

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.

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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 AND INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 
Dr. Timothy G. Evans
Senior Director, HNP Global Practice

Date: Dec 08, 2014

BLOOMBERG FAMILY FOUNDATION

By: Patricia E. Harris
Mrs. Patricia E. Harris,
Chief Executive Officer

Date: Dec 12, 2014
ANNEX I

Tobacco Control Program 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. Objectives

The objectives of the Trust Fund are to assist selected countries (4 countries in year 1 and 12 countries during the life of the grant in focus regions) in fostering and implementing tobacco tax reforms in order to reduce tobacco affordability and consumption, as well as to design measures to control illicit trade.

2. Activities

The activities to be financed by the Trust Fund are:

I. Provision of policy advice and specialized technical assistance to Ministries of Finance and other relevant Ministries of the 12 countries to support formulation and adoption of policies to increase excise taxes or levies on tobacco products, and encompassing:

1. Provision of policy advice on fiscal revenues, socio-economic and health impacts of increasing tobacco taxes, including impacts on employment, smuggling and other likely social and economic impacts of tobacco tax reforms.

2. Provision of technical assistance on data collection and validation, undertaking estimations of changes in cigarette consumption and government revenue as a result of a change in the excise tax and/or proposed levy on tobacco, assessment of the results of these estimations, and preparation of policy briefs on tobacco taxation options for presentation, deliberation, and decision making by national authorities.

3. Provision of policy advice on tax administration, building upon existing technical assistance programs at country level in this area.

4. Provision of technical assistance on measures to operationalize the World Health Organization Framework (“WHO”) Framework Convention for Tobacco Control’s (“FCTC”) Protocol for the elimination of illicit trade on tobacco products, including sharing of best practices and
international experiences with senior officials.

5. Provision of economic impact- and health-focused trainings to Ministry officials on simulation model techniques to demonstrate impact of excise taxes on health and government revenue.

II. Establishment of knowledge exchange mechanisms on the economics of tobacco control to facilitate peer to peer exchanges and knowledge and experience sharing among countries supported by a knowledge sharing platform that would include face-to-face, country visits, videoconference using the Global Distance Learning Network ("GDLN"), and online exchanges, and encompassing:

1. Definition and adoption of cross-country and cross-sectoral approaches and mechanisms to share knowledge and experience among countries and within The World Bank Group and other agencies for the development and/or strengthening of tobacco taxation policies and measures to control illicit trade on tobacco products, as well as on implementation strategies and actions.

2. Generation, compilation and dissemination of new information and knowledge on tobacco tax issues in order to correct the information failures and asymmetries which affect tobacco tax decision in low and low-middle income countries, and provide rationale for increasing excise tax, including preparation and dissemination via The World Bank Group publications of country case studies to draw lessons about the political economy process of passing tobacco control legislation and excise tax increases on tobacco products. Assessments of the nature, characteristics, trends and magnitude of illicit trade on tobacco products in selected countries to counter tobacco industry claims and information, including development of reports on illicit trade that provide advice on measures to address it. Building in partnership with the University of Cape Town a data repository to enable the collection and sharing of data and information on tobacco taxation and prices, consumption trends, and related policies and impact that are needed to conduct research, benchmark countries, advocate for better policies, and evaluate policy better.

III. Capacity building and promotion of tobacco control as a priority, multisectoral, public health intervention and development agenda item within The World Bank Group targeting teams working on macroeconomics, financial, public sector reform, trade, governance and public health issues. In addition, support would be provided for dialogue and promotion of tobacco control work as part of the WBG Country Partnership Frameworks.
IV. Technical coordination of the Program, including quality assurance, monitoring and technical report preparation, establishment of partnership with the IMF and the WHO to support countries in design, implementation and evaluation of tobacco control measures, and to ensure complementarity for joint work on tobacco control.

3. Eligible Expenditures

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

(a) Associated Overheads.
(b) Contractual services.
(c) Extended Term Consultants with Indirect Costs.
(d) Media, Workshops, Conferences and Meetings.
(e) Consultants fees (individual and firms) with Indirect Costs.
(f) Equipment and office Premises Lease Cost.
(g) Field Assignments Benefits.
(h) Staff Costs – with Indirect Costs.
(i) Temporary Support Staff Costs with Indirect Costs.
(j) Travel Expenses.

4. Taxes

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

5. Program Criteria

5.1 A Consultative Group chaired by the Bank and including the Donors will develop the selection criteria for choosing priority countries to be covered during the life of the program.
ANNEX 2

Standard Provisions

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

1. Administration of the Contributions

1.1 The Bank shall be responsible only for performing those functions specifically set forth in this Administration Agreement and shall not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Administration Agreement shall be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2 Each Donor's Contribution (collectively, the “Contributions”) shall be administered in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the United Nations Charter. 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 the United States Dollar (the “Holding Currency”).

2.3 Donors agree to deposit their Contributions in the Contribution Currency stated in their respective Administration Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Bank shall convert such amounts into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of
exchange rate fluctuations, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

2.4 The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.

2.5 The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank’s applicable policies and procedures for the investment of trust funds administered by the Bank. The Bank shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Trust Fund Fees and Costs**

3.1 The Bank shall deduct and retain for its own account, as a one-time deduction from the funds in the Trust Fund, an amount equal to and not greater than thirty-five thousand United States Dollars (USD 35,000) as a set-up fee for the Trust Fund upon receipt of funds in the Trust Fund.

3.2 The Bank shall additionally deduct and retain for its own account, as a deduction from each Installment, an amount equal to five percent (5%) per Installment as an administrative fee for the Trust Fund.

3.3 Each Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Agreement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Agreements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Donors under new Administration Agreements.

4. **Accounting and Financial Reporting**

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

4.2 The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions
shall be made available to the Donors via the World Bank's Trust Funds Donor Center secure website.

4.3 The Bank shall provide to the Donors via the World Bank's Trust Fund Donor Center secure website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising: (i) a management assertion together with an attestation from the Bank's external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the Bank's external auditor's opinion thereon. The cost of the single audit shall be borne by the Bank.

4.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of the Trust Fund, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Bank and the Donor shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be borne by the requesting Donor.

5. **Progress Reporting**

5.1 The Bank shall provide the Donors with annual reports on the progress of activities financed by the Contributions. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

5.2 Any Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. The Donor and the Bank shall agree on the scope and conduct of such review or evaluation, and the Bank shall provide all relevant information within the limits of the Bank's applicable policies and procedures. All associated costs, including any costs incurred by the Bank, shall be borne by the Donor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

6. **Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by April 30, 2018 (the "End Disbursement Date"). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.
6.2 Any Donor may cancel all or part of such Donor's pro rata share, and the Bank may cancel all or any Donors' pro rata shares, upon three (3) months' prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

7. Disclosure: Dispute Resolution

7.1 The Bank shall disclose the Administration Agreements and related information on this Trust Fund in accordance with the Bank's Policy on Access to Information. By entering into Administration Agreements, the Donors consent to such disclosure of their respective Administration Agreements and such related information.

7.2 The Donors and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Agreements.
ANNEX 3

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 will be managed by the Health, Nutrition and Population Global Practice of the Bank in accordance with Bank's TF policies and procedures, including formulation of work programs, allocation of funds, and management of task teams.

A Consultative Group ("CG") will be established: (i) to provide strategic guidance and direction on the implementation of activities financed by the Trust Fund, including criteria for the selection of priority countries; and (ii) to discuss the progress in the implementation of such activities. The CG will be comprised of high level representatives of the Bank, including the Chair, and a representative of each Donor entity contributing to the Trust Fund. It is envisaged that the CG will meet biannually to discuss, among others, potential new donors, alignment of any shift in strategy, discuss priority countries, and tracking of progress and geographical trends. The meetings may be conducted virtually or physically.