Mr. Marc Juhel,
Acting Director Transport Water and Information, Communications and Technology
International Bank for Reconstruction and Development
International Development Association
1818 H Street NW
Washington, District of Columbia, 20433
United States of America

Re: Global Development Grant Number OPP1011612
Support for scaling up rural sanitation (TF No. 071595)

Dear Mr Juhel:

1. The Bill & Melinda Gates Foundation (the “Foundation”) hereby agrees to provide a grant (“Grant”) in the amount of ten million five hundred and sixty six thousand eight hundred and fifty five U.S. dollars ($10,566,855.00) (the “Grant Funds”) to the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”). The Grant Funds will be held in the Water and Sanitation Program (“WSP”) Support for Scaling up Rural Sanitation Trust Fund (TF No. TF071595 (the “Trust Fund”) in accordance with the terms of this grant agreement (“Agreement”) for the purpose of supporting the WSP in scaling up sanitation for the rural poor as described in the proposal and budget, dated August 11, 2010 (collectively, the “Proposal”) submitted by the Bank to the Foundation (the “Project”). The applicable Bank Trust Fund expenditure categories are set forth on Annex 1.

2. Subject to Section 7 below, the Grant Funds and any interest earned thereon will be used solely for the purpose of the Project, in accordance with the terms of this Agreement.

3. 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 Foundation immediately if there is any change in the Bank’s status as an international organization during the term of this Agreement.

4. The use of the Grant Funds and earnings thereon is restricted solely to the purposes of the Project and may not be expended for reasons unassociated with the Project. The Bank confirms that it does not engage in lobbying activities, and that grant funds have not been earmarked for lobbying. The Grant Funds may be commingled with other trust fund assets maintained by the Bank, but shall be kept separate and apart from the funds of the Bank. The Grant Funds may be freely exchanged into other currencies as may facilitate their disbursement. The Bank agrees to invest the Grant Funds 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 to be used for the purposes of the Project. The Bank shall maintain separate records and ledger accounts in respect of the Grant Funds and disbursements made therefrom. Any increases or decreases to a total budget line (as identified by such term in the Proposal) of more than 10% must be approved by the Foundation in advance in writing; provided, however, that any increase or decrease to a total budget line of $5,000 or less shall not require approval by the Foundation.
5. The Bank shall furnish to the Foundation current financial information relating to receipts, disbursements and fund balance in U.S. dollars with respect to the contributions via the World Bank’s Trust Funds Donor Center secure website (“Donor Website”). The parties acknowledge that only financial information on the Donor Website constitutes an official report of the Bank. Within six (6) months after all commitments and liabilities with respect to 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 U.S. dollars with respect to the contributions will be made available to the Foundation via the Donor Website. The Bank shall provide the Foundation annually, within six (6) months following the end of the Bank’s fiscal year, a single audit report, comprising (a) 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 (b) 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.

In addition, if the Foundation wishes to request, on an exceptional basis, a financial statement audit of the Grant Funds by the Bank’s independent external auditors, the Foundation and the Bank shall first consult as to whether such an external audit is necessary. The Foundation and the Bank shall agree on the most appropriate scope and terms of reference of such external audit and the estimated costs of such audit, including the Bank’s associated internal costs. Following agreement on the scope, terms of reference and costs, the Bank shall arrange for such audit. The Bank shall provide a copy of the auditors’ report to the Foundation promptly following receipt of such report by the Bank. The costs of any such audit as agreed above which have been approved in advance by the Foundation shall be reimbursed by the Foundation.

6. Promptly following its receipt of the countersigned Agreement, the Foundation will deposit the initial installment of the Grant Funds, and each subsequent installment in the respective amounts on the dates set forth below, into the account designated in a written payment request to be sent by the Bank to the Foundation. When making each payment, the Foundation 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 payment is from the Foundation for the Trust Fund (TF No. 071595) and the date of the deposit (the “Deposit Instruction”). In addition, the Foundation shall send a copy of the 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.

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promptly following Foundation’s receipt of countersigned agreement</td>
<td>$6,500,000.00</td>
</tr>
<tr>
<td>January 2012</td>
<td>$4,066,855.00</td>
</tr>
<tr>
<td>Award Total</td>
<td>$10,566,855.00</td>
</tr>
</tbody>
</table>

7. In order to assist in the defrayment of the costs of administration and other expenses incurred administering the Trust Fund, the Bank may, following deposit of the Grant Funds, deduct from the Grant Funds and retain for its own account an amount up to two percent (2%) of the amount of the Grant Funds. In addition, costs for program management in an amount equal to 10.84% of the amount of the Grant Funds will be charged to the Trust Fund on an actual basis. If the Grant Funds increase beyond what was originally expected at the time of counter-signature of this Agreement, and the administrative costs increase as a result, an additional administrative fee may be applied to such new Grant Funds as agreed by the parties prior to any such increase in Grant Funds.
8. The employment and supervision of consultants engaged by the Bank and the procurement by the Bank of any goods financed by the Grant Funds shall be the responsibility solely of the Bank and shall be carried out in accordance with its applicable policies and procedures, consistent with the terms and conditions of this Agreement. If the Bank uses the Grant Funds to provide a grant to another entity, the Bank shall be solely responsible for the supervision of the use by that entity of the Grant Funds provided to such entity and shall carry out such supervision in accordance with its applicable policies and procedures.

9. The Bank shall provide the Foundation with a report on the progress of activities financed by the Grant Funds at least annually as set forth below. Within six (6) months of the final disbursement date specified below, the Bank shall furnish the Foundation a final report on the activities. The annual and final reports will be in a format mutually agreed upon by the Bank and the Foundation and will include information describing the progress that has been made toward achieving the goals and milestones of the Grant. The Bank shall submit such reports electronically to the attention of Alix Zwane, Program Officer at Alix.Zwane@gatesfoundation.org and Raminta Hanzelka, Program Coordinator at Raminta.Hanzelka@gatesfoundation.org.

<table>
<thead>
<tr>
<th>Date Due</th>
<th>Milestone or Deliverable</th>
<th>Report Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30, 2011</td>
<td>WSP FY2011 End of Year Report and an additional report with more details on Scaling-up Rural Sanitation activities funded by Grant Funds and response to issues raised by the Foundation</td>
<td>Start of grant to June 30, 2011</td>
</tr>
<tr>
<td>September 30, 2012</td>
<td>WSP FY2012 End of Year Report and an additional report with more details on Scaling-up Rural Sanitation activities funded by Grant Funds and response to issues raised by the Foundation</td>
<td>July 1, 2011 to June 30, 2012</td>
</tr>
<tr>
<td>September 30, 2013</td>
<td>WSP FY2013 End of Year Report and an additional report with more details on Scaling-up Rural Sanitation activities funded by Grant Funds and response to issues raised by the Foundation</td>
<td>July 1, 2012 to June 30, 2013</td>
</tr>
</tbody>
</table>

10. The Foundation may include information on the Grant in its periodic public reports and may also refer to the Grant in press releases. The Grant will also be made public as part of the grants list on the Foundation’s website. The Bank will disclose this Agreement and related information with respect to the Grant in accordance with the Bank’s Policy on Access to Information, available on its website. By entering into this Agreement, the Foundation consents to disclosure of this Agreement and related information on this Trust Fund, as provided by this paragraph. The Bank agrees that, if it would like to make an announcement about this award, it will provide the Foundation with the opportunity to comment at least two weeks in advance on the proposed media release. In a similar manner, the Foundation will provide the Bank an opportunity to comment on the proposed media release by the Foundation. The Foundation’s contact for press releases is Abigail Faylor at 425.452.5497 or AFaylor@webershandwick.com. Any public disclosure of this Grant is prohibited prior to receipt by the Foundation of the countersigned Agreement.

11. 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 Foundation, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under

IBRD/IDA
OPP1011612
Page | 3 of 7
general principles of trust or fiduciary law. The Grant Funds shall be administered in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, consistent with the terms and conditions of this Agreement. The Grant Funds shall be administered in accordance with the Bank's 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 Foundation acknowledges 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 country other than the U.S. that may apply to the Foundation. Nothing in this Agreement shall be considered a waiver of any privileges or immunities of IDA or IBRD under its respective Articles of Agreement or any applicable law, all of which are expressly reserved.

12. It is expected that the Grant Funds will be fully disbursed in accordance with the provisions of this Agreement by October 30, 2013. The Bank shall only disburse Grant Funds after that date with the prior approval of the Foundation. Either party may terminate this Agreement with three months' prior notice in writing; provided, however, that in the event the Bank terminates this Agreement prior to the full expenditure of the Grant Funds, it shall be obligated to reimburse to the Foundation a pro rata portion of the administrative fee that has been previously deducted by the Bank pursuant to Section 7. Upon such termination, unless the parties hereto agree on another course of action, any agreement entered into by the Bank prior to termination to be funded by the Grant Funds shall not be affected by the termination and the Bank shall be entitled to disburse the Grant Funds in respect of such agreements as if this Agreement had not been so terminated.

13. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the Bank shall return any remaining or cancelled balance of the Grant Funds, as the case may be, to the Foundation or use the funds for such other purposes as are agreed in writing between the Foundation and the Bank.

14. The Foundation may review or evaluate activities financed by the Trust Fund. The Foundation 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 its policies and procedures. All associated costs shall be borne by the Foundation. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

15. This Agreement sets out the entire agreement between the Bank and the Foundation concerning this Grant and with respect to the Foundation's rights and obligations. This Agreement may only be modified by a written agreement between the Bank and the Foundation.

16. The officers responsible for the coordination of all matters related to the implementation of this Agreement are:

For the Bank for Grant management issues (Bank Contact – Administration):

Jaehyang So
Program Manager
Water and Sanitation Program
The World Bank
1818 H Street, NW
Washington, DC 20433
U.S.A.
For the Bank for Grant accounting-related issues (Bank Contact - Accounting):

Brian P. Quinn
Division Manager
Trust Funds Division
Accounting Department, Controllers
The World Bank
1818 H Street, N. W.
Washington, D. C. 20433
Tel: 202-458-4249
Fax: 202-477-7163

For the Foundation:

Katherine Grace
Grant Manager
Bill & Melinda Gates Foundation
P.O. Box 23350
Seattle, WA 98102
Email: Katherine.Grace@gatesfoundation.org
Tel: 206-709-3293
Fax: 206-494-7111

Each of the Bank Contacts and the Foundation Contact may at any time notify the other in writing of a change in contact information. The Foundation represents that the Foundation Contact is authorized to provide instructions for the return of Grant Funds, if appropriate.

17. The parties acknowledge that the names and marks “International Bank for Reconstruction and Development”, “IBRD”, “International Development Association”, “IDA”, “World Bank”, and all variations thereof including their associated logos and emblems (collectively, the “Bank Name”) and the “Bill & Melinda Gates Foundation”, and all variations thereof including its associated logos and emblems (collectively, the “Foundation Name”) are the sole and exclusive properties of the Bank and the Foundation, respectively. Neither party shall acquire any right, title or interest in the other party’s Name under this Agreement.

If this Agreement correctly sets forth your understanding regarding this Grant, please sign and return this Agreement to Jennifer Kohler, Grants Coordinator, Bill & Melinda Gates Foundation, keeping a copy for your records. This Agreement may be executed in counterparts which, when taken together, will constitute one Agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation and the Bank may also require delivery of original signed documents.

If you have questions, please contact Katherine Grace, Grants Manager, at katherine.grace@gatesfoundation.org or 206.770.3293.
On behalf of the Foundation, I extend every good wish for the success of this endeavor.

Sincerely,

/s/ Jim Bromley

Jim Bromley
Director of Operations
Global Development Program
Bill & Melinda Gates Foundation

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, by its authorized representative, agrees to the terms of this Agreement.

/s/ Marc Juhel
Mr. Marc Juhel, Acting Director Transport Water and Information, Communications and Technology

Date November 17, 2010
ANNEX 1

Permitted World Bank Trust Fund Expense Categories

**For Bank-Executed Activities:**

- Associated Overheads
- Consultant Fees
- Contractual Services
- Equipment Cost Lease
- Extended Tern Consultants
- Media and Workshop Costs
- Staff Costs
- Travel Expenses
- Temporary Support Staff Costs