WHEREAS, this Administration Arrangement (the "Administration Arrangement") is entered into by the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "Bank"), the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development (the "Donor"), and the United Nations Office on Drugs and Crime ("UNODC") (the Bank, the Donor, and UNODC jointly referred to as the "Participants" and each a "Participant") concerning the Stolen Asset Recovery Initiative ("StAR");

WHEREAS, StAR was launched as a collaborative arrangement with the Bank and UNODC as principal partners under a Charter adopted by them for purposes of outlining the structure and management of StAR; and

WHEREAS, to meet StAR's goals, the Bank and UNODC are joining with advisory experts through the Friends of StAR and with members of the donor community interested in supporting the StAR Multi-Donor Trust Fund (TF No. 072650) administered by the Bank (the "StAR Trust Fund" or the "Trust Fund");

NOW THEREFORE, the Participants hereto agree as follows:

1. The Bank acknowledge that the Donor agrees to provide the sum of five hundred thousand Pounds Sterling (£500,000) (the "Contribution") for the StAR Multi-Donor Trust Fund (TF No. 072650) in accordance with the provisions of this Administration Arrangement. Other donors are also expected to contribute to the Trust Fund on the basis specified in the Annexes to this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the ("Description of Activities and Expenditures under the StAR Trust Fund") attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the provisions of this Administration Arrangement, including the "Standard Provisions Applicable to the StAR Trust Fund" attached hereto as Annex 2, and the "Description of the Donor Consultative Group for StAR", attached hereto as Annex 3.

3. The Donor will deposit the Contribution in accordance in the currency specified in Section 1 above into such bank account designated by the Bank upon submission of a payment request by the Bank promptly following countersignature of this Administration Arrangement.

4. When making any deposit, the Donor will 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 (TF No. 072650) (the StAR Multi-Donor Trust Fund), and the date of the deposit (the "Deposit Instructions"). In addition, the Donor will
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. Promptly upon the receipt of the deposit 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.

6. The Donor has expressed its preference that the Contribution be used to finance activities for the benefit of priority countries consistent with the StAR work plan. It is understood that the Bank cannot ensure that the Contribution will be used for such preference and that the Bank will not have any obligation to the Donor if such preference cannot be achieved.

7. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Administration Arrangement will be in writing and delivered by mail, fax or e-mail to the respective Participant’s address specified below or at such other address as such Participant notifies in writing to the other Participant from time to time:

For the Bank (the “Bank Contact”):

Yira Mascaro  
Practice Manager  
Global Practice: Finance and Markets  
GST1B: Financial Systems and Markets  
The World Bank  
1818 H Street, NW  
Washington DC 20433, USA  
Tel: +1 (202) 458-0136  
E-mail: Ymascaro@worldbank.org

For the Donor (the “Donor Contact”):

Justi96 de Davila  
Senior Governance Adviser  
Governance, Open Societies and Anti-Corruption Department, Policy Division  
Department for International Development  
22 Whitehall, London SW1A 2EG  
Tel: +44 (0) 207 023 0996  
E-mail: J-deDavila@dfid.gov.uk
For UNODC (the “UNODC Contact”):

Brigitte Strobel-Shaw
Chief, Conference Support Section
Corruption and Economic Crime Branch
United Nations Office on Drugs and Crime
Vienna International Centre
Wagramer Strasse 1400
Vienna, Austria
Tel: +431260604407
Email: Brigitte.strobel-shaw@unodc.org

8. In the event any amounts are to be returned to the Donor under this Administration Arrangement, the Bank will transfer such amounts to the Donor, unless otherwise mutually decided with the Bank. When making any deposit, the Bank will 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 TF072650 (the StAR Multi-Donor Trust Fund), and the date of the deposit. The Bank will provide a copy of such information to the Donor.

9. At the date of Bank’s signature of this Administration Arrangement, the Indirect Rate (as defined in Annex 1 to this Administration Arrangement) is 17%.

10. In providing funds under this Administration Arrangement, the Donor does 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.

11. It is understood that this Administration Arrangement, including any annexes, is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter. It is an administrative arrangement among the Participants.

12. All annexes hereto constitute an integral part of this Administration Arrangement. Unless otherwise specified in an annex hereto, this Administration 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 between the Bank and all donors contributing to the Trust Fund; and provided further that any amendments that would affect the rights and obligations of UNODC as set out in this Administration Arrangement will only be effective upon consent of UNODC.

13. All references made in the Annexes to “shall”, “Administration Agreement” and “Parties” will have the same meaning as the term “will”, “Administration Arrangement” and “Participants” herein. In addition, references in the Annexes to “agreements” or to tenses of the verb “to agree” will be deemed to constitute references to “decisions” or to tenses of the verb “to decide”, if such references are sued in the Administration Arrangement.
14. Each of the Participants represents, by confirming its acceptance below, that it is authorized to enter into this Administration Arrangement and act in accordance with its provisions. The participants are each requested to sign and date this Administration Arrangement, and upon possession by the Bank of this fully signed Administration Arrangement, this Administration Arrangement will come into effect as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature]

Date: 3/6/2017

Sebastian Molineus
Acting Senior Director
Finance and Markets Global Practice

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, ACTING THROUGH THE DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

By: [Signature]

Date: 9/3/2017

Justice de Davila
Senior Governance Adviser

UNITED NATIONS OFFICE ON DRUGS AND CRIME

By: [Signature]

Date: 10/31/2011

Jean-Luc Lemahieu
Director
Division for Policy Analysis and Public Affairs
ANNEX 1

Description of Activities and Expenditures under the StAR Trust Fund

The following description (the “Description of Activities and Expenditures”) shall be applicable to and form an integral part of all agreements (the “Administration Agreements”) entered into between the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”) and donor countries and/or organizations (hereinafter referred to as the “Donors”) that provide funds (referred to as the “Contributions”) to be administered by the Bank as part of the Stolen Asset Recovery Initiative (“StAR”) Multi-Donor Trust Fund (the “StAR Trust Fund”).

A. INTRODUCTION

1. StAR is a collaborative arrangement whose goal is to help ensure that there are no havens for the proceeds of corruption. StAR intends to encourage and facilitate more systematic and timely return of assets stolen by politically exposed persons through acts of corruption. To do this, StAR consists of a partnership between the UNODC and the World Bank, with the support of Donors to the StAR Trust Fund and advisory experts.

B. PRINCIPLES

1. The following principles guide implementation of the StAR Trust Fund (“Principles”):

   (i) The UN Convention Against Corruption provides the framework for StAR. The UN Convention against Corruption (the “UNCAC”) provides the international legal framework underpinning international collaboration in anti-corruption activities and asset recovery. Activities under StAR should encourage and promote the ratification, domestication and implementation of the Convention.

   (ii) StAR is focused on international asset recovery. Activities under StAR should have a direct or indirect effect in stemming the cross-border flow of corruptly acquired assets and facilitating countries’ efforts to recover stolen assets that have been hidden in foreign jurisdictions. This may entail working on domestic issues that have international dimensions, such as national forfeiture and anti-money-laundering regimes. It will also require StAR’s engagement in efforts to raise awareness about and promote the lowering of barriers to asset recovery that may exist in developed countries and financial centers.

   (iii) Asset recovery is a demand-driven, country-led activity. The Trust Fund will support individual countries in their efforts to recover assets so they can build institutional capacity. StAR should only engage in countries where the Government has requested StAR’s assistance, and this assistance should support the Government’s broader governance and anticorruption agenda.
StAR will provide assistance in the technical dimensions of asset recovery. Asset recovery can be a politically charged issue. StAR will support countries committed to good governance and to fighting corruption, taking into account the risks and benefits of engagement and the need to avoid interference in the political affairs of participating states. In providing assistance, StAR should draw on good practice, international experience and sound technical analysis to help inform the national authorities' decisions.

C. OBJECTIVES

1. The specific objectives for the StAR Trust Fund (the "Objectives") are to:

   (i) Promote commitment at the highest level in both recipient and sending jurisdictions to recover stolen assets and deter asset theft.
   (ii) Develop knowledge products, procedures and tools that facilitate asset recovery and support their systematic, global adoption.
   (iii) Promote networks of practitioners in the field of asset recovery as a means of facilitating the exchange of information, knowledge and collaboration at an operational level.
   (iv) Support partner countries’ efforts to build institutional capacity for asset recovery as a routine part of its anti-corruption strategy.
   (v) Facilitate progress in partner countries’ asset recovery efforts.

D. ACTIVITIES

1. StAR undertakes activities consistent with the Principles and Objectives. These activities are grouped into three components:

   (a) Component One: Global Knowledge Sharing and Advocacy. Activities under this component may include:

      (i) Research and consultations with stakeholders to inform the policy dialogue on UNCAC implementation, asset recovery, and related legal innovations;
      (ii) Development of diagnostic tools to support and assess progress in the implementation of the UNCAC provisions on mutual legal assistance, dual criminality, and other innovative elements in the Convention related to asset recovery;
      (iii) Research to expand knowledge and develop best practices in asset recovery, and disseminate this knowledge broadly;
      (iv) Support to international networks engaged in asset recovery, including the creation of single points of contact in each country to facilitate communication and work on asset recovery;
      (v) Research and advice to identify and lower institutional and legislative obstacles to asset recovery in the major financial centers, particularly regarding their ability to respond to requests for mutual legal assistance in corruption cases.

   (b) Component Two: Building National Capacity. Activities under this component will support the development of institutional capacity to undertake asset recovery activities as part of governments’ anti-corruption strategies and may include:
(i) Analytical work on the asset recovery process, including legal analysis of successful and unsuccessful asset recovery cases;

(ii) Analysis of a country’s overall anticorruption institutional arrangements, capacities, and vulnerabilities in the area of asset recovery;

(iii) Advisory services to assist countries in developing coherent policies on asset recovery;

(iv) Advisory services for the design of best-fit models that integrate asset recovery into existing institutional arrangements within the judiciary, anticorruption agencies, and financial intelligence units;

(v) Advisory services in drafting or amending the legislative and regulatory framework necessary for successful asset recovery, including anti-money laundering, asset forfeiture, and income and asset declaration laws;

(vi) Development and implementation of information systems to support investigative, legal documentation, and case management aspects of asset recovery;

(vii) Training, mentoring, and advisory services on asset recovery to enable recipient agencies to identify and handle suspicious transactions, prepare cases, as well as manage and handle mutual legal assistance requests;

(viii) Advisory services in managing and monitoring recovered assets if requested by national authorities.

c) Component Three: Assistance in the Recovery of Stolen Assets. StAR may provide preparatory assistance aimed at collecting and sharing information to encourage the progress of a country’s specific asset recovery efforts where requested to do so by national authorities. This could entail country dialogue and technical assistance, which may include:

(i) Sponsoring meetings and workshops which bring together the parties involved at a national, regional, and international level as necessary;

(ii) Advisory services to support the preparation of analytical reports, legal research, assistance with audits and financial analysis;

(iii) Advisory services to support the preparation of mutual legal assistance requests.

2. To support the activities under Components One, Two and Three above and StAR generally, the Bank (including through the StAR Secretariat) and UNODC may engage in other activities financed by the StAR Trust Fund, such as monitoring and supervision of StAR activities, support of the StAR Management Committee (as described in the StAR Charter), Donor Group (as described in Annex 3 to the Administration Agreements) and the Friends of StAR (as described in the StAR Charter), maintenance of the StAR website, review and coordination or proposed activities, and reporting and evaluation of ongoing and completed activities.

E. APPROVAL, DESIGNATION AND MANAGEMENT OF ACTIVITIES

1. Each activity to be financed by funds from the StAR Trust Fund shall be approved by the StAR Management Committee, which comprises members representing the Bank and UNODC, and shall be designated as an activity managed either by the Bank (a “Bank-Managed Activity”) or by UNODC (a “UNODC-Managed Activity”), including general approval and designation of support activities described in paragraph D.2 of this Annex 1.
2. Bank-Managed Activities shall be conducted under Bank responsibility, fiduciary and otherwise, in accordance with the Bank's policies and procedures. UNODC-Managed Activities shall be conducted under UNODC responsibility, fiduciary and otherwise, in accordance with UNODC's policies and procedures. StAR activities are either managed by the Bank or UNODC, meaning they are conducted under their respective fiduciary responsibilities, and may be implemented by the Bank, UNODC or another recipient, depending on the nature of the activity.

3. For activities financed by the StAR Trust Fund that are managed by the Bank, including costs of the StAR Secretariat ("Bank-Managed Activities"), the Bank applies Bank policies and procedures. For activities financed by the StAR Trust Fund that are managed by UNODC ("UNODC-Managed Activities"), UNODC applies UNODC policies and procedures.

F. CATEGORIES OF EXPENDITURE

1. The following eligible expenditures categories may be used to finance Bank-Managed Activities:

(i) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries); extended term consultants and temporaries; short-term consultants and temporaries; contractual services; media, workshops, conferences and meetings; travel expenses; and equipment and office premises lease cost, equipment purchased.

For purposes of the above expenditure categories: (a) "staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)" includes salaries, benefits and Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; (b) "extended term consultants and temporaries" includes fees, benefits and Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; and (c) "short term consultants and temporaries" includes fees and Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures.

The "Indirect Rate" means the indirect rate, defined as a percentage of personnel costs and available at the World Bank's Donor center secure 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.

(ii) For activities implemented by an entity other than the Bank under the Bank's supervision ("Recipient-Executed Activities"), the Contribution funds may be used to finance (a) technical assistance services, (b) contractual services, and (c) travel costs.

2. Categories of expenditure eligible for UNODC-Managed Activities follow UNODC policies and procedures. Following disbursement by the Bank of funds from the StAR Trust Fund to UNODC, the Bank shall have no further responsibility for UNODC's use of the funds.
G. AMENDMENTS TO THIS ANNEX 1

1. Any amendment to this Annex 1 shall directly apply on a prospective basis to (i) funds available to the Bank but not yet expended or committed by the Bank, (ii) funds already transferred to UNODC but not yet expended or committed by UNODC, and (iii) funds yet to be transferred to UNODC; provided that in the case of (ii) and (iii) the Bank notifies UNODC of any such amendment promptly following its effectiveness, under the terms of the Transfer Agreement, without requiring further amendment thereof.
ANNEX 2

Standard Provisions Applicable to the StAR Trust Fund (TF No. 071149)

The following provisions (the "Standard Provisions") shall be applicable to and form an integral part of all agreements (the "Administration Agreements") entered into between the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "Bank") and donor countries and/or organizations (hereinafter referred to as the "Donors") that provide funds (referred to in this Annex 2, for the period such funds are held by the Bank as the "Contributions") to be administered by the Bank as part of the Stolen Asset Recovery Initiative ("StAR") Multi-Donor Trust Fund (the "StAR Trust Fund").

1. Administration of the Contributions

1.1 The Bank shall be responsible only for performing those functions specifically set forth in the Administration Agreements and shall not be subject to any other duties or responsibilities to the Donors, UNODC or any other partner of StAR, 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 the Administration Agreements shall be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2 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 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 Donor acknowledges 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 the Donor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

1.3 For funds from the StAR Trust Fund to finance UNODC-Managed Activities (the "UNODC Funds"), the Bank shall transfer funds to UNODC under the Transfer Agreement between the Bank and UNODC ("Transferred Amounts"); provided that in the event of conflict, the terms of the Administration Agreements shall prevail over the terms of the Transfer Agreement.

1.4 It is understood that unless otherwise specified, any amendments to the originally signed Administration Agreements that affect the terms of the Transfer Agreement shall additionally require UNODC's consent to be effective and any amendments to the originally signed Transfer Agreement shall require the Donors' consent to be effective.

1.5 The transfers of funds to finance UNODC-Managed Activities shall be in response to requests by UNODC to the Bank through the StAR Secretariat for the transfer of specific amounts to be used in accordance with the budget and disbursement schedule presented in Concept Notes and Country Strategies approved by the Management Committee; provided that any amount to be transferred by the Bank to UNODC is consistent with and does not exceed the funding allocations from the StAR Trust Fund approved by the StAR Management Committee for specific UNODC-managed activities. Following the transfer of funds by the Bank to UNODC, and
notwithstanding the StAR Management Committee's role in approving StAR's work plan, budget, specific activity proposals and annual report, or its role in overseeing StAR activities, the Bank shall have no responsibility, fiduciary or otherwise, to the Donors or UNODC or otherwise, for the implementation or supervision of activities financed by such funds.

1.6. The Donors acknowledge and agree that the Bank has no responsibility, under the Administration Agreements or otherwise for (i) confirming the use of UNODC Funds; (ii) implementing, monitoring, supervising, evaluating, or providing quality assurance for activities financed by UNODC Funds; (iii) providing Donors with financial, progress, results or impact reporting for activities financed by UNODC Funds, other than transferring reports provided by UNODC as a facilitating activity by the StAR Secretariat; (iv) any misuse or misprocurement with respect to UNODC Funds; or (v) pursuing any Donor interests or UNODC undertakings with respect to UNODC Funds. The Donors acknowledge and agree that any financial statements with respect to the use of UNODC funds are the responsibility of UNODC. The Donors further acknowledge and agree that any Donor remedy or pursuit of Donor interests with respect to UNODC Funds shall arise directly between each Donor and UNODC, without involvement of the Bank.

2. Commingling, Exchange and Investment of the Contributions

2.1 The Contributions shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The Contributions may be commingled with other trust fund assets maintained by the Bank.

2.2 The Contributions may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

2.3 The Bank shall invest and reinvest the Contributions pending their disbursement in accordance with the Bank's policies and procedures for the investment of trust funds administered by the Bank. The Bank shall credit all income from such investment to the StAR Trust Fund to be used for the same purposes as the Contributions.

3. Administrative Cost Recovery

3.1 In order to assist in the defrayment of the costs of administration and other expenses incurred by UNODC under the Transfer Agreement, UNODC may levy a charge for programme support costs equivalent to thirteen percent (13%) of expenditures of any Transferred Amount, and retain the funds recovered through this charge for UNODC's own account.

4. Grants and Transfers of Funds

4.1 For Bank-Managed Activities to be implemented by entities other than the Bank, the Bank shall, as administrator on behalf of the Donors, enter into grant agreements ("Bank Grant Agreements") with such entities ("Recipients") for the provision of funds from the StAR Trust Fund consistent with the purposes, terms and conditions of the Administration Agreements. The Bank shall be responsible for the supervision of activities financed under Bank Grant Agreements. The Bank shall furnish a copy of each Bank Grant Agreement to the Donors. The Bank shall promptly inform the Donors of any significant modification to the terms of Bank Grant Agreements and of any contractual remedy that is exercised by the Bank under Bank 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.
4.2 For UNODC-Managed Activities, the Bank shall, as administrator on behalf of the Donors, transfer funds to UNODC through the Transfer Agreement. UNODC shall be responsible for the supervision of activities financed under the Transfer Agreement implemented by entities other than the UNODC.

5. Employment of Consultants and Procurement of Goods

5.1 For Bank-Managed Activities, the employment and supervision of consultants and the procurement of goods financed by the StAR Trust Fund shall be the responsibility of the Bank and shall be carried out in accordance with the Bank’s policies and procedures. Bank Grant Agreements shall provide that funds from the StAR Trust Fund shall be used by Recipients to finance expenditures for goods and services, as the case may be, in accordance with the World Bank’s Guidelines on “Procurement under IBRD Loans and IDA Credits” and the World Bank’s Guidelines on the “Selection and Employment of Consultants by World Bank Borrowers,” as in effect at the date of the respective Bank Grant Agreements.

5.2 For UNODC-Managed Activities, the employment and supervision of consultants and the procurement of goods financed by the StAR Trust Fund shall be the responsibility of UNODC and shall be carried out in accordance with UNODC’s policies and procedures.

6. Accounting and Financial Reporting

6.1 The Bank shall maintain separate records and ledger accounts with respect to the Contributions deposited in the trust fund account and disbursements made therefrom.

6.2 The Bank shall provide the Donor access to current financial information relating to the trust fund via the Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities to be met by the Administrator (including any obligations to UNODC under the Transfer Agreement) under the StAR Trust Fund have been satisfied and the StAR Trust Fund has been closed, the final financial information relating to the StAR Trust Fund will be made available to the Donor via the World Bank’s Trust Funds Donor Center secure website.

6.3 The Bank shall provide to the Donors, within six (6) months following the end of each Bank fiscal year, 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 trust funds as a whole. The cost of such attestations shall be borne by the Bank.

6.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the StAR Trust Fund with respect to the Contributions, 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 most 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 paid by the Donor.
6.5 The Bank shall provide the Donors with copies of all financial statements and auditors' reports received by the Bank from Recipients pursuant to the Bank Grant Agreements.

6.6 For UNODC-Managed Activities, UNODC shall (under the terms of the Transfer Agreement) provide on an annual basis, copies of all financial statements and auditors' reports, in accordance with UNODC's policies and procedures to the StAR Secretariat, subject to paragraph 1.6 in this Annex, for distribution to the Donors.

6.7 Upon request by the Donor to review or evaluate activities financed by the StAR Trust Fund, the Donor, the Bank, and UNODC shall agree on the most appropriate scope and conduct of such review or evaluation; provided that any information provided by the Bank and UNODC shall be consistent with their respective policies and procedures. All associated costs will be borne by the Donor, unless otherwise agreed. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the StAR Trust Fund or any Transferred Amounts.

7. Activity Reporting

7.1 The Bank and UNODC (under the terms of the Transfer Agreement) will each prepare semi-annual summary reports on progress in carrying out their respective Bank-Managed Activities and UNODC-Managed Activities, including an assessment of impacts, outputs and results, and will each submit those reports, subject to paragraph 1.6 in this Annex, to the StAR Secretariat for distribution to the Donors.

7.2 The Bank and UNODC (under the terms of the Transfer Agreement) will each prepare a final report on their respective Bank-Managed Activities and UNODC-Managed Activities and submit those reports, subject to paragraph 1.6 in this Annex, to the StAR Secretariat within six months of the date referred to in paragraph 8.2 of this Annex for distribution to the Donors.

8. Start Date; Disbursement Deadline; Cancellation; Refund

8.1 No disbursements from the StAR Trust Fund will be made for payments for expenditures prior to all signatures of this Administration Agreement, except for eligible categories of expenditures incurred on or after November 3, 2008, for Bank-Managed Activities. No funds for UNODC-Managed Activities may be used prior to the date of the transfer of the first Transferred Amount and no transfer of funds for UNODC-Managed Activities will be made prior to approval by the StAR Management Committee in accordance with paragraph 1.5 in this Annex.

8.2 It is expected that the Contribution will be fully disbursed by the Bank in accordance with the provisions of the Administration Agreements by June 30, 2021. The Bank shall only disburse Contribution for the purposes of the Administration Agreements after such date with the written approval of the Donors.

8.3 Any Donor or the Bank may, upon three (3) months’ prior written notice, cancel all or part of the Donor’s pro rata share of any remaining balance of the StAR Trust Fund that is not committed pursuant to any agreements entered into between the Bank or UNODC, as the case may be, and any consultants and/or other third parties for the purposes of the Administration Agreements prior to the receipt of such notice, including Bank Grant Agreements and the Transfer Agreement.
8.4. Upon the final disbursement date specified in paragraph 8.2 of this Annex, the Bank shall return any remaining balance of the StAR Trust Fund, and any funds returned by UNODC in accordance with the Transfer Agreement, to the Donors on a pro rata basis based on each Donor's Contributions relative to the sum of all Donors’ Contributions. In the event of a cancellation of an individual Donor’s pro rata share of uncommitted funds in the StAR Trust Fund in accordance with paragraph 8.3 in this Annex, the Bank shall return such cancelled balance in the StAR Trust Fund at the time to the Donor on the same pro rata basis.

9. Disclosure

9.1 The Bank will disclose the Administration Agreements, the Transfer Agreement and information on the StAR Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, Donors consent to disclosure of this Agreement and related information on this Trust Fund. This provision shall continue in full force and effect following completion of all StAR Trust Fund disbursements and termination of the Administration Agreements and Transfer Agreements.

9.2 UNODC shall immediately inform all Donors, with a copy to the Bank, of any illegal or corrupt practice in any activity financed under the Transfer Agreement. After consultation with UNODC, the Donors collectively based on consensus (but not individually) may ask the Bank to withhold disbursements on the Transfer Agreement in case of (a) a substantial deviation from work plans and budgets approved by the StAR Management Committee; (b) failure of UNODC to provide reports required under the Transfer Agreement; or (c) evidence of financial mismanagement of UNODC-Managed Activities. The Donors may collectively based on consensus or individually (up to their respective pro rata shares of uncommitted in the StAR Trust Fund in accordance with paragraph 8.3 in this Annex with respect to the funds in question under (a), (b) or (c) above) claim repayment in full or in part directly from UNODC to the extent UNODC has been able to obtain repayment from the negligent party if the funds are found to be misused or not satisfactorily accounted for. Such repayment shall be in accordance with the UNODC's financial regulations and rules. Before withholding disbursement or claiming repayment, UNODC and the Donors shall consult with a view to resolving the matter promptly.

10. Trust Fund Fee

10.1 The Bank shall calculate a fee each time funds from the Trust Fund become committed under a Bank Grant Agreement (the “Grant Amount”) and each time funds are transferred under the Transfer Agreement (the “Transferred Amount”). Such commitment shall occur when such Bank Grant Agreement is fully countersigned, and such transfer shall occur when the Bank transfers funds from the Trust Fund to UNODC, upon submission by UNODC of a transfer request to the Bank (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 Bank Grant Agreements that have been fully countersigned and funds transferred under the Transfer Agreement on or prior to the Calculation Date (the “Cumulative Total Amount”). The calculated fee shall depend on where the Cumulative Total Amount stands as the Grant Amount and the Transferred Amount are added and shall be determined in accordance with the following schedule:

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

Following each Calculation Date, the Bank shall deduct from the trust fund account, TF072650, and
retain for its own account, the fee as set forth above. Grant Amounts and/or Transferred Amounts
may not exceed the balance of uncommitted funds in such account net of the related fee.
ANNEX 3

Description of the Donor Consultative Group for StAR

The following description (the "Donor Group Description") shall be applicable to and form an integral part of all agreements (the "Administration Agreements") entered into between the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "Bank") and donor countries and/or organizations (hereinafter referred to as the "Donors") that provide funds (referred to as the "Contributions") to be administered by the Bank as part of the Stolen Asset Recovery Initiative ("StAR") Multi-Donor Trust Fund (the "StAR Trust Fund").

1. The Donor Group, comprising representatives of the partners contributing to the StAR Trust Fund, reviews StAR Trust Fund implementation.

2. The Donor Group meets annually in the last quarter of the calendar year, and may meet more often in special meetings. Meetings may be in person, by videoconference or by audio conference.

3. The Chair of the Donor Group is selected by the members of the Donor Group.

4. The StAR Secretariat provides semi-annual reports detailing progress in implementing StAR activities financed by the StAR Trust Fund. The Donor Group has a consultative role regarding future plans and past activities, but is not to be involved in the approval of StAR’s work plan, budget, reports, operations, deliverables or products.

5. The Donor Group may make recommendations to the StAR Management Committee regarding the strategic direction and implementation of StAR.

6. The StAR Secretariat provides each Donor Group member with a written notice of a Donor Group meeting not less than thirty days before the date of the meeting unless such notice has been waived by the intended recipient. Such notice states the date, place and time of the meeting and, in the case of a special meeting, the purpose(s) for which the meeting is being called.

7. The StAR Management Committee or StAR Secretariat may consult with the Donor Group by email, telephone or video conference between in-person meetings.

8. The Chair of the Donor Group will be responsible for the preparation of the minutes of each Donor Group meeting and will submit a draft to the Donors within 2 weeks of the meeting, after which the final draft will be provided to the StAR Secretariat for record keeping.