Administration Arrangement Between the Ministry of Foreign Affairs of Japan and the International Development Association concerning the Ebola Recovery and Reconstruction Trust Fund (TF No. 072305)

1. The International Development Association (the “Bank”) acknowledges that the Ministry of Foreign Affairs of Japan (the “Donor”, and together with the Bank, the “Participants” and each a “Participant”) will provide the sum of twenty million United States Dollars (USD 20,000,000) (the “Contribution”) for the Ebola Recovery and Reconstruction Trust Fund, TF No. 072305 (the “Trust Fund”) in line 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 “Trust Fund Description,” attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in line with the terms of this Administration Arrangement, including the “Standard Provisions” attached hereto as Annex 2.

3. The Donor will deposit the Contribution promptly following countersignature in the full amount and currency (“Contribution Currency”) specified in Section 1 above into such bank account designated by the Bank upon submission of a payment request by the Bank (such deposit being an “Installment”).

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 TF No. 072305 (the Ebola Recovery and Reconstruction 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 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 Arrangement will be in writing and delivered by mail, fax or e-mail to the respective Participant’s address specified below or at such other address as such Participant notifies in writing to the other Participant from time to time:

For the Bank (the “Bank Contact”):

Ivar Cederholm
Senior Operations Officer
The World Bank
1818 H Street NW
Washington, DC 20433, USA
Tel: 1-202-473-8184
Fax: 1-202-522-3329

For the Donor (the “Donor Contact”):

Hiroomi Yamaguchi
Second Secretary
Embassy of Japan
2520 Massachusetts Avenue NW,
Washington, DC, 20008, USA
Tel: 1-202-238-6748
Fax: 1-202-265-9473

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 arranged with the Bank. When making any deposit, the Bank will 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 TF No. 072305 (the Ebola Recovery and Reconstruction Trust Fund), and the date of the deposit.

7. All Annexes hereto constitute an integral part of this Administration Arrangement, whose terms taken together will constitute the entire Arrangement and recognitions between the Donor and the Bank. Unless otherwise specified in an annex hereto, this Administration Arrangement may be modified only by written modification between the Bank and the Donor; provided, however, that any Annexes to this Administration Arrangement may be modified only by modifications in writing by all donors contributing to the Trust Fund.

8. It is understood that this Administration Arrangement, including any annexes, is an administrative arrangement between the Trustee and the Donor. The use of certain terminology in the Annexes (for example, “agree” and “amended”) reflects consistency with terms applicable to existing donors with respect to the commingled funds in the Trust Fund and is not intended to affect this status of this arrangement.

9. Each of the Participants represents, that it is authorized to enter into this Administration Arrangement and act in line with these terms and conditions. The Participants 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 operative as of the date of the last signature.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ____________________________
Name: Makhtar Diop
Title: Vice President, Africa Region
Date: 31/10/2015

THE MINISTRY OF FOREIGN AFFAIRS OF JAPAN

By: ____________________________
Name: Kaoru Yamanouchi
Title: Economic Minister, Embassy of Japan
Date: 03/10/2015
Trust Fund Description

This Annex will be applicable to and form an integral part of all administration agreements and arrangements 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 objective of the Trust Fund is to provide flexible financing for Africa to respond to the economic and social impacts across sectors, including supporting the building of resilient health systems, in light of the unprecedented Ebola outbreak in Africa. The focus is on both the immediate and longer-term responses at the country level (including through regional action) and targeted to multiple sectors and purposes.

2. Activities

The activities to be financed by the Trust Fund are:

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

(a) Technical assistance and capacity building activities aimed at improving the design and effectiveness of systems to respond to Ebola and similar outbreaks, such as assessments of policies and programs in relevant areas of intervention, either for immediate response or improving systems for longer term policies and programs, including, among other areas, with respect to health systems, as well as systems that protect basic services and safety nets.

(b) Undertaking knowledge and evaluation activities, including, but not limited to, analytical briefs, policy notes, other reports and recommendations, capacity building and training, South-South exchanges, and any evaluations of projects funded by and overall performance of the Trust Fund.

(c) Program management, administration and operational activities for the Trust Fund, including, but not limited to, arranging meetings of the CG (as defined below), progress reporting, program monitoring and evaluation, developing and disseminating lessons learned, operating the Trust Fund, and processing project proposals, appraising, monitoring, supervising and evaluating the execution of recipient-executed activities funded by the Trust Fund.

2.2 Recipient-executed activities, for which Recipients (as defined in Annex 2 to the Administration Agreement) have implementation responsibility:

(a) Provision of grants to selected Recipients to meet the objectives of the Trust Fund in providing flexible financing to respond to the economic and social impact, including supporting the building of resilient health systems, in light of the unprecedented Ebola outbreak in Africa.

3. Eligible Expenditures

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

a) Associated Overheads
b) Consultant Fees for Firms
c) Short Term Consultant Costs – with Indirect Costs
d) Contractual Services
e) Equipment and Office Premises Lease Cost
Any Equipment Purchased under e) above will be transferred to 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 form the Bank. If such disposal method is not feasible, the Bank will 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.

3.2 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. Retroactive Financing

5.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of September 30, 2014, in accordance with the Bank’s applicable policies and procedures.

6. Governance

6.1 The Donors agree that the Bank has responsibility for Trust Fund operations under the terms of this Administration Agreement, including with respect to the allocation of funds, the implementation of Bank-executed activities and the supervision of Recipient-executed activities. For clarity, decisions on work programs and allocation of funds will be made by the Bank.

6.2 A Consultative Group (the “CG”) will be established to: (i) provide strategic guidance and direction on the implementation of activities financed by the Trust Fund; and (ii) discuss the progress in the implementation of such activities. The CG comprise 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 at least once annually. Meetings may be conducted virtually or physically.

6.3 Progress reports under Section 5.1 of Annex 2 will be provided with reference to the results framework agreed by the Bank and the Donor, as such results framework may be reviewed by the Participants from time to time.
**Standard Provisions**

This Annex will be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors. Donors must contribute a minimum of one million United States Dollars (or the equivalent) to the Trust Fund.

1. **Administration of the Contributions**

1.1 The Bank will 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 of 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 will 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 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 will 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 will 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 will 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 will credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.
3. **Trust Fund Fees**

3.1 The Bank will 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 Each Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees 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 will maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and disbursements made therefrom.

4.2 The Bank will 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 will be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

4.3 The Bank will 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 will 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. If such an audit is agreed to be necessary and if all donors to the Trust Fund concur with the relevant Donor’s request for such an audit, the Bank and the Donor will agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank will arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, will be borne by the requesting Donor.

4.5 The Bank will 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 will 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 will agree on the scope and conduct of such
review or evaluation, and the Bank will 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, will 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 September 30, 2021 (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 amendment made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank will 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 agreement entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreement, prior to the receipt of such notice. In the event of a cancellation, the Bank will 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 will 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 will 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 will, as administrator of the Trust Fund on behalf of the Donors, enter into one or more grant agreements (the “Grant Agreement”) with recipients (the “Recipients”) for Recipient-executed activities 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 net of amounts for Bank-executed activities.

8.2 The Bank will 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 will 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 will afford the Donors the opportunity to exchange views before effecting any such modification or exercising any such remedy.