

***Administration Arrangement between the Ministry of Foreign Affairs of the Netherlands and the International Bank for Reconstruction and Development and the International Development Association concerning the Public-Private Infrastructure Advisory Facility Umbrella Multi-Donor Trust Fund (Trust Fund No. 073760)***

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the "Bank") acknowledge that the Ministry of Foreign Affairs of the Netherlands (the "Donor", and together with the Bank, the "Participants" and each a "Participant") has decided to provide the sum of six million thirty-six thousand six hundred seven United States dollars and forty-six cents (USD 6,036,607.46) (the "Contribution") for the Public-Private Infrastructure Advisory Facility Umbrella Multi-Donor Trust Fund (Trust Fund No. 073760) (the "Trust Fund") in accordance with the provisions 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 "Public-Private Infrastructure Advisory Facility Umbrella Multi-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 and the provisions on "Governance" attached hereto as Annex 3.
3. The Donor hereby authorizes the Bank, promptly following countersignature of this Administration Arrangement, to transfer the Contribution from the Public-Private Infrastructure Advisory Facility (PPIAF) Multi-Donor Trust Fund II (Parallel Trust Fund No. 072643) to this Trust Fund.
4. 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:

Jemima Sy  
Program Manager – PPIAF  
IPGPF/Infrastructure Finance, PPPs and Guarantees Department  
The World Bank  
Tel: + 1 202 473 9109  
Email: jsy@worldbank.org

For the Donor:

Johan Veul  
Head of Private Sector Development, Member Management Team DDE  
Department for Sustainable Economic Development (DDE) Ministry of Foreign Affairs  
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The Netherlands  
Tel: +31 6 52503048  
Email: johan.veul@minbuza.nl

5. 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 mutually decided 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. 073760 (the Public-Private Infrastructure Advisory Facility Umbrella Multi-Donor Trust Fund), and the date of the deposit. The Bank will provide a copy of such information to the Donor.

6. All annexes hereto constitute an integral part of this Administration Arrangement, whose provisions 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.

7. 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.

8. 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", and references to "comply", "non-compliance" and "obligations" will be deemed to constitute references to "adhere", "non-adherence" and "terms".

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

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

By: Pablo Fajnzylber Date: 16-Feb-2022  
Pablo Fajnzylber  
Director, Strategy and Operations  
ISODR/Infrastructure

**MINISTRY OF FOREIGN AFFAIRS OF THE NETHERLANDS**

By: Johan Veul Date: 17-Feb-2022  
Johan Veul  
Head of Private Sector Development  
Member Management Team DDE, Ministry of Foreign Affairs

## **Public-Private Infrastructure Advisory Facility Umbrella Multi-Donor 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. **Objectives**

The objective of the Trust Fund is to increase the availability of green, resilient, affordable, and inclusive infrastructure services by improving the enabling environment for private sector participation.

### 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) **Institutions Building for Private Participation in Infrastructure (PPI).** Activities under this component will focus on strengthening the capacity of client countries to improve their policy and legal frameworks, better identify opportunities, assess risks and increase PPI in the sectors of energy, transportation, digital development, water and sanitation, solid waste management and other urban economic infrastructure services, logistics for agriculture trade, logistics for health service delivery (“Eligible Infrastructure Sectors”). Specific activities will include but are not limited to: (i) providing technical assistance on good practices on benchmarking PPI legal, institutional and regulatory frameworks, processes and practices; (ii) carrying out analysis to identify and mitigate risks to PPI, including climate risks; (iii) convening knowledge exchange events with relevant stakeholders on PPI issues; (iv) conducting analysis and developing guidance notes on good practices in PPI planning, programming and project development, including management of fiscal commitments and contingent liabilities, PPI model structures, and procurement and contract management; (v) developing and disseminating tools and knowledge products to increase knowledge and skills on PPI; (vi) carrying out training and advising on good practices on the development of PPI program pipelines, fiscal commitments and contingent liabilities, and government support mechanisms; (vii) advising on good practices on risk allocations provisions and benchmarking risk-treatment in specific industries; (viii) conducting global research and analysis on the performance of PPI programs and drivers of success; (ix) carrying out training and providing knowledge inputs in the development of certification programs for PPP professionals; (x) and collecting, compiling, analyzing and disseminating PPI data, including financing information and type of project.
- (b) **Competition and Infrastructure Market Development.** Activities under this component will aim at supporting client countries to inform the structuring, establishment and regulation of markets for sustainable infrastructure. Specific activities will include but are not limited to: (i) carrying out analysis of characteristics of infrastructure markets, including identifying market failures and barriers to achieve sustainable infrastructure, and existing sector regulatory frameworks and performance of the regulators; (ii) providing technical assistance on good practices on developing market structures and regulatory frameworks including good practices and international industry standards on (A) designing competition and procurement rules, standards and participation requirements, (B) preparing methods on service standards and tariff

- settings; (iii) advising on good practices on developing incentive and financing programs to support market development; (iv) conducting research on the capacity of potential market participants/suppliers and to understand consumer preference and demand; (v) convening knowledge exchange events and peer-to-peer learning networks for regulators; and (vi) disseminating tools on good practices in regulation including methods on tariff setting and service standards.
- (c) **Sustainable Infrastructure Funding and Financing.** Activities under this component will focus on supporting client countries to broaden and diversify the sources of sustainable infrastructure funding and financing. Specific activities will include but are not limited to: (i) conducting infrastructure financing assessments to quantify funding requirements of infrastructure; (ii) carrying-out assessment of the economic and financial balance of a specific infrastructure sector, including the efficiency of funding and financing programs; (iii) assessing the capacity of national and sub-national entities in the area of financial management, including revenue mobilization performance; (iv) carrying out analyses of constraints to, and ways to enhance, PPI pipelines; (v) providing technical assistance to client countries on international comparisons and good practices to review their funding and financing strategy for infrastructure and identify PPI pipeline or project risks, issues and potential solutions; (vi) developing and disseminating knowledge on new funding and financing sources and establishing infrastructure financing programs; and (vii) providing knowledge inputs to international standard-setting for sustainable infrastructure.
- (d) **Creditworthiness of Public Counterparties to PPI.** Activities under this component will focus on strengthening the capacity of client countries to improve creditworthiness of national and subnational government entities engaged in PPI. Specific activities will include but are not limited to: (i) undertaking public expenditure reviews; (ii) developing policy notes on reforms to state owned enterprises (SOEs) governance and management and management of funding and finance by sub-national governments (SNGs); (iii) providing technical assistance to client countries on international good practice on encouraging private financing of infrastructure through SOEs and SNGs; (iv) providing technical assistance to client countries on good practices on credit rating preparations and exercises, and post-credit rating performance improvement; (v) organizing training, workshops and knowledge exchanges on good practices to improve SOE and SNG ability to access private financing for infrastructure; (vi) sharing knowledge to enhance the performance, financial capacity and creditworthiness of SNGs; (vii) developing and disseminating tools, and guidance on good practices on management and operation of infrastructure; (viii) organizing knowledge exchange events with relevant stakeholders on increasing private financing for infrastructure through SNGs; and (ix) collecting and compiling data on infrastructure financing.
- (e) **Identification, appraisal, and implementation support.** Carry out identification and appraisal of and provide implementation support to Recipient-executed activities.
- (f) **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.

2.2. Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

- (a) **Institutions Building for Private Participation in Infrastructure (PPI).** Activities under this component will support countries' efforts to develop their policy and legal frameworks for PPI and to strengthen the capacity of public officials to identify opportunities, and assess risks to increase PPI. Specific activities will include, but are not limited to (i) developing laws and regulations on PPI development, procurement and management; (ii) developing and implementing organizational structures, strategies and business plans of public agencies and units responsible for PPIs; (iii) strengthening the core functions of infrastructure units in charge of PPI; (iv) carrying out transactions concept design and developing projects for tendering to the private sector; and (v) conducting roadshows and market sounding on projects.
- (b) **Competition and Infrastructure Market Development.** Activities under this component will aim at supporting client countries' efforts in the structuring, establishment and regulation of markets for sustainable infrastructure. Specific activities will include, but are not limited to: (i) developing roadmaps, regulations and implementation plans for developing infrastructure markets and promoting competition in any of the Eligible Infrastructure Sectors; (ii) establishing regulatory bodies, and development of strategies and plans on regulation of Eligible Infrastructure Sectors; (iii) defining procurement policies and procedures that introduce competition and private participation in specific infrastructure markets; (iv) developing incentive programs to foster market-development; (v) assessing the qualifications of market participants and quality of products; and (vi) developing rules on competition and anti-trust including inter-operability of systems and open access to key infrastructure.
- (c) **Sustainable Infrastructure Funding and Financing.** Activities under this component will focus on supporting client countries' efforts to broaden and diversify the sources of sustainable infrastructure funding and financing. Specific activities will include but are not limited to: (i) drafting policies, laws and regulations for establishing new infrastructure funding sources at national and sub-national levels; (ii) preparing bankable infrastructure pipelines, programs and projects; and (iii) developing and implementing strategies and programs to address infrastructure financing gaps to leverage private financing.
- (d) **Creditworthiness of Public Counterparties to PPI.** Activities under this component support client countries' efforts to improve creditworthiness of national and subnational government entities engaged in PPI. Specific activities will include, but are not limited to: (i) conducting credit rating assessments; (ii) developing financing strategies and performance improvement plans for SNGs; (iii) building capacity of SNGs to meet private financing conditions for infrastructure investments; and (iv) developing and implementing reform programs for SNGs, including support programs to enhance the ability of SNGs to access private financing.

### 3. **Eligible Expenditures**

3.1. 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) equipment and office premises lease cost
- (e) equipment purchased
- (f) media, workshops, conferences and meetings
- (g) travel expenses

3.2. 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. **Indicative Results Framework**

5.1. An indicative Results Framework for the activities financed by the Trust Fund prepared by the Bank (the "Results Framework"), in consultation with the Donors, shall be available at the 'Development Partner Center' website. Such Results Framework, may be revised by the Bank from time to time, in consultation with the Donors, and shall be used for monitoring and evaluation purposes only.

6. **Indicative Budget**

6.1. The Bank shall provide indicative budget information for the Trust Fund at the 'Development Partner Center' website, which may be updated periodically by the Bank in consultation with the Donors. Such budget information is for informational purposes only.

### **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 '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.

3.3. The Bank shall provide to the Donors via the 'Development Partner Center' website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) a management report together with an audit opinion 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; Review or Evaluation of Activities; Financial Management**

4.1. The Bank shall provide the Donors with annual written progress reports by November 30. The progress reports shall be provided with reference to the Results Framework. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall provide the Donors with a final narrative progress 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.

4.3. The Bank shall, consistent with its policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the Trust Fund funds, and include provisions in its agreements with Recipients to give full effect to the relevant Bank guidelines on fraud and corruption.



4.4. In the event that the Bank determines that there are credible and material allegations of fraud, corruption, collusion or coercion in relation to Recipient-executed and/or Bank-executed activities financed by the Trust Fund that result in the Bank opening an investigation into such allegations (an "Investigation"), the Bank shall, in accordance with its applicable policies and procedures:

- (i) take timely and appropriate action with respect to such allegations and, where relevant, seek appropriate redress, including potential sanctions;
- (ii) as soon as practicable, inform the Donors of the outcome of the Investigation, provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2, unless such information is already publicly available;
- (iii) on a case by case basis, decide whether to share information with Donors on an active Investigation, and provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2;
- (iv) take all necessary actions to recover funds that are the subject of an Investigation where the Bank has determined it as appropriate; and
- (v) to the extent that any funds are refunded to the Trust Fund following an Investigation, the Bank shall use such funds for the same purposes as the Contributions, unless otherwise agreed between the Bank and each Donor.

## **5. Disbursement; Cancellation; Withholding of Payments**

5.1. It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by June 30, 2032 (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.

5.3. If in the reasonable opinion of a Donor, the Bank has failed to comply to a material extent with its obligations under this Administration Agreement, the Donor and the Bank agree to discuss the non-compliance with a view to resolving the matter. If the Bank and the Donor fail to agree on the measures to be taken or the Bank fails to take relevant measures as may be agreed between the Donor and the Bank, the Donor may, upon thirty (30) days prior written notice, withhold all or any portion of an Installment that has not yet been disbursed to the Bank, until such time as the measures have been taken.

## **6. Disclosure; Visibility**

6.1. The Bank and the Donors agree that the Administration Agreements will be made publicly available and that any related information on this Trust Fund in the Bank's and the Donor's possession may be publicly disclosed in accordance with (i) the Bank's policies and procedures with respect to any such information in the Bank's possession; and (ii) the Donors' applicable laws with respect to any such information in the Donors' possession.

6.2. Notwithstanding paragraph 6.1 above, neither the Bank nor any of the Donors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Donors are otherwise obliged to do so under applicable laws with respect to information in their possession.

6.3. Notwithstanding paragraphs 6.1 and 6.2 above, the information provided under paragraphs 4.4 (ii) and 4.4 (iii) shall be subject to the terms of confidentiality accompanying such information, and the Donors shall not disclose such information outside the office to which the information is provided, unless: (i) prior written consent has been obtained from the Bank; or (ii) the Donors are obliged to do so in accordance with applicable laws, in which case the Donors will notify the Bank accordingly prior to such disclosure. If a Donor is not able to commit to keep such information confidential in accordance with its applicable laws, then the Donor shall inform the Bank accordingly.

6.4. Where appropriate to do so, the Bank will acknowledge, the Donors' contributions in references made by the Bank with respect to the Trust Fund in publications, press releases or other similar written materials.

## **7. Dispute Resolution; Limitation on Donor Liability**

7.1. 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.

7.2. In providing funds under this Administration Agreement, the Donors do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

## **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.

## 9. **Trust Fund Fee**

9.1. The Bank shall deduct from the Trust Fund and retain for its own account a fee equal to 12% of the amount for Bank-executed activities upon disbursement of such amounts.

9.2. (a) For Recipient-executed activities, 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).

(b) 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.

### Governance

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

1. A Partnership Council will be established to:
  - (a) provide strategic guidance and direction on the implementation of this Trust Fund and any other Bank administered trust funds that, as determined by the Bank, support the achievement of the Trust Fund's objective (“Associated Trust Funds”); and
  - (b) review progress reports provided by the Bank on the results framework for the Trust Fund and any Associated Trust Funds.
2. The Partnership Council will comprise the following members:
  - (a) representatives from the Bank, including as chair;
  - (b) a representative of each Donor contributing to this Trust Fund; and
  - (c) a representative of each Donor contributing to Associated Trust Funds.
3. The Partnership Council will be expected to meet annually, as convened by the Bank. Meetings may be conducted physically or virtually. The Bank may agree to hold ad hoc meetings of the Partnership Council at the request of a member.
4. The Bank may, in consultation with the Partnership Council, invite other relevant stakeholders to attend meetings of the Partnership Council.
5. The Donors contributing to the Trust Fund and the Bank will endorse annual work plans and budgets for the Trust Fund presented by the Bank during the Partnership Council meetings. Decisions will be made by consensus of the Bank and the Donors contributing to the Trust Fund.