

Supplemental Agreement between the Government of Switzerland, acting through the Swiss Agency for Development and Cooperation and the International Bank for Reconstruction and Development and the International Development Association and the United Nations Office on Drugs and Crime regarding the Stolen Asset Recovery Initiative (“StAR”) Multi-Donor Trust Fund


(Trust Fund No. 072650, parallel to original Trust Fund No. 071149)

1. Reference is made to the Administration Agreement between the Government of Switzerland, acting through the Swiss Agency for Development and Cooperation (the “Donor”) and the (the “Donor”), the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) and the United Nations Office on Drugs and Crime (“UNODC”, together with the Bank and the Donor, the “Parties” and each a “Party”) regarding the Stolen Asset Recovery Initiative (“StAR”) Multi-Donor Trust Fund (Trust Fund No. 071149) effective as of November 3, 2008, as may have been amended (the “Administration Agreement”).
2. In connection with the Administration Agreement, and in support of the StAR Multi-Donor Trust Fund, the Bank acknowledges that the Donor agrees to provide a contribution in the amount of four hundred thousand United States Dollars (USD 400,000) (the “Contribution”) in accordance with the terms of this Supplemental Agreement (the “Supplemental Agreement”).
3. In order to apply the Bank’s new cost recovery provisions, the Bank has established a new parallel trust fund account (Trust Fund No. 072650) (the “Parallel Account”) for purposes of receiving contributions for the StAR Multi-Donor Trust Fund, which will be administered in parallel with the original trust fund account (Trust Fund No. 071149) (the “Original Account”), both of which accounts constitute the StAR Multi-Donor Trust Fund.
4. The Donor shall deposit the Contribution in the currency specified in paragraph 2 above into such bank account designated by the Bank promptly following countersignature of this Supplemental Agreement and submission of a payment request by the Bank.
5. When making a 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 Trust Fund No. 072650 (the StAR Multi-Donor Trust Fund), 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 tfremittadvice@worldbank.org or by fax sent to (202) 614-1315.
6. The Parallel Account, including with respect to the Contribution funds and any other funds contributed thereto, shall be governed by the terms of the Administration Agreement, except that the revisions specified in the Schedule attached to this Supplemental Agreement shall apply.
7. For clarity, (a) subject to paragraph 6 above, all other terms of the Administration Agreement, as such terms may be amended from time to time, shall apply to the funds in the Parallel Account; and (b) all funds in the Original Account shall be governed by the terms of the Administration Agreement, as such terms may be amended from time to time, without regard to this Supplemental Agreement.
8. At the date of Bank’s signature of this Supplemental Agreement, the Indirect Rate (as defined in the Schedule to this Supplemental Agreement) is 17%.

9. The Bank shall disclose this Supplemental Agreement in accordance with the Bank's Policy on Access to Information. By entering into this Supplemental Agreement, the Donor consents to such disclosure.


10. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Supplemental Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Supplemental, and upon possession by the Bank of this fully signed Supplemental Agreement, this Supplemental Agreement shall become effective as of the date of the last signature.

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

By: 


Zoubida Allaoua
Director FCI
26-Nov-2018
Date: _____

**THE GOVERNMENT OF SWITZERLAND
ACTING THROUGH THE SWISS AGENCY FOR DEVELOPMENT AND COOPERATION**

By: 

Nicole Ruder
Head of Division, Global Institutions
28-Nov-2018
Date: _____

UNITED NATIONS OFFICE ON DRUG AND CRIME

By: 

Jean-Luc Lemahieu
Director DPA
28-Nov-2018
Date: _____

Revisions to the Administration Agreement for Purposes of the Parallel Account Only

- (A) Section 3.1 (Administrative Cost Recovery) of Annex 2 of the Administration Agreement is hereby eliminated.
- (B) Section F.1 (i) of Annex 1 of the Administration Agreement is hereby substituted with the following terms:

“(1) The following eligible expenditures categories may be used to finance Bank-Managed Activities:

- (i) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries); extended term consultants and temporaries; short-term consultants and temporaries; contractual services; media, workshops, conferences and meetings; travel expenses; and equipment and office premises lease cost, equipment purchased.

For purposes of the above expenditure categories: (i) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)” includes salaries, benefits and indirect rate charged to the Trust Fund as applicable under Bank policies and procedures; (ii) “extended term consultants and temporaries” includes fees, benefits and indirect rate charged to the Trust Fund as applicable under Bank policies and procedures; and (iii) “short term consultants and temporaries” includes fees and indirect rate charged to the Trust Fund as applicable under Bank policies and procedures.

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.”

- (C) The following Section is added to Annex 2 of the Administration Agreement:

“10. Trust Fund Fee

The Bank shall calculate a fee each time funds from the Trust Fund become committed under a Bank Grant Agreement (the “Grant Amount”) and each time funds are transferred under the Transfer Agreement (the “Transfer Amount”). Such commitment shall occur when such Bank Grant Agreement is fully countersigned, and such transfer shall occur when the Bank transfers funds from the Trust Fund to UNODC, upon submission by UNODC of a transfer request to the Bank (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 Bank Grant Agreements that have been fully countersigned and funds transferred under the Transfer Agreement on or prior to the Calculation Date (the “Cumulative Total Amount”). The calculated fee shall depend on where the Cumulative Total Amount stands as the Grant Amount and the Transfer Amount are added and shall be determined in accordance with the following schedule:

- (i) 5% of any portion of the Grant Amount and/or Transfer Amount that results in a Cumulative Total Amount below or equal to US\$ 50 million or equivalent; plus

- (ii) 4% of any portion of the Grant Amount and/or Transfer Amount that results in a Cumulative Total Amount 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 and/or Transfer Amount that results in a Cumulative Total Amount 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 and/or Transfer Amount that results in a Cumulative Total Amount above US\$ 1 billion or equivalent.

Following each Calculation Date, the Bank shall deduct from the trust fund account, Trust Fund No. 072650, and retain for its own account, the fee as set forth above. Grant Amounts and/or Transfer Amounts may not exceed the balance of uncommitted funds in such account net of the related fee.”