Administration Arrangement between the Minister for Foreign Trade and Development Cooperation of the Netherlands and the International Development Association concerning the Strengthening Governance Practices and Building Technical Capacity in Libya Multi-Donor Trust Fund (No.TF072499) Donor Reference No. 4000001383

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the "Bank") acknowledge that the Minister for Foreign Trade and Development Cooperation of Netherlands (the "Donor"); and together with the Donor, the "Participants" and each a "Participant") has decided, subject to legislative appropriations, to provide the sum of two million three hundred thousand United States Dollars (USD 2,300,000) (the "Contribution") for the Strengthening Governance Practices and Building Technical Capacity in Libya Multi-Donor Trust Fund, No. TF072499 (the "Trust Fund") 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 "Strengthening Governance Practices and Building Technical Capacity in Libya Multi-Donor Trust Fund Description" 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" attached hereto as Annex 2 and the provisions on "Governance" attached hereto as Annex 3.

3. The Donor will deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 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
(B) By September 2019

4. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund. If the Bank determines, on the basis of the speed of the implementation of the activities and availability of funds in the Trust Fund, that it is necessary to either bring Installments forward or delay them, the Bank and the Donor will mutually decide to revise the Installment schedule, as confirmed by the Bank to the Donor in writing.

5. 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 TF072499 (the Strengthening Governance Practices and Building Technical Capacity in Libya 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.

6. 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"):

Ms. Francesca Recanatini
Lead Public Sector Specialist
Governance Global Practice
The World Bank
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Email: frecanatini@worldbank.org

For the Donor (the "Donor Contact"):

Mr. Robin van Boxtel
Policy Officer Macroeconomic Advice & International Financial Institutions
Multilateral Organisations and Human Rights Department / International Financial Institutions (DMM/IF)
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Tel: +31 70 348 7964
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7. 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 TF072499 (the Strengthening Governance Practices and Building Technical Capacity in Libya Multi-Donor Trust Fund), and the date of the deposit. The Bank will provide a copy of such information to the Donor.

8. 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%.

9. All annexes hereto constitute an integral part of this Administration Arrangement, whose terms taken together will constitute the entire arrangement between the Donor and the Bank. 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 of all donors contributing to the Trust Fund.

10. 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 between the Bank and the Donor.
11. 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", and references to "comply", "non-compliance" and "obligations" will deemed to constitute references to "adhere", "non-adherence" and "terms".

12. 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 Bank and the Donor 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]

Name: Marie Françoise Marie-Nelly
Title: Country Director, Maghreb and Melilia
Date: November 19, 2018

KINGDOM OF THE NETHERLANDS MINISTRY FOR FOREIGN TRADE & INTERNATIONAL COOPERATION

By: [Signature]

Name: Peter van der Vliet
Title: Director Multilateral Organisations and Human Rights Department
Date: November 19, 2018
ANNEX I

Strengthening Governance Practices and Building Technical Capacity in Libya
Multi-Donor Trust Fund Description

This Annex shall 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 objectives of the Trust Fund are World Bank’s Governance Program in Libya to support the transition process from conflict and instability to a country that focuses on strong service delivery and good governance practices. In this process, the World Bank is supporting Libya with respect to creating an accountable government that is able to manage public resources effectively and transparently.

2. Activities

The activities to be financed by the Trust Fund are:

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

Component 1: Management of Public (national/subnational) Financial Resources

(a) Design and implementation of training activities and manuals for civil servants to improve cash management.

(b) Development of manual and training on budgetary classification, data management and monitoring.

(c) Provision of training and targeted advice on policy based budgeting, including development of Public Financial Management (PFM) Legal Framework.

(d) Provision of technical assistance for improving Public Investment Management (PIM), including supporting the government in the finalization of the organizational arrangements for planning and investment, and developing a manual of "Lessons Learned".

(e) Development of: (i) updating rules, regulations, and legal framework; (ii) delivering training workshop on commitment control; and (iii) finalizing manual for implementation on commitment control.

(f) Design and implementation of training activities for the National Audit Bureau, including mentoring, with the support of International Organization of Supreme Audit Institutions (INTOSAI).

(g) Developing: (i) a program for certification of accountants in Libya and supporting the necessary institutional arrangements; (ii) the core PFM Modules and guidance to incorporate accreditation; and (iii) arranging for study tours on professionalization of accounting sector.

(h) Develop and publish public investment and financial management training manuals.
(i) Improve public financial management processes for subnational public administrations through working with subnational government structures, and implementing agencies.

Component 2: Management of Information and Human Resources

(a) Design and implementation of training and workshops on effective state capacity building in post conflict settings; and organization of study tours to other post-conflict and transitional countries.

(b) Implementation of targeted training and technical assistance aimed at strengthening human resources management within the public administration; and provision of technical advice to the government for the redesign of the workforce management procedures.

(c) Development of series of learning on leadership skills for civil servants.

(d) Implementation of focus group on communication and service delivery at the national and subnational level.

(e) Delivery of training on coalition building for policy design.

(f) Development and publication of Handbook on policy making for civil servants in the Executive.

(g) Completion of manuals on procedures on data gathering and analysis as well as on flow of information within the Executive.

(h) Develop and implement a series of activities aimed at strengthening capacity of Ministry of Labor (MoL).

(i) Develop and deliver additional technical assistance and training aimed at improving the technical skills and capacity of selected government agencies and ministries to operate collaboratively and manage information.

(j) Support evidence-based policy making through training activities and data collection.

Component 3: Inter Institutional Collaboration and Coordination and Collaboration Across Agencies

(a) Development and implementation of series of workshops for civil servants on the role of checks and balances in the institutions and on broad “Government Functioning and Policy Making” in post conflict settings.

(b) Development and publication of Handbook on intra-institutional communication.

(c) Design of web-portal for the Prime Minister’s Office (PMO) and ministries to promote a more effective inter-institutional Framework.
(d) Development and implementation of a series of workshops targeting women within the public administration aimed at integrating gender issues and building capacity among women civil servants.

(e) Design and implementation of a series of focus groups and learning activities for civil servants on managing natural resource revenues in a transparent and accountable manner.

(f) Design and implementation of a series of workshops on statistical knowledge (including data collection and analysis) for the National Statistical Agency.

(g) Produce a guide on best practices and experiences on national/subnational dialogue, based on the Bank's experience in Yemen, Tunisia and Egypt.

(h) Provide training for specialized communication personnel in line ministries.

(i) Provide advice and guidance for the design and establishment of communication units in line ministries.

Component 4: Project Implementation Support

Carrying out activities related to the management of the Trust Fund, including donor coordination, communication, and outreach.

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

(a) Identification and support of demand-based requests to address knowledge gaps in governance and PFM.

(b) Knowledge sharing and peer-to-peer exchanges between development partners working on governance and PFM.

3. Eligible Expenditures

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

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

3.2 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" 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."
3.3 The "Indirect Rate" means the indirect rate, defined as a percentage of personnel costs and available at the *World Bank's Development Partner Centre 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.

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

(a) Consulting
(b) Goods
(c) Operating Costs
(d) 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."
ANNEX 2

Standard Provisions

This Annex shall 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 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 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 credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

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, which will be updated quarterly. 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 by January 5 and July 5 annually. 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, 2020 (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 shares in the Holding Currency as specified in paragraph 2.2 of this Annex 2; 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 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.

7.3 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.

8. **Trust Fund Fee**

8.1 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.

8.2 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.
This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

The World Bank Team of the Governance Global Practice (GGP) working on the proposed program will coordinate closely with other teams from within the World Bank and with donor colleagues to support institution and capacity building in Libya. In particular, the GGP team will work closely with the colleagues from Macro Economic and Fiscal Management Global Practice, the Local Governance unit and Fragile and Post-Conflict Cross Cutting unit, given the synergy existing between these work programs.

The overarching structure for coordination of the MDTF activities, policy dialogue and reporting is the Steering Committee which will include representatives of all donor partners and the World Bank Country Director for Libya and World Bank Senior Manager(s) of the Governance Global Practice. The Steering Committee will meet semi-annually, endorse the Annual Work Plans of the MDTF, will receive and endorse the annual reports of the MDTF and engage the Government of Libya departments as required. As required, meetings can be organized virtually.

At the technical level, the Task Team Leader of the World Bank will remain in regular contact with the representatives of the donors, and will provide at least every quarter an update on progress and on the financial status as required.