Administration Agreement between The Power of Nutrition and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi-Donor Trust Fund for Achieving Nutrition Impact at Scale (No. TF072405)

1. The International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA", collectively with IBRD the "Bank") hereby acknowledge that The Power of Nutrition (the "Donor", and together with the Bank, the "Parties" and each a "Party") agrees to provide the sum of fifty-five million United States Dollars (USD 55,000,000) (the "Contribution") for the Multi-Donor Trust Fund for Achieving Nutrition Impact at Scale, Trust Fund No. TF072405 (the "Trust Fund") in accordance with the terms of this Administration Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Administration Agreement.

2. The Contribution shall be used to finance the activities and expenditures set forth in the "Achieving Nutrition Impact at Scale 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 and "Governance" provisions attached hereto as Annex 3.

3. The Donor has expressed its preference that the Contribution be used to finance nutrition specific activities in Sub-Saharan Africa and South Asia. It is understood that the Bank will not be in a position to guarantee that the Contribution will be used for such purpose, and that the Bank will not have any obligation to the Donor if such preference cannot be achieved.

4. 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: an amount of five million United States Dollars (USD 5,000,000);

(B) By July 1, 2015: an amount of fifteen million United States Dollars (USD 15,000,000);

(C) By July 1, 2016: an amount of twenty million United States Dollars (USD 20,000,000);

(D) By July 1, 2017: an amount of ten million United States Dollars (USD 10,000,000); and

(E) By July 1, 2018: an amount of five million United States Dollars (USD 5,000,000).

The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund, such that if the speed of the implementation of the activities to be financed by the Trust Fund makes it necessary either to bring Installments forward or to delay them, the Installments schedule shall be amended as agreed by the Bank and the Donor.
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 TF072405 (the Multi-Donor Trust Fund for Achieving Nutrition Impact at Scale), 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 contact address specified below or to such other contact and/or address as such Party notifies in writing to the other Party from time to time:

For the Bank (the “Bank Contact”):

Claudia Rokx  
Lead Health Specialist  
Health, Nutrition and Population Global Practice  
The World Bank  
Tel: +7-495-7452081 / +31-6-57887019  
Fax: +1-202-522-3234  
E-mail: crokx@worldbank.org

For the Donor (the “Donor Contact”):

Charles Bleehen  
Director, Power of Nutrition  
7 Clifford Street  
London  
W1S 2FT  
United Kingdom  
Tel: +44 20 3740 6143  
E-mail: cbleehen@ciff.org

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.

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; provided, however, that any annexes to this Administration Agreement may be amended only by written amendment of all donors contributing to the Trust Fund.
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: Timothy Grant Evans
    Senior Director, Health, Nutrition and Population

Date: 16 April 2015

THE POWER OF NUTRITION

By: Michael Anderson
    Chairman of the Board
    The Power of Nutrition

Date: 16 April 2015
ANNEX 1

Achieving Nutrition Impact at Scale 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. Objective

1.1 The objective of the Trust Fund is to accelerate the scale-up of investments in nutrition programs in selected countries to effectively deliver evidence-based interventions leading ultimately to reductions in the prevalence of child stunting and other forms of undernutrition.

1.2 The Trust Fund has as its primary goals:
   a. Drive ambitious results at scale: to help countries deliver a dramatic improvement in nutrition results and have a direct impact of reducing the pool of stunted children and preventing deaths due to undernutrition;
   b. Scale up high impact, evidence-based interventions;
   c. Increase the use of results based financing instruments/approaches; and
   d. Strengthen nutrition capacity to support countries in designing and delivering quality programs.

2. Activities

2.1 The activities (which may be described as “components” of activities) to be financed by the Trust Fund are:

A. Recipient-executed activities, for which one or more Recipients (as defined in paragraph 8.1 of Annex 2 hereto) have implementation responsibility, entailing the financing of grants to different Recipients to co-finance nutrition components or activities of IDA-funded projects, and consisting of design, preparation, implementation, supervision, and monitoring and evaluation of the nutrition components or activities included in said projects.

B. Bank-executed activities, for which the Bank has implementation responsibility:
   
   (i) Undertaking of Analytic and Advisory Activities (“AAA”) including, but not limited to, country nutrition situation analyses, development of advocacy materials (print and multi-media), and costed national nutrition plans.
   
   (ii) Provision of technical assistance to countries for capacity development, including, but not limited to, country- and regional training programs, peer learning through South-South sharing, and costing of national nutrition plans in preparation for design/implementation of high quality nutrition programs.
(iii) Design and preparation of nutrition projects and project components.
(iv) Supervision of Recipient-executed activities.
(v) Monitoring and evaluation of Recipient-executed program achievements, and management of the overall program financed by the Trust Fund.
(vi) Program management, administration and operational activities for the Trust Fund, including, without limitation, arranging meetings of the Steering Committee (as defined in Annex 3 hereto), progress reporting and the development and dissemination of lessons learned, liaising with the Steering Committee, administering the Trust Fund program, encompassing inter alia liaising with Bank technical staff and managers, processing Trust Fund-supported project proposals and preparing the work program and annual report of the Trust Fund.

3. **Eligible Expenditures**

3.1 For Bank-executed activities, the Trust Fund funds may be used to finance: (i) Associated Overheads; (i) Consultant Fees Individuals with Indirect Costs and Firms; (ii) Contractual Services; (iv) Equipment and Office Premises Lease Cost; (v) Extended Term Consultants with Indirect Costs; (vi) Field Assignment Benefits; (vii) Media, Workshop, Conference and Meeting; (viii) Staff Costs with Indirect Costs; (ix) Temporary Support Staff Costs with Indirect Costs; and (x) Travel Expenses.

3.2. The maximum amount of the Trust Fund that can be used to finance Bank-executed activities: (i) under subparagraphs 2.1.B (i), (ii), (iii), (iv) and (v) of this Annex, shall not exceed ten percent (10%) of the Contributions; and (ii) under subparagraph 2.1.B (vi) of this Annex, shall not exceed three percent (3%) of the Contribution, unless otherwise agreed in either case in writing between the Donor and the Bank.

3.3 For Recipient-executed activities, the Trust Fund funds may be used to finance eligible expenditures in accordance with the Bank’s applicable policies and procedures.

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. **Selection Criteria**

5.1 Recipient-executed activities proposed for financing by the Contribution shall be selected in accordance with the following criteria:

   a. **Country identification**: countries shall be identified by the Bank based on objective, transparent criteria, including:

      • High need and high burden of child stunting;
      • Strong commitment to improving nutrition; and
      • Readiness to scale up, including absorptive capacity.
b. **IDA financing:** The Trust Fund financing shall be matched to IDA financing for any new nutrition activities, as follows:

- For individual projects, and unless otherwise established by the Steering Committee on a case-by-case basis, the Contribution shall be provided for nutrition activities on the basis of an expected match of 1:2 (Trust Fund:IDA) and no less than 1:1, in each case, to IDA financing of any new nutrition activities; and

- During the entire implementation period of the Trust Fund, on average for the overall disbursed amount of the Contribution, financing for nutrition activities shall be committed to match IDA financing for any nutrition activities on a 1:2 ratio match (Trust Fund:IDA).
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. **Trust Fund Fees and Costs**

3.1 The Bank shall deduct and retain for its own account, as a deduction from each Installment, an amount equal to two percent (2%) per Installment as an administrative fee for the Trust Fund.

3.2 Each Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Agreement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Agreements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Donors under new Administration Agreements.

4. **Accounting and Financial Reporting**

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

4.2 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.

4.3 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.

4.4 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.

4.5 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.

5. **Progress Reporting**

5.1 The Bank shall provide the Donors with annual reports on the progress of the activities financed by the Contributions. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

5.2 Any Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. The Donor and the Bank shall use reasonable endeavours to 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.

6. **Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by September 30, 2022 (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.

6.2 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 (as defined below), 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.
7. Disclosure: Dispute Resolution

7.1 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. Any Donor may disclose its Administration Agreement and related information on the Trust Fund, unless such information is provided by the Bank in confidence.

7.2 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.

8. Grants to Recipients

8.1 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.

8.2 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.

8.3 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.
ANNEX 3

Governance

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

a. A Steering Committee, consisting of representatives from the Bank and each Donor, shall be established: (i) to provide strategic guidance on the implementation of the Trust Fund objective; (ii) to review and provide comments to the Annual Work Plan and Budget; and (iii) to discuss progress on the implementation of activities funded by the Trust Fund. The Steering Committee will meet at least annually to discuss the Trust Fund annual report findings, implications for the Trust Fund related to new research or operational reviews, and the forward plans for the Trust Fund. Said meetings will be chaired by a senior staff member of the Bank’s Health, Nutrition and Population Global Practice.

b. In addition, each Recipient-executed funding proposal, in the form of a Bank Project Concept Note, will require the unanimous approval (on a non-objection basis) from the Donors represented on the Steering Committee within a period of ten (10) business days from its submission.

Subject to the provisions of the preceding paragraphs, the Bank shall be solely responsible for making decisions with respect to the allocation of funds, the implementation of Bank-executed activities, and the supervision of Recipient-executed activities.