Administration Arrangement between the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development, and the International Bank for Reconstruction and Development and the International Development Association concerning the Pollution Management and Environmental Health (PMEH) Multi-Donor Trust Fund (No. TF072335)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the "Bank") are pleased to acknowledge that the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development (DFID) (the "Donor", and together with the Bank, the "Parties" and each a "Party"), agrees to provide a sum not exceeding seven million six hundred thousand Pounds Sterling (GBP 7,600,000) (the "Contribution") for the Pollution Management and Environmental Health Multi-Donor Trust Fund, No. TF072335 (the "Trust Fund") in accordance with the terms of this Administration Arrangement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the "Pollution Management and Environmental Health Trust Fund Description" attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Arrangement, including the "Standard Provisions" attached hereto as Annex 2 and "Governance" details attached hereto as Annex 3.

3. The Donor will 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) On or before - November 30, 2015 – three million Pounds Sterling (GBP 3,000,000);
   (B) On or before March 1, 2017 - one million eight hundred thousand Pounds Sterling (GBP 1,800,000);
   (C) On or before March 1, 2018 – one million eight hundred thousand Pounds Sterling (GBP 1,800,000);
   (D) On or before March 1, 2019 - one million Pounds Sterling (GBP 1,000,000).

4. When making any deposit, the Donor will 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 TF072335 (the Pollution Management and Environmental Health Multi-Donor Trust Fund), and the date of the deposit (the "Deposit Instructions"). In addition, the Donor will provide a copy of the Deposit Instructions to the Bank's Accounting Trust Funds Division by e-mail sent to tpremitadvice@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 Arrangement will 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"):

Jostein Nygard
Senior Environmental Specialist
Environment and Natural Resources
The World Bank
1818 H Street, NW
Washington, DC 20433
Tel: (202) 458-5660
E-mail: jnygard@worldbank.org

For the Donor (the "Donor Contact"):

Alessandro Moscuzza
Climate Change and Environment Adviser / PMEH Senior Responsible Owner
Department for International Development
22 Whitehall, London SW1A 2EG
United Kingdom of Great Britain and Northern Ireland
Tel: +44 207 023 1706
E-mail: A-Moscuzza@dfid.gov.uk

6. In the event any amounts are to be returned to the Donor under this Administration Arrangement, the Bank will transfer such amounts to the Donor, unless otherwise agreed with the Bank.

7. In providing funds under this Arrangement, the Donor does not intend to accept any responsibility or liability towards any third parties for any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

8. All references made in the Annexes to “Agreement” and “shall” will have the same meaning as the terms “Arrangement” and “will” herein.

9. All annexes hereto constitute an integral part of this Administration Arrangement, whose terms taken together will constitute the entire agreement and understanding between the Donor and the Bank. Unless otherwise specified in an annex hereto, this Administration Arrangement may be amended only by written amendment between the Bank and the Donor; provided, however, that any annexes to this Administration Arrangement may be amended only by written amendment of all donors contributing to the Trust Fund.

10. It is understood that this Administration Arrangement, including any annexes, is not an international treaty. It is an administration arrangement between the Bank and Donor.

11. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Administration Arrangement and act in accordance with these terms and conditions.
The Parties are requested to sign and date this Administration Arrangement, and upon possession by the Bank of this fully signed Administration Arrangement, this Administration Arrangement will become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: Mr. Bilal I. Rahill
Acting Senior Director, Environment and Natural Resources Global Practice
Date: 10/5/15

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Signature: [Signature]
Name: Prof. Tim Wheeler
Title: Deputy Chief Scientific Advisor
Date: 9 October 2015
ANNEX I

Pollution Management and Environmental Health 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 Arrangements" and each an "Administration Arrangement") between the Bank and any entities that provide any funds to the Trust Fund (collectively, the "Donors").

1. Objectives

The objective of the Trust Fund is to help client countries in reducing air-, land- or water-based pollution and its impacts on health through technical assistance to support improved pollution management; knowledge generation and exchange to improve the understanding of pollution and its health impacts; and raising the awareness of pollution-health linkages among policy makers, planners, academics and other national or international stakeholders.

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:

(1) Support the development of robust Air Quality Management (AQM) planning in selected countries and/or cities (among them Chinese cities initially), including through capacity building and international collaboration (in particular South-South collaboration) that will enhance improved human health conditions and reduce climate change pollution.

(2) Support the development of robust Land Pollution Management (LPM), by providing advice to the recipient, focusing on chemicals and toxics and their health risks, including through the development of Toxic Sites Identification Programs, National Toxic Action Plans, and brownfield remediation programs.

(3) Support the development of LPM to protect marine environments, by providing advice to the recipient, focusing on development of water quality management reports in selected marine areas, Plastic Waste Management Programs, and south-south collaboration on marine pollution management.

(4) Undertake research activities to: fill existing gaps in the understanding of the impacts of pollution on human health, economic productivity and growth in developing countries; develop innovative solutions to reduce pollution levels in developing countries and mitigate the impact of pollution on poor people; and help manage the linkages between pollution and environmental health and short-lived climate pollutants.

(5) Disseminate knowledge, raise awareness, and promote research uptake among policy makers and planners for improved pollution management and environmental health.

(6) Provide implementation support and supervise recipient-executed activities.
2.2 Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:
(1) Provide grants to recipients for purchasing and becoming familiar with technical equipment to monitor and analyze pollution in selected cities.
(2) Provide grants to recipients to support expanded work on health impact assessments from high particulate matter concentrations, to enhance both local AQM and/or the development of global guidelines.

3. Eligible Expenditures

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

(1) Associated Overheads;
(2) Consultant Fees Individuals and Firms;
(3) Contractual Services;
(4) Equipment and Office Premises Lease Cost;
(5) Extended Term Consultants;
(6) Media, Workshop, Conference and Meeting;
(7) Staff Costs - with indirect Costs;
(8) Temporary Support Staff Costs; and
(9) Travel Expenses.

3.2 For Recipient-executed activities, the Trust Fund funds may be used to finance:
(1) Consulting;
(2) Goods;
(3) Operating Costs; and
(4) Training.

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.
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 will 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 will 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") will 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 will 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 will 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 Arrangements. 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 deduction from each Installment, an amount equal to two percent (2%) per Installment as an administrative fee for the Trust Fund.

3.2 In addition, costs incurred by the Bank for other expenses, such as for program management and Trust Fund administration, that are (i) not covered by the percentage deduction specified above as an administrative fee and (ii) not included under Annex 1 of the Administration Agreements in accordance with the Bank's applicable policies and procedures will be charged to the Trust Fund on an actual basis up to a maximum of five percent (5%) of the total Contributions under all Administration Agreements.

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 will 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.

4.5 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.

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 will 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 shall be fully disbursed by the Bank by December 31, 2020 (the "End Disbursement Date"). The Bank will 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.

8. **Grants to Recipients**

8.1 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.

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.
Governance

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

A Steering Committee, consisting of representatives from the Bank and each Donor, will be established to:

(a) provide strategic guidance on the implementation of the Trust Fund objective; (b) provide inputs to the annual work program; and (c) discuss progress on the implementation of activities funded by the Trust Fund.

The Steering Committee will meet at least annually, and the meetings will be chaired by the Bank; decisions will be made by consensus. For purposes of knowledge sharing and coordination, the Steering Committee may invite partner countries and/or institutions (such as the World Health Organization (WHO) or the Climate and Clean Air Coalition (CCAC)/United Nations Environment Programme (UNEP)) to participate in its meetings as observers.

The Bank will be responsible for making decisions with respect to the allocation of funds, the implementation of Bank-executed activities, including the development of work programs, and the supervision of Recipient-executed activities.