October 16, 2012

Mr. Guenter Meinert  
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH  
Dag-Hammarskjöld-Weg 1-5  
65760 Eschborn  
Federal Republic of Germany

Trust Fund Administration Agreement between the Deutsche Gesellschaft für Internationale Zusammenarbeit and the International Bank for Reconstruction and Development and the International Development Association concerning the Cities Alliance Multi-Donor Trust Fund (TF054674) / GIZ Contract No.:81150955

Dear Mr. Meinert,

1. We are pleased to acknowledge on behalf of the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively the "Bank") that the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) (the "Donor"), commissioned by the Bundesministerium für wirtschaftliche Zusammenarbeit und Entwicklung (BMZ), shall make available as a grant the sum of four hundred thousand Euros (EUR 400,000) (the "Contribution") for the Cities Alliance Multi-Donor Trust Fund (the "Trust Fund") in accordance with the terms of this Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Agreement.

2. The Contribution shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Agreement including the "Standard Provisions Applicable to Contributions to the Cities Alliance Multi-Donor Trust Fund" (the "Standard Provisions") attached hereto as Annex 1. The Standard Provisions and the Cities Alliance Charter, as may be amended from time to time (the "Charter") attached hereto as Annex 2, constitute an integral part of this Agreement. In the event of conflict between the terms of this Agreement and the Charter, the terms of this Agreement shall prevail.
3. The Contribution shall be allocated to the core fund of the Trust Fund (the "Core Fund").

4. The Donor shall deposit the Contribution into such bank account designated by the Bank promptly following countersignature of this Agreement by the Donor and submission of a payment request by the Bank.

5. When making such deposit, the Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for TF054674 (the Cities Alliance Multi-Donor Trust Fund), and the date of the deposit (the "Deposit Instruction"). In addition, the Donor shall provide a copy of the Donor's Deposit Instruction to the Bank's Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

6. The Bank shall convert the Contribution funds into the holding currency of the Trust Fund, namely United States dollars, promptly upon receipt of the Contribution funds and the Deposit Instruction containing the information specified in paragraph 5 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.

7. Except as provided for in paragraph 5 above, any notice, request or other communication to be given or made under this Agreement shall be in writing and delivered by mail, facsimile 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:

   William John Cobbett
   Cities Alliance Secretariat
   Mail Stop: MC 4-413
   Finance, Economics & Urban Department
   The World Bank
   1818 H Street, NW
   Washington, DC 20433 U.S.A.

   Tel: 1-202-473-1422
   Fax: 1-202-522-3224
   E-mail: wcobbett@citiesalliance.org
For the Donor:

Mr. Guenter Meinert
and
Mr. Christian Krebeck,
Contract Manager
Deutsche Gesellschaft für
Internationale Zusammenarbeit
(GIZ) GmbH
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn
Federal Republic of Germany

Tel: + 49 6196/79-2296
Fax: 49 6196/79-802296
E-mail: christian.krebeck@giz.de

8. This Agreement may be amended only by written agreement between the Donor and the Donor; provided, however, that Annex 1 to this Agreement may only be amended with the agreement of all Donors contributing to this Trust Fund; and provided further that, amendments to the Charter may be made in accordance with its terms, and will become applicable to this Agreement as such amendments take effect without further need to amend the Agreement.

9. Please confirm your agreement with the foregoing, on behalf of the Donor, by signing, dating, and returning to us the enclosed copy of this Agreement. Upon receipt by the Bank of the copy of this Agreement countersigned by you, this Agreement will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

Zoubida Allaoua
Director
Disaster Risk and Urbanization Management Department
AGREED:

DEUTSCHE GESELLSCHAFT FUR INTERNATIONALE ZUSAMMENARBEIT (GIZ)

By: [Signature] Date: 22/10/12
Name: [Signature] Title: [Signature]

By: [Signature] Date: 06/12/2012
Name: GUNTER MEINERT Title: PROGRAMME MANAGER