Amendment No. 3 to the Administration Arrangement between the Commonwealth of Australia, acting through the Department of Foreign Affairs and Trade and the International Bank for Reconstruction and Development and the International Development Association concerning the World Bank Australia Safeguards Partnership Single-Donor Trust Fund (No. TFO72261)

1. Reference is made to the Administration Arrangement between the Commonwealth of Australia, acting through the Department of Foreign Affairs and Trade (the "Donor") and the International Bank for Reconstruction and Development and the International Development Association (collectively, the "Bank"), concerning the World Bank Australia Safeguards Partnership Single-Donor Trust Fund No. 072261 (the "Trust Fund") effective as of June 12, 2014, as amended (the "Administration Arrangement").

2. Pursuant to recent discussions, the Bank and the Donor propose to amend the Administration Arrangement as follows:

(a) All references to "the Commonwealth of Australia" are replaced with "the Government of Australia".

(b) All references to "agree" and tenses of the verb "to agree" are replaced with "decide" and tenses of the verb "to decide".

(c) Sections 2.1(2) and 2.1(4) of Annex I to the Administration Arrangement are amended as follows:

"(2) Technical Capacity Building: Strengthening regional skilled technical capacity for environmental and social safeguards in the EAP Region, through: (a) the establishment of Learning Centers in Indonesia, Myanmar and the Pacific Island Countries and other EAP countries as may be determined; and (b) the provision of continued implementation support to the Learning Centers established in Vietnam and the Philippines, including the development of a strategy to be self-reliant and ensure their long-term sustainability."

"(4) Country Safeguards Systems Alignment: Improving the alignment of country safeguards system between DMC CSS and development partner policies and practices through: (a) carrying out a program of activities focused on safeguards and the private sector, including assessment of capacity, public private partnerships (PPP), and supply chain issues with sub-contractors and procurement systems; and identifying types of private sector involvement; (b) carrying out a program of activities focused on environmental health and safety (EHS) to improve EHS performance, including the development and implementation of safeguards compendium, trainings and tools; and (c) provision of continued support for COP meetings and institutional capacity building of developing member countries' CSS."

(d) Section 6.1 of Annex 2 to the Administration Arrangement will be deleted and replaced with the following:

"6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by September 30, 2020 (the "End Disbursement Date"). The Bank will only disburse funds deposited in the Trust Fund for the purposes of this Administration Arrangement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Arrangements of all the Donors. Following the End Disbursement Date, the Bank will return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Arrangement 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."

3. All other terms of the Administration Arrangement will remain the same.

4. The Bank will disclose this Amendment in accordance with the Bank's Policy on Access to Information. By entering into this Amendment, the Donor consents to such disclosure.

5. Each of the Donor and the Bank represents, by confirming its acceptance below, that it is authorized to enter into this Amendment and act in accordance with its provisions. The Donor and the Bank are each requested to sign and date this Amendment, and upon possession by the Bank of this fully signed Amendment, this Amendment will become into effect as of the date of the last signature.

International Bank for Reconstruction and Development and
International Development Association

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

Government of Australia, acting through the Department of Foreign Affairs and Trade

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]
Supplemental Arrangement between the Government of Australia, acting through the Department of Foreign Affairs and Trade and the International Bank for Reconstruction and Development and the International Development Association concerning the World Bank Australia Safeguards Partnership Single-Donor Trust Fund (Trust Fund No. TF072845 parallel to original Trust Fund No. TF072261)

1. Reference is made to the Administration Arrangement between the Government of Australia, acting through the Department of Foreign Affairs and Trade (the "Donor") and the International Bank for Reconstruction and Development and the International Development Association (collectively, the "Bank"), concerning the World Bank Australia Safeguards Partnership Single-Donor Trust Fund No. 072261 (the "Trust Fund") effective as of June 12, 2014, as amended (the "Administration Arrangement").

2. In connection with the Administration Arrangement, and in support of the World Bank Australia Safeguards Partnership Single-Donor Trust Fund, the Bank acknowledges that the Donor has decided, subject to Legislative appropriations, to provide a contribution in the amount of five million Australian Dollars (AUD 5,000,000) (the "Contribution") in accordance with the terms of this Supplemental Arrangement (the "Supplemental Arrangement").

3. In order to apply the Bank's new cost recovery provisions, the Bank has established a new parallel trust fund account (Trust Fund No. TF072845) (the "Parallel Account") for purposes of receiving contributions for the World Bank Australia Safeguards Partnership Single-Donor Trust Fund, which will be administered in parallel with the original trust fund account (Trust Fund No. TF072261) (the "Original Account"), both of which accounts constitute the World Bank Australia Safeguards Partnership Single-Donor Trust Fund.

4. The Donor will deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 2 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) By August 31, 2017 - two million Australian Dollars (AUD 2,000,000)
   (B) By June 30, 2018 - two million Australian Dollars (AUD 2,000,000)
   (C) By June 30, 2019 - one million Australian Dollars (AUD 1,000,000)

5. 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 decide to revise the Installment schedule, as confirmed by the Bank to the Donor in writing.

6. When making a 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 Trust Fund No. TF072845 (the World Bank Australia Safeguards Partnership Single-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 (202) 614-1315.

7. The Parallel Account, including with respect to the Contribution funds and any other funds contributed thereto, will be governed by the terms of the Administration Arrangement, except that the revisions specified in the Schedule attached to this Supplemental Arrangement will apply.

8. The Donor and the Bank decide that the End Disbursement Date for purposes of the Parallel Account is September 30, 2020.
9. For clarity, (a) subject to paragraphs 7 and 8 above, all other terms of the Administration Arrangement, as such terms may be amended from time to time, will apply to the funds in the Parallel Account; and (b) all funds in the Original Account will be governed by the terms of the Administration Arrangement, as such terms may be amended from time to time, without regard to this Supplemental Arrangement.

10. At the date of Bank's signature of this Supplemental Arrangement, the Indirect Rate (as defined in the Schedule to this Supplemental Arrangement) is 17%.

11. The Bank will disclose this Supplemental Arrangement in accordance with the Bank's Policy on Access to Information. By entering into this Supplemental Arrangement, the Donor consents to such disclosure.

12. It is understood that this Arrangement, including its Schedule, is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter, nor is it, in the Donor's understanding, any other form of international agreement. It is an administrative arrangement between the Bank and the Donor.

13. Each of the Donor and the Bank represents, by confirming its acceptance below, that it is authorized to enter into this Supplemental Arrangement and act in accordance with its provisions. The Bank and the Donor are each requested to sign and date this Supplemental Arrangement, and upon possession by the Bank of this fully signed Supplemental Arrangement, this Supplemental Arrangement will come into effect as of the date of the last signature.

International Bank for Reconstruction and Development and International Development Association

By: Date: May 24, 2017
Name: Title: Director of Strategy and Operations, EAP

Government of Australia, acting through the Department of Foreign Affairs and Trade

By: Date: 25/5/17
Name: Title: AS FB, MDD
Schedule

Revisions to the Administration Arrangement for Purposes of the Parallel Account Only

(A) Section 3 (Trust Fund Fees and Costs) of Annex 2 of the Administration Arrangement is hereby eliminated.

(B) Section 3 of Annex 1 of the Administration Arrangement is hereby substituted with the following terms:

"3.1 The following eligible expenditures categories may be used to finance Bank-executed activities:

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

3.2 For purposes of the above expenditure categories: (i) "staff costs (excluding short term consultants and temporaries)" includes salaries, benefits and Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures, and (ii) "short term consultants and temporaries" includes fees and Indirect Rate 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 Development Partner 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."

(C) The following activities description is added in Section 2.1 of Annex 1 of the Administration Arrangement:

"(6) The following activities may also be financed as Bank-executed activities by the Trust Fund:

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."