Administration Agreement between Switzerland and the International Bank for Reconstruction and Development and the International Development Association concerning the Ho Chi Minh City Green Transport Development Single-Donor Trust Fund (TF072520)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Swiss Confederation, as represented by the Swiss State Secretariat for Economic Affairs (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of twelve million United States dollars (US$ 12,000,000) (the “Contribution”) for the Ho Chi Minh City Green Transport Development Single-Donor Trust Fund, TF072520 (the “Trust Fund”) in accordance with the terms of this Administration Agreement.

2. The Contribution shall be used to finance the activities set forth in the “Ho Chi Minh City Green Transport Development Trust 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.

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 countersignature – US$ 2,500,000;
   (B) By May 31, 2016 – US$ 4,000,000;
   (C) By May 31, 2017 – US$ 3,000,000; and
   (D) By May 31, 2018 – US$ 2,500,000.

4. Any deposit into the Trust Fund to be made under this Agreement is subject to there being an annual approval by the Swiss Federal Parliament for the fiscal year in which such transfer is to be made.

5. 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 TF072520 (the Ho Chi Minh City Green Transport Development Trust 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.
6. 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”):

Jung Eun Oh  
Senior Transport Economist  
GTIDR  
The World Bank  
7th Floor  
63 Ly Thai To Street, Hanoi, Vietnam  
Tel: 84-4-3937-8220  
Fax: 84-4-3935-0752  
E-mail: joh2@worldbank.org

For the Donor (the “Donor Contact”):

Martin Shenton  
Program Manager  
State Secretariat for Economic affairs SECO  
Economic Cooperation and Development WE  
Infrastructure Financing Division  
Holzikofenweg 36  
CH- 3003 Bern  
Tel: +41 58 464 08 39  
Fax: +41 58 464 09 65  
E-mail: martin.shenton@seco.admin.ch

7. 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, 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 TF072520 (the Ho Chi Minh City Green Transport Development Trust Fund), and the date of the deposit.

8. 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.

9. 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: Victoria Kwakwa
Name: Victoria Kwakwa
Title: Country Director for Vietnam, East Asia and Pacific Region
Date: December 16, 2015

THE SWISS CONFEDERATION, AS REPRESENTED BY THE SWISS STATE SECRETARIAT FOR ECONOMICS AFFAIRS

By: Raymund Furrer
Name: Raymund Furrer
Title: Head Economic Cooperation and Development, SECO
Date: 17.12.2015
Ho Chi Minh City Green Transport Development Trust Fund Description

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

1. Objectives

The objectives of the Trust Fund is to improve the performance and efficiency of public transport along a high priority corridor in Ho Chi Minh City by:

(a) supporting integrated urban development along the bus rapid transit corridor; and

(b) enhancing multi-modal transport connectivity in connection with the bus rapid transit system.

2. Activities

The activities to be financed by the Trust Fund are:

2.1 Bank-executed activities, for which the Bank has implementation responsibility:

(a) 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, including the final evaluation.

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

(a) Integrated Urban Planning around the Bus Rapid Transit Corridor: (i) creating legal, institutional and operational foundation for transit oriented development by refining the existing urban design and district zoning plans to fully incorporate the TOD principles and strengthening the institutional foundation, i.e. legal and regulatory framework and operational guide for implementation of transit oriented development in Ho Chi Minh City; (ii) developing a mechanism to involve the private sector for development along the corridor, including land-value capturing and public-private partnerships, and identifying options and opportunities for the application of such mechanisms; and (iii) designing and implementing a pilot project on an existing public space identified in the urban design to enhance the attractiveness of the bus rapid transit corridor and adjacent urban space.

(b) Transport Planning for Enhanced Connectivity: (i) improving bus rapid transit connectivity, including identifying solutions to maximize connectivity and ridership of the bus rapid transit line through reorganizing feeder bus service routes and improving non-motorized transport connections; and (ii) designing and implementing a small scale pilot project on non-motorized connectivity to provide the last-kilometer solution to/from bus rapid transit stations.

(c) Capacity strengthening: (i) strengthening the project management capacity of the UCCI for implementation of the green transport development activities and the additional financing activities; and (ii) strengthening the corporate and business capacity of modal authorities including the Department of Transport and the Management and Operation Centre of Public Transport.

For the purposes of this paragraph, the following terms shall have the following meanings:
“UCCI” means the Urban Civil Works Construction Investment Management Authority of Ho Chi Minh City, the unit established pursuant to Decision Number 3758/QD-UBND dated August 25, 2010, or any successor thereto.

“Department of Transport” means Ho Chi Minh City’s Department of Transport, or any successor thereto.

“Management and Operation Centre of Public Transport” means the unit within the Department of Transport, which was established pursuant to Decision Number 4196/QD-UB-NC dated September 12, 1996, or any successor thereto.

3. Eligible Expenditures

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

(a) associated overheads;
(b) contractual services;
(c) media, workshops, conferences and meetings;
(d) travel expenses;
(e) short-term consultants and temporaries;
(f) extended term consultants and temporaries; and
(g) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries).

For purposes of this section: (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.

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

(a) civil works;
(b) consulting services;
(c) goods;
(d) operating costs; and
(e) training.

4. Taxes

4.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s applicable policies and procedures.

5. Governance

5.1 The Bank shall organize a quarterly meeting with the Donor to take stock of progress made under the Project.
5.2 Prior to the implementation of activities referred to in paragraphs 2.2(a)(iii) and 2.2(b)(ii) of this Annex, there shall be established a selection team consisting of representatives of the Bank and the Donor to be responsible for reviewing Recipient’s proposals for pilot projects and selecting pilot projects for implementation.

5.3 The Bank shall include, in each progress report, information on the Contribution amount disbursed and committed for each activity.

5.4 There shall be an Operations Manual (“Operations Manual”), setting forth the arrangements and procedures for the operation of the Trust Fund, including details of activities and work plans, implementation arrangements, budgeting, and monitoring and reporting arrangements, as agreed between the Bank and the Donor in accordance with this Agreement. The Operations Manual can be amended from time to time with prior agreement between the Bank and the Donor. In the event of any conflict between the Operations Manual and this Agreement, the terms of this Agreement shall prevail.
ANNEX 2

Standard Provisions

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor, it being understood that any plural references in the annexes to Donors, Administration Agreements, Contributions and pro rata shares shall be read as singular references to the Donor, its Administration Agreement, its Contributions thereunder and the remaining uncommitted balance of the Trust Fund, respectively.

1. Administration of the Contributions

1.1 The Bank shall be responsible only for performing those functions specifically set forth in this Administration Agreement 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 Agreement 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 of 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 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 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 transfer all income from such investment to the Donor’s applicable donor balance account with the Bank.

3. Accounting and Financial Reporting

3.1 The Bank shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and disbursements made therefrom.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

4. Progress Reporting

4.1 The Bank shall provide the Donors with semi-annual progress reports in November and May. The progress reports shall be provided with reference to the results framework agreed by the Bank and the Donors, as such results framework may be reviewed by the Parties from time to time. Within (6) months of the End Disbursement Date (as defined below), the Bank shall provide to the Donors with a final report for the Trust Fund.
4.2 Any Donor may review or evaluate activities financed by the Trust Fund at any time up to closure of the Trust Fund. 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.

5. **Disbursement; Cancellation; Refund**

5.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by June 30, 2021 (the "End Disbursement Date"). The Bank shall 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 shall 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.

5.2 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 shall return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

6. **Disclosure; Dispute Resolution**

6.1 The Bank shall 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.

6.2 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 Agreements.

7. **Grants to Recipients**

7.1 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 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.

7.2 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; plus
(ii) 4% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 50 million 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, and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.

7.3 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.

7.4 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.