

***Amendment No. 6 to the Amended and Restated Administration Agreement between the Norwegian Agency for Development Cooperation and the International Bank for Reconstruction and Development and the International Development Association regarding the Multi-Donor Trust Fund for the Global Financing Facility (GFF) in Support of Every Woman Every Child (Trust Fund TF No. 070955)***

***Amendment No. 1 to the Supplemental Agreement between the Norwegian Agency for Development Cooperation and the International Bank for Reconstruction and Development and the International Development Association regarding the Multi-Donor Trust Fund for the Global Financing Facility (GFF) in Support of Every Woman Every Child (Trust Fund No. 072645 parallel to original Trust Fund No. 070955)***

1. Reference is made to the Amended and Restated Administration Agreement between the Norwegian Agency for Development Cooperation (“NORAD” or the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”) regarding the Multi-Donor Trust Fund for the Global Financing Facility (GFF) in Support of Every Woman Every Child (Trust Fund No. 070955) (“Original Account”) effective as of December 4, 2009, as amended (the “Administration Agreement”).

2. Reference is also made to the Supplemental Agreement between the Donor and the Bank regarding Multi-Donor Trust Fund for the Global Financing Facility (GFF) in Support of Every Woman Every Child (Parallel Trust Fund No. 072645 (the “Parallel Account”) effective as of December 7, 2017 (the “Supplemental Agreement”).

3. The Parties agree to amend the Administration Agreement as follows:

(a) Paragraph 8.1 of Annex 2 shall be deleted and replaced with the following:

“8.1. It is expected that the Contributions shall be fully disbursed by the Bank in accordance with the provisions of this Agreement by December 31, 2025. The Bank will only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.”

(b) Annex 3 to the Administration Agreement is deleted and replaced by a new Annex-3 attached herewith.

4. In addition, the Parties agree to amend paragraph 6 of the Supplemental Agreement to read as follows:

“6. The Parallel Account, including with respect to the Contribution funds and any other funds contributed thereto, shall be governed by the terms of the Administration Agreement, except that the revisions specified in the Schedule attached to this Supplemental Agreement shall apply. The End Disbursement Date for purposes of the Parallel Account is December 31, 2030.”

5. All other terms of the Administration Agreement and the Supplemental Agreement shall remain the same.

6. 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 and respective amendments signed by all other donors to the Trust Fund, this Amendment shall become effective as of the date of the last signature.

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

By: Timothy Grant Evans  
Timothy Grant Evans  
Senior Director  
Health, Nutrition and Population Global Practice

Date: 14-Mar-2019

**NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION**

By: Lene Lothe  
Lene Lothe  
Head of Global Health Section

Date: 19/3 - 2019

**Governance**

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

The Trust Fund is governed by the terms of this Administration Agreement and the Trust Fund Governance Document for the Global Financing Facility for Women, Children and Adolescents, as such document may be amended from time to time in accordance with its terms (the "Governance Document"). The current Governance Document is provided as Attachment 1 to this Annex 3 for informational purposes only. Any amendments to the Governance Document, made in accordance with its terms, will become applicable to this Administration Agreement as such amendments take effect without further need to amend this Administration Agreement; provided that such amendments do not conflict with Bank policies and procedures and provided further that in the event of any conflict with other parts of this Administration Agreement, the terms of this Administration Agreement shall prevail.

**TRUST FUND GOVERNANCE DOCUMENT FOR THE GLOBAL  
FINANCING FACILITY FOR WOMEN, CHILDREN AND  
ADOLESCENTS**

**Adopted on February 4, 2019**

**1. THE GFF TRUST FUND COMMITTEE**

The Trust Fund Committee's purpose is to facilitate coordination and collaboration among donors (Donors) to the Global Financing Facility for Women, Children and Adolescents (GFF) Trust Fund (defined as one or more trust funds dedicated to the GFF and administered by the Bank) and the Bank in supporting mobilization and use of resources catalytically and sustainably to achieve optimal impact.

The GFF Trust Fund is managed and administered by the Bank under the terms of administration agreements and arrangements entered into by the Bank and each Donor, which incorporate this Trust Fund Governance Document

The Trust Fund Committee draws advice from the GFF Investors Group, which comes together regularly at the global level to discuss progress and how to strengthen collaboration. The GFF Investors Group operates under the terms of its applicable governance document.

**1.1 Composition**

The Trust Fund Committee comprises representatives of the Bank, including as Chair, and representation from Donors. All Donors have representation on the Trust Fund Committee, whether direct or through constituencies, except under subparagraph (c) below. The Secretariat will keep track of Trust Fund Committee membership.

**(a) Direct Representation**

Each Donor making a commitment by way of entering into legal agreement(s) with the Bank to contribute to the GFF Trust Fund will have a dedicated decision-making seat (direct representation) on the Trust Fund Committee for the period indicated below:

- (i) One year after commitments reach an aggregate amount of USD 30 million.
- (ii) An additional year each time commitments reach an added aggregate amount of USD 20 million.
- (iii) For the duration of the Trust Fund Committee after commitments reach an aggregate amount of USD 200 million.

Direct representation on the Trust Fund Committee commences on the Trust Fund Committee meeting that follows the execution of the relevant legal agreement. The date of the Trust Fund Committee when direct representation commences will be communicated by the Secretariat to the Donor. Notwithstanding the above, a Donor who had direct representation prior to the effectiveness of this Trust Fund Governance Document may keep its direct representation until at least June 30, 2022.

**(b) Constituency Representation**

Any donor without direct representation under subparagraph (a) above may be represented through a constituency as follows:

- (i) Through a Donor that has direct representation; provided that the Donor having direct representation agrees to such representation.
- (ii) With other Donors without direct representation, all of which collectively will have one seat.

Any constituency is entitled to one decision making seat on the Trust Fund Committee. Donors in the constituencies will agree on the arrangements for their representation and the Secretariat can facilitate such arrangement, as necessary.

**(c) No Representation**

Notwithstanding the above, for-profit private sector Donors will have no representation on the Trust Fund Committee, including with respect to Section 3.1 below, unless requested by that Donor and agreed by the Trust Fund Committee.

**(d) Attendance**

All Trust Fund Committee representatives are expected to be designated senior level representative, with the possibility of a designated alternate. All representatives are expected to ensure regular attendance at Trust Fund Committee meetings through themselves or their alternates. The Chair may invite other stakeholders to observe Trust Fund Committee meetings.

**1.2. Decision Making**

Decision-making by the Trust Fund Committee is by consensus in meetings and no-objection virtual processes handled by the Secretariat between meetings. Consensus and no objection approval need not reflect unanimity. Trust Fund Committee members may abstain or dissent for the record without blocking a decision and ability to proceed.

The Trust Fund Committee is expected to meet semi-annually. Trust Fund Committee meeting locations, dates and agendas are coordinated by the Secretariat.

**1.3. Roles and Responsibilities**

The roles and responsibilities of the Trust Fund Committee include:

- 1. *GFF Trust Fund Strategy and Operations*
  - a) Contribute to defining the principles, strategic funding approaches and priorities that guide the support of the GFF Trust Fund to country investment cases (Investment Cases).
  - b) Provide strategic guidance on the GFF Trust Fund's approach for global support of reproductive, maternal, newborn, child and adolescent health and nutrition (RMNCAH-N), including Sexual Reproductive Health and Rights (SRHR), and related approaches for health financing, domestic resource mobilization, private sector engagement and civil registration and vital statistics (CRVS) systems.
  - c) Review annual reports prepared with reference to the Results Framework.
  - d) Periodically review the GFF strategy to identify and manage risks.

## 2. *GFF Trust Fund Allocations*

- a) Decide which countries are eligible as recipients or beneficiaries of GFF Trust Fund support and approve the selection of countries for GFF trust fund financing.
- b) Review project pipelines and funding allocation envelopes for GFF Trust Fund support of Investment Cases.
- c) Review the annual plan and approve the allocation of Trust Fund financing to global public goods.
- d) Review the Secretariat's annual work plans and budget.
- e) Review and approve funding requests for entities eligible to receive funds by way of transfers from the GFF Trust Fund, including IFC ("Eligible Transferees").
- f) Review periodic financial reports of the GFF Trust Fund.

## 3. *Partner Engagement and Resource Mobilization*

- a) Promote collaboration with a wide and diverse range of stakeholders to maximize the impact of GFF Trust Fund-supported activities, including support to Investment Cases.
- b) Solicit nominations from the GFF Investors Group for the position of GFF Investors Group chair, and select a candidate from such nominations.
- c) Mobilize, in coordination with the Secretariat, additional contributions and donors to the GFF Trust Fund.
- d) Promote mobilization of external and domestic resources for Investment Cases.

## 2. **SECRETARIAT**

### 2.1. **Composition**

The Secretariat is comprised of professional and administrative staff employed by the Bank, which may include secondments. The Secretariat operates under Bank management and in accordance with Bank policies and procedures.

### 2.2 **Roles and Responsibilities**

The roles and responsibilities of the Secretariat include:

#### 1. *GFF Trust Fund Strategy and Operations*

- a) Develop principles, strategic funding approaches and priorities to guide Investment Cases.
- b) Conduct periodic strategy reviews with the Trust Fund Committee to identify and manage risks.
- c) Arrange any mid-term reviews and independent evaluations.
- d) Prepare annual work plans and budget for review by the Trust Fund Committee.
- e) Update the country eligibility list for review and approval by the Trust Fund Committee.
- f) Present project pipelines for GFF Trust Fund support of Investment Cases.
- g) Present project pipelines/activities for IFC and other Eligible Transferees for Trust Fund Committee approval.

#### 2. *Program Management and Administration*

- a) Provide annual and mid-year updates on the consolidated financial reports for the GFF Trust Fund at an aggregate level, in addition to the standard financial reports provided by the Bank through the Development Partner Center.
- b) Organize GFF Investors Group and Trust Fund Committee meetings.
- c) Coordinate and maintain records on Trust Fund Committee membership, including constituencies, designated representatives and alternates.

- d) Prepare the annual report of the GFF.
- e) Support GFF Trust Fund resource mobilization, as well as broader GFF resource mobilization, partner engagement and communications.
- f) Support the GFF's global work on RMNCAH, including results monitoring, synthesizing learning from country experiences, facilitate learning and knowledge exchange about RMNCAH-N.

### **3. GENERAL**

3.1 This Trust Fund Governance Document becomes effective upon adoption by the Trust Fund Committee on a no-objection basis. Thereafter, amendments to this document may be proposed to the Secretariat for the Trust Fund Committee consideration and approval. The Secretariat maintains and distributes the records of any such amendments. Amendments to this document are expected to apply directly to all GFF Trust Fund administration agreements and arrangements, as stated therein, without further need to amend such administration agreements and arrangements; provided such amendments (i) do not conflict with the terms of such administration agreements and arrangements; and (ii) are consistent with the Bank's applicable policies and procedures (and of any Eligible Transferee with respect to its transferred amounts), both of which prevail over this Trust Fund Governance Document in case of conflict.

Nothing in this Trust Fund Governance Document is intended to or may be considered a waiver of, or impair or limit, any privileges or immunities of any Trust Fund Committee participant under its relevant governing documents, or under any applicable law, all of which are expressly reserved."