

OFFICIAL DOCUMENTS

*Administration Agreement between the Kingdom of Belgium, as represented by its Directorate General for Development Cooperation and Humanitarian Aid, and the International Bank for Reconstruction and Development and the International Development Association concerning the Extractives Global Programmatic Support Multi-Donor Trust Fund
(No. TF072699, parallel to original Trust Fund No. TF072347)*

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Kingdom of Belgium, as represented by its Directorate General for Development Cooperation and Humanitarian Aid (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide a contribution (the “Contribution”) in the following amounts: (i) three hundred and one thousand eighty-five and sixteen cents United States dollars (\$301,085.16) and any investment income earned until the transfer referred to in paragraph 3 below (“Portion A of the Contribution”); and (ii) one million seven hundred thousand Euros (€1,700,000) (“Portion B of the Contribution”) for the Extractives Global Programmatic Support Multi-Donor Trust Fund (TF072699) (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 “Extractives Global Programmatic Support 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 hereby authorizes the Bank, promptly following countersignature of this Administration Agreement, to transfer Portion A of the Contribution from the Extractive Industries Technical Advisory Facility (EI-TAF) Multi-Donor Trust Fund (TF071265) to this Trust Fund (TF072699).
4. The Donor shall deposit Portion B of the Contribution in accordance with the following schedule and in the currency specified in Section 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:
 - (A) By December 31, 2017: € 425,000
 - (B) By December 31, 2018: € 425,000
 - (C) By December 31, 2019: € 425,000
 - (D) By June 30, 2020: € 425,000
5. 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.
6. 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 TF072699 (the Extractives Global Programmatic Support 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 tfremittanceadvice@worldbank.org or by fax sent to +1 (202) 614-1315.

7. 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"):

Diana M. Corbin
Senior Operations Officer – Donor Relations
Energy and Extractives Global Practice
The World Bank
1850 I Street NW
Washington, DC 20433
Tel: (202) 473-1705
Fax: (202) 522-0395
E-mail: dcorbin@worldbank.org

For the Donor (the "Donor Contact"):

Melanie Schellens
First Secretary (Development)
Embassy of Belgium
3330 Garfield Street NW
Washington, DC 20008
Tel: 202 333 69 00
E-mail: melanie.schellens@diplobel.fed.be


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. 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 TF072699 (the Extractives Global Programmatic Support Multi-Donor Trust Fund), and the date of the deposit. The Bank shall provide a copy of such information to the Donor.

9. 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%.

10. 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.

11. 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.

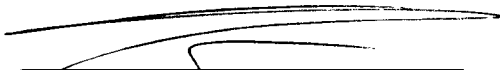
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION**



Riccardo Puliti
Senior Director
Energy and Extractives Global Practice

Date: 5th Dec-16 2016

**KINGDOM OF BELGIUM,
as represented by its Directorate General for Development Cooperation and Humanitarian Aid**



Alexander De Croo
Minister of Development Cooperation

Date: 18 SEP. 2017

Extractives Global Programmatic Support 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 Trust Fund is to improve the ability and capacity of current and emerging resource-rich developing nations in using their oil, gas and mineral resources sustainably and transparently for poverty alleviation, shared prosperity, economic diversification, and sustainable economic growth.

2. Activities

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

2.1 Bank-executed activities, for which the Bank has implementation responsibility:

Component 1: Supporting implementation of the Extractives Industries Transparency Initiative (“EITI”) (as described in eiti.org) and broader reforms on sector transparency and good governance, including:

- (a) carrying out global knowledge and learning activities, including support to civil society organizations, and providing technical assistance to stakeholders in any of the areas specified in Component 1 of Section 2.2 below (Recipient-executed activities), with an objective to share experience between countries, stakeholders (local, regional, sub-regional and/or global), and developing guidance notes and analytical support;
- (b) managing and maintaining on-line peer-learning, information and communications platforms such as the community of practice for EITI; and
- (c) carrying out events and outreach activities, including training, communications and capacity building, related to EITI or broader extractives sector transparency reforms.

Component 2: Building capacity and supporting governments in the development of sound legal, regulatory, contractual and fiscal frameworks, contract negotiation, and fiscal management for the extractives sector, including:

- (a) carrying out global knowledge and learning activities focusing on knowledge sharing and experience exchange between client countries and stakeholders (local, country-level, regional, sub-regional or global) in any of the areas specified in Component 2 of Section 2.2 below (Recipient-executed activities), including development of knowledge products, reports and related dissemination and outreach activities, but excluding any specific transactions, investments or negotiations advice;
- (b) providing technical advice and developing recommendations to support government decision-making in regards to areas specified in Component 2 of Section 2.2 below (Recipient-executed activities), with the exception of specific negotiations support which exception includes but is not

limited to review and development of opinions on specific concessions or arrangements thereof; and

- (c) carrying out events, outreach, training and capacity building activities.

Component 3: Supporting extractive industries for local content development (EILCD), including:

- (a) carrying out knowledge sharing and creation, outreach and communication activities aimed at identifying, raising awareness and disseminating good practice on local content policies and strategies design and implementation, including targeted research and the establishment and management of a local content online community of practice to support cross-fertilization and the development of strategic partnerships;
- (b) providing technical advice and recommendations on any of the areas specified in Component 3 of Section 2.2 below (Recipient-executed activities), to inform and build governments' and stakeholders' capacity to design, implement and manage local content around extractive industries; and
- (c) carrying out events, outreach, training and capacity building activities.

Component 4: Strengthening institutions for growth through extractive industries, including:

- (a) carrying out global knowledge and learning activities, providing technical assistance (including civil society organizations support), and disseminating good practices, including development of knowledge products and preparation of analytical reports, in any of the areas specified in Component 4 of Section 2.2 below (Recipient-executed activities), with the exception of programs and advice that may have a specific physical footprint which will require appropriate environmental and social safeguards; and
- (b) carrying out events, outreach, training and capacity building activities.

Component 5: Operational support for the Trust Fund, including:

- (a) providing operational support for Recipient-executed activities;
- (b) managing the relationship with Recipients (as defined in Annex 2 below), including meetings and communication;
- (c) carrying out task-level monitoring and evaluation;
- (d) managing procedures and providing technical advice to project teams (country-level and knowledge products), including but not limited to technical and advisory support to country-level program teams, management of safeguards-related issues and other program-level risks; and
- (e) implementing and supporting Recipients (as defined in Annex 2 below) to implement Donor visibility measures.

Component 6: Program management and administration activities for the Trust Fund, including but not limited to:

- (a) 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:

Component 1: Supporting implementation of the Extractives Industries Transparency Initiative (“EITI”) (as described in eiti.org) and broader reforms on sector transparency and good governance, including:

- (a) supporting resource revenue transparency;
- (b) supporting the implementation of work plan activities of EITI multi-stakeholder groups (MSG), including: (i) EITI reporting, including scoping work, production of EITI reports, summary reports and other communications products; (ii) capacity building activities for EITI stakeholders; (iii) support to national EITI secretariats; and (iv) efforts to use, analyze, communicate and disseminate EITI data;
- (c) supporting mandatory and recommended/encouraged disclosures of key sector information, including contract, beneficial ownership and license transparency, and overall extractive sector management and administration;
- (d) supporting the improvement of the quantity, quality and availability of data and information to foster social accountability of extractives and increasing high quality data availability for decision-making processes;
- (e) integrating EITI into government systems, including public financial management and linking EITI with other reform and good governance efforts;
- (f) building capacity and providing technical assistance for civil society, parliamentarians, media and other relevant stakeholders in the extractives sector to use disclosed data provided in the reports and foster follow-up on recommendations triggered by data disclosed;
- (g) supporting capacity of local think tanks and civil society to undertake sociological surveys that trace inclusive citizen participation in making decisions;
- (h) supporting the development and dissemination of evidence-based studies, reports, surveys and knowledge products, on how transparency and traceability contribute to effective public institutions, policies, and better development outcomes;
- (i) supporting sub-national extractive industries resource management and social accountability;
and
- (j) building capacity for non-executive oversight of the sector.

Component 2: Building capacity and supporting governments in the development of sound legal, regulatory, contractual and fiscal frameworks, contract negotiation, and fiscal management for the extractives sector, including:

- (a) strengthening policy, legal and regulatory frameworks for the extractives sector;
- (b) designing model contracts and agreements;
- (c) strengthening institutions of government entities to manage and plan negotiations;
- (d) building capacity and frameworks for contract monitoring and regulatory enforcement;
- (e) improving fiscal regimes and tax administration for extractives industries;
- (f) supporting capacity of stakeholders outside the central government (communities, civil society organizations, local officials) to design, negotiate and manage local development agreements with extractive companies; and
- (g) supporting the structuring and negotiation of arrangements for public-private partnerships (PPPs) for extractive industries development, including planning, structuring and negotiating related dedicated and regional multi-use infrastructure including mid-stream infrastructure for oil, gas and/or mining.

Component 3: Supporting extractive industries for local content development (EILCD), including:

- (a) supporting identification, design and implementation of local content strategies at country (national, sub-national and local) level around the extractives sector, including local procurement, skills development programs, accreditation and standards programs, economic clusters, resource corridors, and special economic zones development programs; and
- (b) supporting identification, design and implementation of local content policies at country (national, sub-national and local) level and related institutional arrangements, including demand and supply gaps analysis, skills gap assessments, legal and regulatory review, and including the use of public-private dialogue mechanisms where appropriate.

Component 4: Strengthening institutions for growth through extractive industries, including:

- (a) supporting preparation of comprehensive institutional reviews of extractives institutions and agencies with an objective to design appropriate institutional mandates and design capacity building plans to improve their capacity to manage extractive industries projects across the value chain;
- (b) carrying out assessments of resource corridor and infrastructure development potential and planning;
- (c) providing technical assistance related to environmental and social impacts and mitigation related to extractive industries;

- (d) supporting gas as part of lower carbon energy growth;
- (e) building capacity to address health and safety issues that affect men and women in the extractives;
- (f) supporting multi-stakeholder dialogue and citizen engagement in advocating community rights and addressing impacts and risks, including dialogue around understanding community development agreements and monitoring their implementation, compliance and enforcement;
- (g) assisting in the design of extractives industries communication strategies, including management of expectations;
- (h) providing guidance on corporate governance issues, effective ownership and state-owned enterprises' management for a wide array of actors in extractive industries, including emerging markets and their companies;
- (i) supporting gender equality aspects of extractives;
- (j) supporting artisanal and small scale mining formalization;
- (k) supporting emergency responses related to extractives as approved by the Steering Committee (as defined in Annex 3); and
- (l) other topics as approved by the Steering Committee (as defined in Annex 3).

Component 5: Project management, including:

- (a) supporting the implementing agencies of Recipients (as defined in Annex 2 below) in fulfilling their respective operational and fiduciary responsibilities under the Grant Agreements (as defined in Annex 2 below); and
- (b) implementing Donor visibility measures.

3. Eligible Expenditures

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

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

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

3.1.3 For purposes of this section: (i) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)” includes salaries, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; (ii) “extended term consultants and temporaries” includes fees, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; and (iii) “short term consultants and temporaries” includes fees and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures.

3.1.4 The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the *World Bank’s Donor center secure 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.

3.2 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.

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. Activities are to be financed in accordance with the following program criteria, as applicable:

(a) in the case of country-focused activities:

- (i) consistency with one or more core elements of the relevant Bank Country Partnership Strategy;
- (ii) evident Bank client demand;
- (iii) Bank Country Director approval;
- (iv) wider benefits or results leveraged through synergies with other programs or projects implemented in Bank client countries (both knowledge and lending);
- (v) good potential for sparking innovation, reform, or scaling up existing reforms or projects; and
- (vi) non-interference with existing extractives contractual relationships, unless expressly approved by the relevant Bank Country Director pursuant to a detailed risk assessment.

(b) in the case of global activities:

- (i) evident Bank client demand;
- (ii) clearly defined audience and dissemination plan; and
- (iii) contribution to informing design and content reforms supported by the Bank’s Energy and Extractives Global Practice, including past programs analysis and forward looking new and innovative ideas, trends and developments.

6. Retroactive Financing

6.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of April 2, 2015 in accordance with the Bank's applicable policies and procedures.

7. Reporting

7.1. Progress reports under Section 4.1 of Annex 2 will be provided with reference to the results framework agreed by the Bank and the Donors, as such results framework may be reviewed by the Bank and the Donors from time to time.

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 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 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.

3.3 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.

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

4.1 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.

4.2 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.

5. Disbursement; Cancellation; Refund

5.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by October 31, 2020 (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 the Administration Agreement, unless otherwise agreed between the Bank and the Donor.

6. Disclosure; Dispute Resolution

6.1 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.

6.2 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.

7. Grants to Recipients

7.1 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.

7.2 The Bank shall be responsible for the supervision of the activities financed under any Grant Agreements. Subject to the consent of any relevant Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

7.3 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.

8. Trust Fund Fee

8.1 The Bank shall calculate a fee each time funds (the "Grant Amount") from the Trust Fund become committed under a Grant Agreement. Such commitment shall occur when such Grant Agreement is fully countersigned (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 on or prior to the Calculation Date (the "Cumulative Grant Total"). The calculated fee shall depend on where the Cumulative Grant Total stands as the Grant Amount is added and shall be determined in accordance with the following schedule:

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

8.2 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 Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.

Governance

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

1. A Steering Committee composed of high-level representatives from government and non-government organization Donors (excluding private sector Donors, as determined by the Program Secretariat) committing at least two million United States Dollars equivalent (US\$2,000,000 equivalent) and chaired by the Energy and Extractives Global Practice Senior Director in the Bank will meet at least once annually.
2. Private sector Donors (as determined by the Program Secretariat) will not be eligible to appoint a representative at the Steering Committee in view of potential and/or perceived conflicts of interest, but they may form part of Technical Working Groups (as described below), when deemed appropriate by the Program Secretariat and the Steering Committee.
3. Subject to the approval by the Steering Committee, additional representatives may participate in a Steering Committee meeting as observers.
4. The Steering Committee will: (a) endorse the annual multi-year work plan and budget prepared by the Program Secretariat (as described below); (b) provide feedback and guidance on the overall strategic direction and funding priorities, and review progress; and (c) endorse terms of reference and composition of Technical Working Groups (as described below).
5. Decisions by the Steering Committee will be made by consensus.
6. A Program Secretariat, located within the Bank's Energy and Extractives Global Practice, will include a Program Manager and other Bank staff and will have the following functions: (a) managing day-to-day operations of the Trust Fund, including administering the flow of funds, managing funding projections and plans, reviewing and approving proposals for funding (provided such proposals are within the work plan approved by the Steering Committee), and preparing periodic progress and results reports; (b) coordinating analysis of country level data at implementation to draw lessons learned and make adjustments as needed; (c) managing Donor relations, communications and outreach, including reaching out to potential donors; (d) providing administrative support to the Steering Committee, including organization and coordination of meetings; (e) submitting the annual multi-year work plan and budget to the Steering Committee for endorsement; (f) submitting terms of reference and composition for Technical Working Groups to the Steering Committee for endorsement; (g) coordinating the logistics and meetings of the Technical Working Groups.
7. Technical Working Groups may be proposed as relevant by the Program Secretariat to support specific aspects related to the various components described in Annex 1. Terms of reference and composition of Technical Working Groups will be designed and proposed by the Program Secretariat and will be subject to endorsement by the Steering Committee. Technical Working Groups will be comprised of Donor representatives focusing on specific components and technical matters and other stakeholders and/or observers where relevant as proposed by the Program Secretariat and endorsed by the Steering Committee.