Amendment No. 2 to the Administration Agreement between the Rockefeller Foundation and the International Bank for Reconstruction and Development and the International Development Association regarding the Digital Jobs in Nigeria Single-Donor Trust Fund (No. TF072633)

1. Reference is made to the Administration Agreement between the Rockefeller Foundation (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) regarding the Digital Jobs in Nigeria Single-Donor Trust Fund No. TF072633 (the “Trust Fund”) effective as of October 5, 2016, as amended (the “Administration Agreement”)

(a) Paragraph 5 of the Administration Agreement shall be deleted and replaced with the following:

“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”):

Junko Narimatsu
ICT Policy Specialist
Transport and Digital Development Global Practice
The World Bank Group
1818 H Street NW
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For the Donor (the “Donor Contact”):

Erica Guyer
Deputy General Counsel
The Rockefeller Foundation
420 Fifth Avenue, New York, NY 10018
Tel: 212.852.8265
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Managing Director
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Tel: 011.254.20.4987000
Fax: 011.254.20.2722613
E-mail: mbiteye@rockfound.org”
(b) Paragraph 5.1 of Annex 2 shall be deleted and replaced with the following:

“5.1. It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by June 30, 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.”

3. All other terms of the Administration Agreement shall remain the same.

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

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: __________________________
Name: Rachid Benmessaoud
Title: COUNTRY DIRECTOR FOR NIGERIA
Date: 21-Mar-2019

THE ROCKEFELLER FOUNDATION

By: __________________________
Name: Erica Guyer
Title: Deputy General Counsel
Date: 25-Mar-2019