Supplemental Agreement Trust Fund Administration Agreement between the Kingdom of the Netherlands and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi-Donor Trust Fund for Justice Sector Support in the Republic of Serbia

(Trust Fund No. TF072762 parallel to original Trust Fund No TF071444)

1. Reference is made to the Administration Agreement between the Kingdom of the Netherlands (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 Justice Sector Support in the Republic of Serbia (Trust Fund No. TFO71444) effective as of November 24, 2015, as may have been amended (the "Administration Agreement").

2. In connection with the Administration Agreement, and in support of the Multi-Donor Trust Fund for Justice Sector Support in the Republic of Serbia, the Bank acknowledges that the Donor agrees to provide a contribution in the amount of six hundred thousand Euros (EUR 600,000) (the "Contribution") in accordance with the terms of this Supplemental Agreement (the "Supplemental Agreement").

3. In order to apply the Bank’s new cost recovery provisions, the Bank has established a new parallel trust fund account (Trust Fund No. TF072762) (the “Parallel Account”) for purposes of receiving contributions for the Justice Sector Support in the Republic of Serbia Multi-Donor Trust Fund, which will be administered in parallel with the original trust fund account (Trust Fund No. TF071444) (the “Original Account”), of which both accounts constitute the Multi-Donor Trust Fund for Justice Sector Support in the Republic of Serbia.

4. The Donor shall deposit the Contribution in the currency specified in paragraph 2 above into such bank account designated by the Bank promptly following countersignature of this Supplemental Agreement and submission of a payment request by the Bank.

5. The Bank shall convert the Contribution funds into the holding currency of the Trust Fund, namely United States Dollars, where applicable, promptly upon receipt of the Contribution funds at the exchange rate obtained by the Bank on the date of the conversion. Where the Contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

6. When making a 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 Trust Fund No. TF072762 (Multi-Donor Trust Fund for Justice Sector Support in the Republic of Serbia), 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 (202) 614-1315.

7. 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.

8. For clarity, (a) subject to paragraph 7 above, all other terms of the Administration Agreement, as such terms may be amended from time to time, shall apply to the funds in the Parallel Account; and (b) all funds in the Original Account shall be governed by the terms of the Administration Agreement, as such terms may be amended from time to time, without regard to this Supplemental Agreement.
9. At the date of Bank's signature of this Supplemental Agreement, the Indirect Rate (as defined in the Schedule to this Supplemental Agreement) is 17%.

10. The Bank shall disclose this Supplemental Agreement in accordance with the Bank's Policy on Access to Information. By entering into this Supplemental Agreement, the Donor consents to such disclosure.

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

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ___________________________

Linda Van Gelder

Country Director

Date: 26-Nov-2018

THE KINGDOM OF THE NETHERLANDS

By: ___________________________

Marielle van Miltenburg

Date: 19/12/2018
Schedule

Revisions to the Administration Agreement for Purposes of the Parallel Account Only

(A) Section 3 (Administrative Cost Recovery) of Attachment 2 of the Administration Agreement is hereby eliminated.

(B) The first paragraph under Section B of Attachment I of the Administration Agreement is hereby substituted with the following terms:

"B. The following eligible expenditures categories may be used to finance Bank-executed activities:

(a) contractual services;
(b) equipment and office premises lease cost;
(c) media, workshops, conferences and meetings;
(d) travel expenses;
(e) short-term consultants and temporaries;
(f) extended term consultants and temporaries;
(g) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)

1. For purposes of the above expenditure categories:

(i) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)” includes salaries, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures;

(ii) “extended term consultants and temporaries” includes fees, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; and

(iii) “short term consultants and temporaries” includes fees and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures.

2. The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the Development Partner Center website, as such rate may be revised from time to time by the Bank and applied to this Trust Fund, in accordance with its policies and procedures.”

(C) The following activities description under Component 3 is replaced in the Attachment I of the Administration Agreement:

“The following activities may also be financed as Bank-executed activities by the Trust Fund:

Component 3. Trust Fund Administration and Program Management

Management and administration activities for the Trust Fund, including but not limited to, supporting Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the activities.
The following section is added to Attachment 2 of the Administration Agreement:

"10. Trust Fund Fee

The Bank shall calculate a fee each time funds (the “Grant Amount”) from the Trust Fund become committed under a Grant Agreement. Such commitment shall occur when such Grant Agreement is fully countersigned (the “Calculation Date”). The fee so calculated by the Bank shall be based on the cumulative total of funds from the Trust Fund committed under all Grant Agreements that have been fully countersigned on or prior to the Calculation Date (the “Cumulative Grant Total”). The calculated fee shall depend on where the Cumulative Grant Total stands as the Grant Amount is added and shall be determined in accordance with the following schedule:

(i) 5% of any portion of the Grant Amount that results in a Cumulative Grant Total below or equal to US$ 50 million or equivalent; plus
(ii) 4% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 50 million or equivalent and below or equal to US$ 500 million or equivalent; plus
(iii) 3% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 500 million or equivalent and below or equal to US$ 1 billion or equivalent; plus
(iv) 2% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 1 billion or equivalent.

Following each Calculation Date, the Bank shall deduct from the trust fund account, Trust Fund No. TF072762, and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in such account net of the related fee."
Certificate Of Completion

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- vmwachukwu@worldbank.org
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Marielle van Miltenburg
- Signature: Marielle van Miltenburg
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