Trust Fund Administration Arrangement between the Department of Foreign Affairs and Trade of Ireland and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi-Donor Trust Fund for Statistical Capacity Building III

(Trust Fund No. 072825 parallel to original Trust Fund No. 070561)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the "Bank") acknowledge that the Department of Foreign Affairs and Trade of Ireland as represented by Irish Aid (the "Donor", and together with the Bank, the "Participants" and each a "Participant") has decided to provide the sum of six hundred thousand United States Dollars US$ 600,000 (the "Contribution") for the Multi-Donor Trust Fund for Statistical Capacity Building III (Trust Fund No. 072825) (the "Trust Fund") in accordance with the terms of this Administration Arrangement. Other donors are also expected to contribute to the Trust Fund on the basis specified in the Annexes to this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the "Description of Activities and Expenditures under the Multi-Donor Trust Fund for Statistical Capacity Building III" attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Arrangement, including the "Standard Provisions Applicable to the Multi-Donor Trust Fund for Statistical Capacity Building III" attached hereto as Annex 2.

3. The Donor will deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 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 June 30, 2017 - US$ 200,000
   (B) By December 31, 2017 - US$ 200,000
   (C) By December 31, 2018 - US$ 200,000

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 Trust Fund No. 072825 (Multi-Donor Trust Fund for Statistical Capacity Building III), 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) 644-1315.

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, fax 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"):

Grant Cameron  
Manager, DECDG  
The World Bank  
1818 H Street, NW  
Washington, DC 20433  
U.S.A.  
Tel: (202) 458-0144  
Fax: (202) 522-3645  
E-mail: jcameron1@worldbank.org

For the Donor (the "Donor Contact"):

Dympna Hayes  
Director  
Multilateral Unit  
Department of Foreign Affairs and Trade, 13-15 Hatch St, Dublin 2,  
Ireland  
Tel: - 353 1 4082000  
E-mail: multilateralunit@dfa.ie

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 agreed with the Bank. When making any deposit, the Bank will 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 Trust Fund No. 072825 (the Multi-Donor Trust Fund for Statistical Capacity Building III), and the date of the deposit. The Bank will provide a copy of such information to the Donor.

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

9. 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; provided, however, that any annexes to this Administration Arrangement may be amended only by written amendment of all donors contributing to the Trust Fund.

10. 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. It is an administrative arrangement between the Bank and the Donor.

11. All references made in the Annexes to "shall", "Administration Arrangement" and "Parties" will have the same meaning as the term "will", "Administration Arrangement" and "Participants" herein. In addition, references in the Annexes to "Arrangements" or to tenses of the verb "to agree" will be deemed to constitute references to "decisions" or to tenses of the verb "to decide".

12. Each of the Participants represents, by confirming its Arrangement below, that it is authorized to enter into this Administration Arrangement and act in accordance with these 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 effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ___________________________ Date: 30.06.17
Name: Grant Cameron
Title: Acting Director

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE OF IRELAND AS REPRESENTED BY IRISH AID

By: ___________________________ Date: 2.06.17
Name: Dympna Hayes
Title: Director
Description of Activities and Expenditures under the Multi-Donor Trust Fund for Statistical Capacity Building III

I. Description of Activities

The first Multi-Donor Trust Fund for Statistical Capacity Building (TFSCB I) was established in 1999 to strengthen the capacity of statistical systems in developing countries. It is closely coordinated with the work of the Partnerships in Statistics for Development in the 21st Century (PARIS21) consortium and is part of the worldwide effort to reduce poverty by strengthening the evidence base for decision making at all levels. In conjunction with national governments, the aid programs of bilateral donors as well as other international initiatives, TFSCB provides a practical mechanism to achieve the PARIS21 vision, that is, to develop effective and efficient national statistical systems and to promote a culture of evidence-based decision-making. In line with the priorities identified by the contributing donors, the emphasis is on strengthening statistical systems in support of national poverty reduction strategies and other national and international development goals. In particular, TFSCB helps developing countries to set out a medium to long-term strategic vision for their statistical systems, to prepare programs and plans to put this vision into effect and then to implement specific capacity building projects. Since the establishment of TFSCB I, the demands of resources have been substantially above the levels originally anticipated in the launch document. Therefore, the Donors contributed additional funding to a TFSCB II, and now to a third iteration of the Project, the TFSCB III.

TFSCB III will finance two main kinds of projects. The first type of project provides technical and financial support to the preparation of National Strategies for the Development of Statistics (NSDS). The purpose of an NSDS project is to define the best national long-term strategy to develop an efficient and sustainable statistical system in the recipient country. NSDS should cover the entire statistical system and be adopted at the highest political level after having reached a consensus among all stakeholders of the statistical system.

The second type of project financed under the TFSCB III will be non-NSDS capacity building activities in specific priority sectors. These projects may target the implementation of one or more critical components of NSDS. All non-NSDS projects must be based on a formal assessment of the statistical system and must demonstrate how they will address the main capacity weaknesses. If a country does not have NSDS, it is strongly encouraged to prepare one before applying for a non-NSDS project.

In addition, TFSCB III may also finance 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.
1. For Bank-executed activities, the Trust Fund funds may be used to finance:
   
   (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.

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. 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.

4. For Recipient-executed activities the Contribution funds will be used to finance the following categories of expenditure: Consulting services (including travel), goods, training and workshop costs (including travel), administrative/management fees and operating costs.
The following provisions (hereinafter referred to as the "Standard Provisions") shall be applicable to and form an integral part of all agreements entered into between the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively, the "Bank") and donor countries and/or organizations (hereinafter referred to as the "Donors") that provide grants (referred to as the "Contributions") to be administered by the Bank for the Multi-Donor Trust Fund for Statistical Capacity Building III (the "Project").

I. Administration of the Contributions

1.1 The Bank shall be responsible only for performing those functions specifically set forth in this Administration Arrangement, including its annexes, and will 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 Arrangement will 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 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 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 Donor acknowledges that this provisions 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 the Donor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

2. Commingling, Exchange and Investment of the Contributions

2.1 The Contributions shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The Contributions may be commingled with other trust fund assets maintained by the Bank.

2.2 The Contributions may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

2.3 The Bank shall invest and reinvest the Contributions pending their disbursement in accordance with the Bank's 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 Fee

3.1 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.

3.2 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.

4. Grants to Recipients

4.1 The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into grant Agreements (the "Grant Agreements") with one or more recipients (the "Recipients") for the provision of Contribution funds for the purposes of this Administration Agreement and on the terms and conditions set forth in the Grant Agreements. The Bank shall furnish a copy of the Grant Agreements to the Donors.

4.2 The Bank shall be responsible for the supervision of the Project activities financed under the Grant Agreements.

4.3 If, in the Bank's opinion, an amount of the Contribution funds allocated to any of the expenditure categories specified in Annex I to this Agreement will be insufficient to finance the expenditures for such category, the Bank may reallocate to such category an amount of the Contribution funds then allocated to another category which, in the Bank's opinion, will not be necessary to meet other expenditures. The Bank will notify the Donors of such a reallocation.

4.4 The Bank shall promptly inform the Donors of any significant modification to the terms of any Grant Agreement 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.

5. Procurement

5.1 For Bank-executed activities, the employment and supervision of any consultants and the procurement of any goods financed by the Contributions shall be the responsibility of the Bank and shall be carried out in accordance with its applicable policies and procedures.

5.2 For Recipient-executed activities, the Grant Agreements shall provide that the Contributions shall be used by the Recipients to finance expenditures for goods and services, as the case may be, in accordance with the Bank’s Guidelines on “Procurement under IBRD Loans and IDA Credits” and the Bank’s Guidelines on the “Selection and Employment of Consultants by World Bank Borrowers,” as in effect at the date of entry into the respective Grant Agreements.
6. Accounting and Financial Reporting

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

6.2 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 Development Partner Center 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 Development Partner Center website.

6.3 The Bank shall provide to the Donors via the Development Partner 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.

6.4 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.

7. Progress Reporting

7.1 The Bank shall provide the Donors with an annual report on the progress of activities financed by the Contributions. Within six (6) months of the final disbursement date specified in paragraph 8.1, the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

8. Disbursement, Cancellation, Refund

8.1 It is expected that the Contributions will be fully disbursed by the Bank in accordance with the provisions of this Administration Agreement by December 31, 2020. The Bank shall only disburse Contributions for the purposes of this Administration Agreement after such date with the written approval of the Donors.

8.2 Any Donor or the Bank may, upon three (3) months’ prior written notice, cancel all or part of the Donor’s pro rata share, of any remaining balance of the Contributions that is 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 prior to the receipt of such notice, including the Grant Agreements.

8.3 Upon the final disbursement date specified in paragraph 8.1, the Bank shall return any remaining balance of the Contributions to the Donors on a pro rata basis. In the event of a cancellation of an individual Donor’s pro rata share of uncommitted Contributions in accordance with paragraph 8.2, the Bank shall return such cancelled balance to the Donor.
9. Disclosure

The Bank may disclose this Administration Agreement and information on this Trust Fund in accordance with the Bank's policy on disclosure of information, in effect at the time of such disclosure.