Administration Arrangement between the Government of the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development (DFID), and the International Bank for Reconstruction and Development and the International Development Association concerning the Tanzania Urban Resilience Program Single-Donor Trust Fund (TF072566)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledges that the Government of the United Kingdom of Great Britain and Northern Ireland, acting through the Department for International Development (DFID) (the “Donor”, and together with the Bank, the “Participants” and each a “Participant”) agrees to provide the sum of thirty five million Pound Sterling (£35,000,000) (the “Contribution”) for the Tanzania Urban Resilience Program Single-Donor Trust Fund (TF072566) (the “Trust Fund”) in accordance with the provisions of this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the “Tanzania Urban Resilience Program Single 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.

3. The Donor will 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) By 31 May 2016: Three hundred thousand Pounds Sterling (£300,000)
   (b) By 31 August 2016: One million Pounds Sterling (£1,000,000)
   (c) By 31 December 2016: One million and one hundred thousand Pounds Sterling (£1,100,000)
   (d) By 31 June 2017: Three million and three thousand Pounds Sterling (£3,300,000)
   (e) By 31 December 2017: Three million and three thousand Pounds Sterling (£3,300,000)
   (f) By 31 June 2018: Four million Pounds Sterling (£4,000,000)
   (g) By 31 December 2018: Four million Pounds Sterling (£4,000,000)
   (h) By 31 June 2019: Six million and five hundred thousand Pounds Sterling (£6,500,000)
   (i) By 31 December 2019: Six million and five hundred thousand Pounds Sterling (£6,500,000)
   (j) By 31 June 2020: Two million and five hundred thousand Pounds Sterling (£2,500,000)
   (k) By 31 December 2020: Two million and five hundred thousand Pounds Sterling (£2,500,000)

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 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 Tanzania Urban Resilience Program Single-Donor Trust Fund (TF072566), 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 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”):

Eric Dickson  
Senior Specialist: Urban Development & Disaster Risk Management  
Social, Urban, Rural and Resilience  
The World Bank  
Mirambo Building, 50 Mirambo St,  
Tel: +255 22 216 3739  
E-mail: edickson@worldbank.org

For the Donor (the “Donor Contact”):

Until 30/09/2016  
Raakhi Williams  
Policy and Programme Advisor  
DFID Tanzania  
Umoja House 5th Floor, Garden Avenue, Dar es Salaam, Tanzania  
Tel: + 255 22 229  
E-mail: raakhi-williams@dfid.gov.uk

From 01/10/2016  
Gillian Rogers  
Head, Sustainable Growth Team  
DFID Tanzania  
Umoja House 5th Floor, Garden Avenue, Dar es Salaam, Tanzania  
Tel: + 255 229 0303  
E-mail: g-rogers@dfid.gov.uk

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 jointly decided with the World Bank.

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. In providing funds under this Arrangement, the Donor does not intend to accept any responsibility or liability towards any third parties for any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

10. 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.

11. 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.
12. 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”.

13. 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 requested to sign and date this Administration Arrangement, and upon possession by the Bank of this fully signed Administration Arrangement, this Administration Arrangement will become into effect as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature]
Name: BELLA BROD
Title: COUNTRY DIRECTOR
Date: 13/05/16

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
Acting through the DEPARTMENT FOR INTERNATIONAL DEVELOPMENT (DFID)

By: [Signature]
Name: VEEL CHANDRA
Title: HEAD OF OFFICE
Date: 09/05/2016
ANNEX I

Tanzania Urban Resilience Program Single-Donor Trust Fund Description

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

1. Objectives

The objectives of the Trust Fund are to support national and local governments in Tanzania to strengthen the management of climate risk in cities.

2. Activities

The activities to be financed by the Trust Fund are:

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

(a) Information and Data Management for Climate Risk Awareness

Support to strengthen the identification and understanding of climate risk and uncertainty in the local context, and enhance the linkages and coordination between risk management stakeholders, through, inter alia: (i) carrying out selected risk assessments; (ii) development of a damage and loss reporting system and geospatial data portal and information systems; and (iii) scaling up of geocoding, crowdsourcing and Information Communication Technology (ICT) innovations.

(b) Urban Management Solutions for Climate Risk

Carrying out capacity building activities for selected cities in Tanzania to plan and respond to climate risk vulnerability, through inter alia: (i) developing emergency response management systems, (ii) developing risk-sensitive land use plans, participatory climate risk sensitization plans, community based early warning systems, and carrying out training and behavior change campaigns; (iii) developing incentive based programs to promote climate resilience; (iv) developing climate risk solutions curriculum; and (v) providing just-in-time advisory services and analytics for priority sectors including but not limited to water supply and sanitation, transport, information and communication technology, urban development, social development and disaster risk management.

(c) Program Implementation Support, Knowledge Management and Dissemination

Provision of implementation support for the supervision of recipient executed activities and carrying out knowledge management, communications and outreach, and dissemination activities for the Program.

(d) Program Management and Administration

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; reporting on progress; and monitoring and evaluating the program.
2.2. Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

(a) **Information and Data Management for Climate Risk Awareness**

Support to strengthen the identification and understanding of climate risk and uncertainty in the local context, and enhance the linkages and coordination between risk management stakeholders, through, *inter alia*: (i) carrying out selected risk assessments; (ii) development of a damage and loss reporting system and geospatial data portal and information systems; and (iii) scaling up of geocoding, crowdsourcing and ICT innovations.

(b) **Urban Management Solutions for Climate Risk**

Carrying out capacity building activities for selected cities in Tanzania to plan and respond to climate risk vulnerability, through, *inter alia*: (i) developing emergency response management systems, (ii) developing risk-sensitive land use plans, participatory climate risk sensitization plans, community based early warning systems, and carrying out training and behavior change campaigns; (iii) developing incentive based programs to promote climate resilience; (iv) developing climate risk solutions curriculum;

(c) **Climate Smart Infrastructure**:

Support planning, design, and implementation of key physical risk reduction investments to manage climate risk to improve resilience of critical infrastructure by targeting measures aimed at protecting priority river basis and improving flood management infrastructure. The activities include, *inter alia*: (i) rehabilitation of priority river basis including conservation, forest protection (to reduce soil erosion) and increase water retention capacity to reduce runoff; and (ii) enhancement of flood protection infrastructure and improvement of drainage networks.

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) extended term consultants and temporaries
(e) short-term consultants and temporaries;
(f) staff costs (excluding short 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; and (ii) “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.
3.4 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.

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

(a) Goods
(b) Works
(c) Consultant Services
(d) Operating Costs
(e) 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.

5. **Governance Arrangements**

5.1 **Steering Committee**

(a) The Bank will establish a Steering Committee to: (i) provide strategic guidance and direction on the implementation of the Trust Fund activities; (ii) provide inputs and endorse the annual work plans and budgets; and (iii) review progress reports against proposed results. The Steering Committee will be chaired by the World Bank and will be comprised of representatives from the Donor and Tanzanian government counterparts.

(b) It is envisaged that the Steering Committee will meet at least once annually, with additional interactions during the course of the year on an as-needed basis. Any additional meetings may be conducted virtually or in person.

5.2 **Technical Advisory Committee**

A Technical Advisory Committee will be established to: (i) provide technical guidance and direction on the implementation of activities financed by the Trust Fund; and (ii) discuss the progress in the implementation of such activities. The Technical Advisory Committee will comprise of a high-level representative of the Bank and of the Donor. It is envisaged that the Technical Advisory Committee will meet at least quarterly. Meetings may be conducted virtually or physically.

5.3 Throughout the year, there will be an ongoing open dialogue with DFID on the activities and progress of the Trust Fund.
Standard Provisions

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor, it being understood that any plural references in the annexes to Donors, Administration Agreements, Contributions and pro rata shares shall be read as singular references to the Donor, its Administration Agreement, its Contributions thereunder and the remaining uncommitted balance of the Trust Fund, respectively.

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 of 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 the 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 transfer all income from such investment to the Donor's applicable donor balance account with the Bank.

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 annual written progress reports. 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 six (6) months following the End Disbursement Date. 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 December 31, 2021 (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.

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.