Amendment No. 3 to the Administration Agreement between the Bill & Melinda Gates Foundation and the International Bank for Reconstruction and Development and the International Development Association regarding the Strengthening Service Delivery for Universal Health Coverage Multi-Donor Trust Fund (Trust Fund No. 072851) (Donor Reference No. INV-000932)

1. Reference is made to the Administration Agreement between the Bill & Melinda Gates Foundation (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”) regarding the Strengthening Service Delivery for Universal Health Coverage Multi-Donor Trust Fund (Trust Fund No. 072851) (the “Trust Fund”) effective as of May 25, 2017, as amended (the “Administration Agreement”).

2. The Bank acknowledges that the Donor agrees to provide an additional contribution in the sum of six million three hundred thirty-one thousand four hundred ninety-two United States Dollars (USD 6,331,492) (the “Contribution”) for the Trust Fund in accordance with the terms of the Administration Agreement.

3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 3 above into such bank account designated by the Bank (each amount deposited referred to as an “Installment”) upon submission of a payment request by the Bank:

   (A) Promptly following countersignature – USD 2,653,568.
   (B) By January 31, 2021 – USD 2,133,545.
   (C) By January 31, 2022 – USD 1,544,379.

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 discuss and agree to revise the Installment schedule, as confirmed by the Bank to the Donor in writing.

5. When making a 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 Trust Fund No. 072851 (the Strengthening Service Delivery for Universal Health Coverage Multi-Donor 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 (202) 614-1315.

6. In addition, the Parties agree to amend the Administration Agreement as follows:

   (a) Paragraph 6 of the Administration Agreement shall be deleted and replaced with the following:

   “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:

Feng Zhao
Practice Manager
GHNGE
The World Bank
1776, G Street NW, Washington DC, 20017, USA
Tel: +1 (202) 473 8171
Email: fzhaoi@worldbank.org

For the Donor:

Ethan Wong
Program Officer
Global Delivery Program
Bill and Melinda Gates Foundation
500 5th Avenue N., Seattle, 98109
Tel: (206) 770 2204
E-mail: ethan.wong@gatesfoundation.org”

(b) Paragraph 5.1 of Annex 2 to the Administration Agreement shall be deleted and replaced with the following:

“5.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by April 30, 2023 (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.”

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

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ________________________________

Annette Dixon
Vice President
Human Development

Date: ________________________________

06-Dec-2019

BILL & MELINDA GATES FOUNDATION

By: ________________________________

Ethan Wong
Program Officer, Global Delivery

Date: ________________________________

06-Dec-2019