Administration Agreement between The Trustees of Sir Ratan Tata Trust and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi Donor Trust Fund for a Water Secure India (No.TF072720)

1. The International Bank for Reconstruction and Development ("IBRD"), an international development institution established by IBRD Articles of Agreement adopted by its member countries, and the International Development Association ("IDA") (collectively, the "Bank"), an international development institution established by IDA Articles of Agreement adopted by its member countries, both having their registered offices at 1818 H Street NW, Washington, DC 20433, (collectively, the "Bank") acknowledge that Sir Ratan Tata Trust (the "Donor"), a charitable organization registered under the Maharashtra Public Trusts Act, having its registered office at Bombay House, 24, Homi Mody Street, Fort, Mumbai (and together with the Bank, the "Parties" and each a "Party") agrees to provide the sum of three million United States Dollars (US$3,000,000) (the "Contribution") for the Multi Donor Trust Fund for a Water Secure India, No.TF072720 (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 set forth in the "Multi Donor Trust Fund for a Water Secure India 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 the provisions on "Governance" attached hereto as Annex 3.

3. 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 IBRD (each amount deposited hereinafter referred to as an "Installment") upon submission of a payment request by the Bank:

   (a) Promptly following countersignature: US$1,050,000
   (b) By December 1, 2017: US$1,050,000
   (c) By December 1, 2018: US$900,000

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 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 TF072720 (the Multi Donor Trust Fund for a Water Secure India), 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 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 (the "Bank Contact"):

Jyoti Shukla  
Senior Manager  
Global Programs, Water Global Practice  
The World Bank  
1818 H Street NW  
Washington, DC  
U.S.A.  
Tel: +1 202 473 7196  
Fax: +1 202 614 0276  
Email: jshukla@worldbank.org

For the Donor (the "Donor Contact"):

Burzis Taraporewala  
Secretary and Chief Accountant  
Sir Ratan Tata Trust  
Bombay House, 24, Homi Modi Street, Mumbai- 400001  
Tel: 022-66657795  
Fax: 022-61358369  
E-mail: btaraporewala@tatatrust.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 between the Donor and the Bank. When making any deposit, the Bank shall 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 TF072720 (the Multi Donor Trust Fund for a Water Secure India), and the date of the deposit. The Bank shall provide a copy of such information to the Donor.

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

9. 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.
10. 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: 
Name: Hisham Abdo
Title: Acting Country Director, India
Date: April 5, 2017 in New Delhi, India

The Trustees of SIR RATAN TATA TRUST
Through the Trust representative/authorized signatory

By: __________
Name: R Venkataramanan
Title: Managing Trustee
Date: April 6, 2017 in New Delhi, India
Multi Donor Trust Fund for a Water Secure India 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 objective of the Trust Fund is to contribute to the sustainable management and development of water resources and to improve water and sanitation services in India.

2. **Activities**

The activities (which may be described as “components” of activities) to be financed by the Trust Fund fall under the following pillar: (a) Swachh Bharat Mission (Gramin), as such pillar may be revised and/or additional pillars created, to achieve the overall objectives of the Trust Fund, with the approval of the Donor Committee in accordance with Annex 3 to this Agreement, and consist of:

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

(a) **Pillar 1: Swachh Bharat Mission (Gramin):** Provision of technical assistance, advisory and knowledge sharing activities to support institutional capacity development at the national level and to select states for achieving results on reducing open defecation, sustaining open defecation free villages and increasing villages with solid liquid waste management practices, including:

(i) Component 1 (National level technical support): Carrying out of knowledge, technical assistance and advisory activities to build capacity of Ministry of Drinking Water and Sanitation, focused on, *inter alia,* (A) strengthening and revision of existing policies on the basis of evidence and lessons learnt; (B) behavior change communication at national level; (C) process and outcome monitoring; and (D) solid and liquid waste management.

(ii) Component 2 (State level technical support): Carrying out of knowledge, technical assistance and advisory activities targeted towards select states that have high incidence of open defecation, to support the reduction of open defecation, ensure sustained open defecation free villages, and increase the number of villages with adequate solid liquid waste management.

(iii) Component 3 (Support for knowledge management, action learning): Carrying out of knowledge, technical assistance and advisory activities at the national and state level to strengthen systematic knowledge sharing, dissemination of good practices, and facilitating action learning.

(b) Program management and administration activities for the Trust Fund, including but not limited to, supporting any program governance arrangements and 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 program.
3. **Eligible Expenditures**

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

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

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 and temporaries” 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 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.

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.
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, including its annexes, 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.

4. **Progress Reporting**

4.1 The Bank shall provide the Donors with annual written progress reports by January 31\textsuperscript{st}. 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 narrative 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 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.

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 share 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.
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.

1. The Bank will convene the Donor Committee ("DC") as the decision-making body for the Trust Fund responsible for: (a) providing strategic direction and general oversight of the progress of activities supported or proposed to be supported under the Trust Fund; (b) deciding on the conditions for joining and the acceptance of new donors to the Trust Fund and/or the addition or modification of any Trust Fund pillars; (c) selecting activities to be financed from the Trust Fund, through endorsement of the six monthly rolling work plan to be prepared by the Bank, and providing recommendations to be incorporated into subsequent work plans; and (d) periodically reviewing and providing feedback on reports on the progress of preparation or implementation of activities supported or proposed to be supported under the Trust Fund in accordance with mutually agreed results frameworks.

2. The DC shall approve a manual for the operations of the DC ("Operating Manual"), which shall be developed in close consultation and by consensus among all members of the DC, and adopted by the first meeting of the DC. The membership, decision-making and other roles and responsibilities of the Donor Committee, and other governance arrangements for the Trust Fund will be set forth in the Operating Manual. Such manual may be amended from time to time in close consultation and by consensus among all members of the DC; provided however that in the event of any inconsistency between such manual and the provisions of the Trust Fund Administration Agreements, the latter shall prevail.

3. The Donor Committee will meet at least once annually, such meeting to be chaired by the Bank, with additional interactions during the year, as necessary.