H. E. Mr. Baard Hopland
Ambassador
Royal Norwegian Embassy
5 Lanark Road
Belgravia
Harare

Dear Ambassador Hopland,

Administration Agreement between the Ministry of Foreign Affairs of Norway and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi-Donor Trust Fund for the Zimbabwe Reconstruction Fund (TF072201)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Ministry of Foreign Affairs of Norway (the “Donor”), and together with the Bank, the “Parties” and each a “Party”) has decided to provide a sum not exceeding eighteen million Norwegian kroner (NOK 18,000,000) (the “Contribution”) for the Multi-Donor Trust Fund for the Zimbabwe Reconstruction Fund (‘TF072201”) (the “Trust Fund”) in accordance with the terms of this Administration Agreement (the “Administration Agreement”). Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Administration Agreement.

2. The Contribution shall be used to finance the activities set forth in the “Multi-Donor Trust Fund for the Zimbabwe Reconstruction Fund Description” attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Agreement, including the “Standard Provisions” attached hereto as Annex 2 and “Governance” attached hereto as Annex 3.

3. The Donor shall 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 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 TF072201 (the Multi-Donor Trust Fund for the Zimbabwe Reconstruction Fund), 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. Any transfer into the Trust Fund to be made under this Administration Agreement is subject to there being an appropriation by the Parliament of Norway for funds to make such transfer.

6. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund, such that if the speed of the implementation of the activities to be financed by the Trust Fund makes it necessary either to bring Installments forward or to delay them, the Installments schedule shall be amended as agreed by the Bank and the Donor.

7. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Agreement 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:

For the Bank (the "Bank Contact"):

Ms. Camille Nuamah  
Country Manager for Zimbabwe  
Zimbabwe Country Office  
The World Bank  
Harare, Zimbabwe  
Tel: 263 4 701233  
E-mail: clampart@worldbank.org

For the Donor (the "Donor Contact"):

Ambassador of Norway  
Royal Norwegian Embassy  
Harare, Zimbabwe  
Tel: 04 252426  
Fax: 263 4 252430  
E-mail: baho@mfa.no

8. 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. When making any deposit, the Bank shall 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 TF072201 (Multi-Donor Trust Fund for the Zimbabwe Reconstruction Fund) and the date of the deposit.
9. All annexes hereto constitute an integral part of this Administration Agreement, 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 Administration Agreement may be amended only by written amendment between the Bank and the Donor; provided, however, that any annexes to this Administration Agreement may be amended only by written amendment of all donors contributing to the Trust Fund.

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

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature]
Name: Amilke Mwanah
Title: Country Manager
Date: 8 Dec 2014

MINISTRY OF FOREIGN AFFAIRS OF NORWAY

By: [Signature]
Name: Bård Hopland
Title: Ambassador
Date: 9 Dec 2014
Multi-Donor Trust Fund for the Zimbabwe Reconstruction Fund - Description

This Annex will be applicable to and form an integral part of all administration agreements 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 contribute to strengthen the Recipient’s systems for reconstruction and development with a focus on stabilization and reform, reconstruction, development and poverty alleviation.

The Zimbabwe Reconstruction Fund (“ZIMREF”) would also foster donor coordination. The objectives of the ZIMREF will be achieved through:

(i) Support to analytical work on key Zimbabwe development challenges.

(ii) Support to investments in economic and social reconstruction.

(iii) Support to national and local efforts to improve the business environment in the Recipient’s territory, with a special focus on employment generation and poverty reduction strategies led by the private sector.

(iv) Strengthening public sector management systems, institutional reforms and capacities for greater efficiency, relevance effectiveness, and accountability in service delivery; with a special emphasis on demand-side approaches.

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:

- Analytical and advisory work
- Impact evaluations
- Project supervision
2.1.2 Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

- Activities leading to private sector development; Activities leading to capacity development;
- Activities leading to improved livelihoods and resilience;
- Investments in economic and social reconstruction and development;
- Activities leading to improved transparency and accountability.

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 – With Indirect Costs
(c) Contractual Services
(d) Equipment and Office Premises Lease Cost
(e) Extended Term Consultants - With Indirect Costs
(f) Field Assignment Benefits
(g) Media, Workshop, Conference and Meeting
(h) Staff Costs – with Indirect Cost
(i) Temporary Staff costs – With Indirect Costs
(j) Travel Expenses

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

(a) Civil works
(b) Consultants Services
(c) Non-consulting Services
(d) Goods
(e) Operating Costs
(f) Training

4. Program Criteria

4.1 Activities are to be financed in accordance with the program and Operational Guidelines to be developed in consultation with the Recipient and the Donors.
Standard Provisions

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

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 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 and Costs**

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 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 Agreements in accordance with the Bank's applicable policies and procedures will be charged to the Trust Fund on an actual basis up to a maximum of ten percent (10%) of the total Contributions under all Administration Agreements.

3.2.3 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 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. 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 December 31, 2019 (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 amendments 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 agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank will return to the relevant Donor or Donors in the Holding Currency in the manner specified by each such Donor in its respective Administration Agreement the pro rata share(s) of any such uncommitted balance of the Trust Fund, in accordance with any additional terms that may be agreed between the Bank and each such 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 In accordance with the governance structure provided in Annex III of this Administration Agreement/Arrangement, the Bank will, 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 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.

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.
ANNEX 3

Governance

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

A two-tier governance structure is proposed for the Zimbabwe Reconstruction Fund: (a) a policy oversight committee responsible for policy oversight, resource mobilization, and project/grant approvals; and (b) technical working groups responsible for technical and eligibility screening of project/grants. The two structures will be supported by a secretariat based in Harare and project support teams. The effectiveness of the governance structure would be assessed after 6-12 months of Trust Fund operation. In its role as ZIMREF administrator, the Bank would be responsible for, among others: overall management of the Trust Fund; technical oversight and quality control for Trust Fund funded projects in accordance with Bank policies and procedures; and establishment and management of the secretariat.