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 Multi-Donor Trust Fund for the Sahel Adaptive Social Protection Program Trust Fund (No. TF072151)

1. The International Bank for Reconstruction and Development and Development and the International Development Association (collectively, the "Bank") acknowledge that the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development ("DFID") (the "Donor") will make available the sum of forty seven million Pounds Sterling (£47,000,000) (the "Contribution") for the Multi-Donor Trust Fund for the Sahel Adaptive Social Protection Program, TF072151 (the "Trust Fund") in accordance with the terms of this Arrangement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Arrangement.

2. The Contribution shall be used to finance the activities set forth in the "Description of Activities of the Multi-Donor Trust Fund for the Sahel Adaptive Social Protection Program" attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Arrangement, including the "Standard Provisions" attached hereto as Annex 2 and "Governance" attached hereto as Annex 3.

3. The Donor shall 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) Promptly following the countersignature: £1,200,000  
(B) By August 30, 2014, £4,300,000  
(C) By January 30, 2015, £4,000,000  
(D) By May 31, 2015, £6,500,000  
(E) By November 31, 2015, £9,000,000  
(F) By May 31, 2016, £9,000,000  
(G) By November 31, 2016, £7,000,000  
(H) By May 31, 2017, £6,000,000

4. 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 the Multi-Donor Trust Fund for the Sahel Adaptive Social Protection Program (TF072151), 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 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 Arrangement 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:
6. 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’s applicable donor balance account with the Bank, unless otherwise agreed with the Bank.

7. All annexes hereto constitute an integral part of this Arrangement, 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 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.
8. It is understood that this Arrangement, including any annexes, is not an international treaty. It is an administrative arrangement between the Trustee and the Donor. All references made in the Annexes to "Arrangement" will have the same meaning as the term "Agreement herein". Each of the undersigned represents, by confirming its acceptance below, that it is authorized to enter into this Arrangement and act in accordance with its provisions. The Bank and the Donor are each requested to sign and date this Arrangement, and upon possession by the Bank of this fully signed Arrangement, this Administration Arrangement shall become carried out as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 
Name: Boutheïna Guermazi
Title: Acting Regional Integration Director
Date: March 04, 2014

DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

By: 
Name: Richard Dinkah
Title: Deputy Director, Africa Regional Department
Date: 10/3/14
Trust Fund Description
Multi-Donor Trust Fund for the Sahel Adaptive Social Protection Program

This Annex shall be applicable to and form an integral part of all administration arrangements for the Trust Fund (collectively, the “Administration Arrangement” 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 increase access to effective adaptive social protection systems for poor and vulnerable populations in the Sahel.

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:

   (a) Knowledge activities including: (i) creation, documentation and dissemination of analysis of poverty, climate change risk assessment, and other sources of vulnerability, labor market, etc., and program practices; (ii) evaluations of government social protection pilots and programs, and (iii) knowledge dissemination and south-south learning exchange activities, possibly including interested countries besides those in the Sahel.

   (b) Technical assistance (TA) and capacity building aimed at improving the design, effectiveness and sustainability of social protection policies and programs. The key objective would be to provide advisory support to policy dialogue and program design towards the establishment of adaptive social protection systems. Some of these activities would be carried out in the form of just-in-time TA following requests from governments to respond to specific needs that might rise. It is envisioned that some of the regional research and TA activities should focus on the how to foster and improve the use of information and early warning systems for planning social protection responses. This work would be Bank-executed and Bank internal procedures for AAA work and just-in-time response would apply to activities supported by this window. Expected outputs for the just-in-time TA would include: TORs; recommendations, technical visits; power point presentations; and video conferences.

   (c) Costs related to operational activities: this window would also cover the costs related to operational activities, including Bank staff costs (and other related consultant and travel costs) for preparation, appraisal, and supervision of recipient-executed programs and projects financed or co-financed by the proposed programs.

2.1.2 Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

   (a) Direct Investment Grants to governments for piloting promising learning and innovation approaches with the objective of building institutions and procedures for setting up social protection systems.

   (b) Investment Grants to complement IDA funded projects. Grants funded under this window would complement current or newly developed project. The focus would be on specific innovative program
components that would maximize the probability of vulnerable household graduating out of poverty, enhance human development outcomes, and increase participation in the growth process.

3. **Eligible Expenditures**

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

(a) Associated Overheads  
(b) Consultant Fees Individuals and Firms  
(c) Contractual Services  
(d) Equipment and Office Premises Lease Cost  
(e) Extended Term Consultants – No indirects  
(f) Extended Term Consultants  
(g) Field Assignment Benefits  
(h) Media, Workshop, Conference and Meeting  
(i) Staff Costs – with indirect costs  
(j) Staff Costs – No indirect costs  
(k) Temporary Support Staff Costs  
(l) Temporary staff costs – no indirects  
(m) Travel Expenses

3.1.2 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.

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

(a) Civil works  
(b) Consulting  
(c) Goods  
(d) Operating Costs  
(e) Training  
(f) Other

Expenditures for cash transfers to targeted beneficiaries under cash transfer programs, public work programs or other types of transfer programs in line with the overall objective of the MDTF will also be eligible.

4. **Program Criteria**

4.1 Social protection World Bank task teams will identify proposed activities in consultation with governments, country management units, development partners, focal points and other World Bank colleagues as relevant to ensure coherence with regional and country priorities and adequate links with disaster risk management and climate change adaptation. The proposals will be prepared by task teams and submitted to the MDTF management team who would, on an annual basis, prepare a proposed work program, taking into consideration the relevance of proposed activities to the overall objectives of the program (using below program criteria). Once cleared by the Operational Committee, all activities would have to follow standard World Bank procedures. Analytical activities will be closely coordinated with the World Bank Africa Chief Economist Office as needed.
4.2 Activities to be financed will have to adhere to the following program criteria:

(a) Strategic fit within the country’s overall strategy for social protection policy;
(b) quality of proposed activity;
(c) technical soundness and realism;
(d) innovation and capacity of generating new knowledge;
(e) clear links to adaptation;
(f) clearly defined and measurable outputs and outcomes; and
(g) attention to dissemination, learning and knowledge sharing.

5. **Retroactive Financing**

5.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures under Bank-executed activities made as of December 19, 2013 in accordance with the Bank’s applicable policies and procedures.

This Annex shall be applicable to and form an integral part of all Administration Arrangements 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 Arrangement 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 Arrangement 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 the United States Dollar (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 Arrangements in accordance with the Bank’s applicable policies and procedures shall be charged to the Trust Fund on an actual basis up to a maximum of three percent (3%) of the total Contributions under all Administration Arrangements.

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 Arrangement, 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 Arrangements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Arrangements or from new Donors under new Administration Arrangements.

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 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.
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 shall 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 will be fully disbursed by the Bank by June 30, 2018 (the “End Disbursement Date”). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Arrangement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Arrangements 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 Arrangement 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 Arrangement, 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 Arrangement; unless otherwise agreed between the Bank and the Donor.

7. Disclosure; Dispute Resolution

7.1 The Bank shall disclose the Administration Arrangements and related information on this Trust Fund in accordance with the Bank’s Policy on Access to Information. By entering into Administration Arrangements, the Donors consent to such disclosure of their respective Administration Arrangements and such related information.

7.2 In providing funds under this Administration Arrangement, the Donors do 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.

7.3 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 Arrangements.
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 Arrangement 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 made available under the Administration Arrangements 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.
This Annex shall be applicable to and form an integral part of all Administration Arrangements between the Bank and the respective Donors.

A Consultative Group for the Multi-Donor Trust Fund (MDTF) will be established and comprise the MDTF management team, relevant social protection sector manager and other Bank staff as necessary, and MDTF donor representatives.

The Consultative Group would be responsible for: (a) providing guidance and advice for the MDTF, within the parameters of the Administrative Arrangements of the MDTF; and (b) discussing the MDTF work program and the performance and progress of the activities implemented based on an annual report (prepared by the MDTF management team) on the progress and accomplishments of the program.

The Consultative Group would meet once a year. If needed, the Consultative Group may be convened in between the annual meetings for specific briefings.