

***Administration Agreement between the Office of the United Nations High Commissioner for Refugees and the International Bank for Reconstruction and Development and the International Development Association concerning the Multi-Donor Trust Fund for Forced Displacement (Trust Fund No. 072638)***

WHEREAS, the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) and the Office of the United Nations High Commissioner for Refugees (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) entered into the Supplemental Agreement concerning the Multi-Donor Trust Fund for Forced Displacement (Trust Fund No. 072638) (the “Trust Fund”), effective as of June 23, 2016, as amended (the “Supplemental Agreement”).

WHEREAS, the Bank and the Donor acknowledge that the Donor has contributed the amount of two hundred ninety thousand United States Dollars (USD 290,000) to the Trust Fund.

WHEREAS, in view of recent discussions between the Bank and the Donor, the Parties have agreed to amend the Supplemental Agreement to extend its End Disbursement Date and remove references to the Financial Procedures Accord.

NOW THEREFORE, the Bank and the Donor hereby agree to the terms of this amended and restated Supplemental Agreement (hereinafter the “Administration Agreement”) as set forth below:

1. The terms of this Administration Agreement shall replace the terms of the Supplemental Agreement and shall apply to any funds contributed or to be contributed by the Donor to the Trust Fund (the “Contribution”), which shall be used to finance the activities set forth in the “Governance Structure, Description of Activities and Expenditures under the Multi-Donor Trust Fund for Forced Displacement (TF072638)” attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Contributor in accordance with the terms of this Administration Agreement, including the “Standard Provisions Applicable to the Multi-Donor Trust Fund for Forced Displacement” as attached hereto as Annex 2. 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. In providing funds under this Administration 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.

3. a. The currency in which the funds in the Trust Fund shall be held is United States dollars (the “Holding Currency”).

b. 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.

4. 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:

Soukeyna Kane  
Director  
FCV Group  
The World Bank  
1818 H Street NW  
Washington, D.C. 20433  
U.S.A.  
Tel: +1 202 458 1736  
E-mail: skane2@worldbank.org

For the Donor:

Sajjad Malik  
Director  
Division of Resilience and Solutions  
UNHCR  
94, rue de Montbrillant  
1202 Geneva Switzerland  
Telephone: +41 22 739 8111  
E-mail: malik@unhcr.org

5. The Contribution 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 Donor acknowledges 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.

6. 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 with 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 Trust Fund No. 072638 (Multi-Donor Trust Fund for Forced Displacement), and the date of the deposit. The Bank shall provide a copy of such information to the Donor.


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

8. 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.


9. The Donor and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Administration Arrangement.

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 and upon possession by the Bank of this fully signed Administration Agreement, this Administration Agreement shall come into effective as of the date of the last signature.

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

By:  Date: 17-May-2024  
Name: Soukeyna Kane  
Title: Director, FCV

**OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

By:  Date: 17-May-2024  
Name: Sajjad Malik  
Title: Director Division of Resilience & Solutions

**Governance Structure, Description of Activities and Expenditures under the Multi-Donor Trust Fund for Forced Displacement (TF072638)**

**1. Purpose**

The overall aim of the Multi-Donor Trust Fund (MDTF) is to identify and address opportunities for improving the Bank's contribution to an enhanced development response to forced displacement that supports economically and socially sustainable solutions. In consultation with Bank regional/country management units and international partners, the MDTF shall facilitate and support the research, preparation and implementation of operations, promote learning and partnership development with international and local actors to better address forced displacement as a development challenge. The MDTF shall encourage concerned developmental actors including the Bank to be engaged from the outset of the crisis that induces displacement to ensure that the development dimensions of recovery are addressed and an effective transition from crisis through recovery to sustainable development.

**2. Description of Activities**

The MDTF would support the following types of activities:

- (a) Applied Research. Activities would include: (i) collection and analysis of socio-economic baseline data; (ii) socio-economic impact analysis; (iii) sector specific and thematic analytical work; (iv) development of tools for the use of Bank staff and other international actors in addressing displacement; and (v) other activities in support of the applied research, as approved by the Bank.
- (b) Partnerships. Partnerships with international actors (such as UN agencies, NGOs and bilaterals), would promote better coordination of activities at the field level and ensure that the development dimensions of displacement are addressed in a comprehensive manner through: (i) the provision of socio-economic and sector data to partners and governments; (ii) participation in joint needs assessments; analysis and planning of operations; (iii) improvement of Bank field presence working with partners; (iv) dissemination of studies and information, including the outcome of applied research, among all partners; and (v) other activities in support of partnerships, as approved by the Bank.
- (c) Operations. Support for developing an operational agenda by: (i) integrating displacement issues in CASs, ISNs, PRSPs; (ii) reviewing of country portfolios; and (iii) designing and implementing new operations and grants.
- (d) Monitoring and Evaluation of activities include the assessment of: (i) the MDTF program in terms of the quality and relevance of the analytical work; (ii) the partnership engagement; and (iii) the Bank's operational response to address the displacement development challenge.

**3. Governance Structure**

The MDTF shall be housed within the Social Development Department (SDV) in the Sustainable Development Network Vice Presidency, or its successor.

The day to day management of the MDTF shall be undertaken by the displacement team, which is as part of the Conflict, Crime and Violence group within the SDV, under the supervision of a MDTF coordinator. The displacement team shall administer, manage and oversee the MDTF activities, provide support to the SDV management, prepare annual monitoring reports and organize annual discussions with donors to the MDTF. The SDV Director shall appoint a MDTF coordinator who shall manage the Trust Fund and the displacement team. The SDV management shall be responsible for developing the MDTF's annual work plan, overseeing the distribution of funds, and monitoring the MDTF outcomes and impact.

Through an annual consultation process, the MDTF donors shall be able to provide the SDV management input into and feedback on the proposed annual work plan and budget. An annual progress report, evaluating the outcomes of the activities financed, shall be submitted to the MDTF donors. As part of the work, regular informal consultations shall be carried out with key UN agencies, interested bilaterals and NGOs to discuss activities and review progress.

Following the establishment of the MDTF the displacement team shall further develop the resource allocation process which is foreseen to be based on the demand for activities from ongoing consultations with regions and country units. Funds shall be allocated for activities that take advantage of opportunities for improving partnerships, analytical and operational approaches, as well as policies for sustainable solutions for displaced people.

#### **4. Categories of Eligible Expenditures**

The Contribution funds may be used to finance the following categories of expenditures for the Recipient-executed activities: training and workshops, consultants' services, goods, works and non-consultants' services, operating costs and grants.

The following eligible expenditures categories may be used to finance Bank-executed activities:

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

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 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.

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.

5. The following activities may also be financed as Bank-executed activities by the Trust Fund:

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.

**Standard Provisions Applicable to the Multi-Donor Trust Fund for Forced Displacement**

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 Forced Displacement (the “Project”).

1. Administration of the Contributions

The Bank shall be responsible only for performing those functions specifically set forth in this Agreement 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 Agreement shall be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

2. Commingling, Exchange and Investment of the Contributions

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

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

2.3. The Bank shall invest and reinvest the Contribution funds 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 established under this Agreement to be used for the same purposes as the Contribution funds.

3. **[Deleted]**

4. Grants to Recipients

4.1. The Bank shall, as administrator of the Contributions, enter into grant agreements (the “Grant Agreements”) with one or more entities (the “Recipients”) for the provision of Contribution funds for the purposes of this 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 solely responsible for the supervision of 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 1 to this Agreement shall 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, shall not be necessary to meet other expenditures. The Bank shall notify the Donors of such a reallocation.

#### 5. Employment of Consultants and Procurement of Goods

The employment and supervision of consultants and the procurement of goods financed by the Contributions shall be the responsibility solely of the Bank and shall be carried out in accordance with its applicable policies and procedures. 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 World Bank's Guidelines on "Procurement under IBRD Loans and IDA Credits" and the World Bank's Guidelines on the "Selection and Employment of Consultants by World Bank Borrowers," as in effect at the date of the Grant Agreements.

#### 6. Accounting and Financial Reporting

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

6.2. The Bank shall furnish to the Donor current financial information relating to receipts, disbursements and fund balance in United States dollars with respect to the Contribution funds via the World Bank's Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under this Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in United States dollars with respect to the Contribution funds shall be made available to the Donor via the World Bank's Trust Funds Donor Center secure website.

6.3. The Bank shall provide to the Donors, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising: (1) 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 (2) a combined financial statement for all cash-based trust funds together with the Bank's external auditors' 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 established under this Agreement, 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 most 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 paid by the Donor.

6.5. The Bank shall provide the Donor with copies of all financial statements and auditors' reports received by the Bank from the Recipients pursuant to the Grant Agreements.

6.6. The Donor reserves the right to review and evaluate activities financed by 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 its policies and procedures. All associated costs shall



be borne by the Donor, unless otherwise agreed. It is understood that any such review or evaluation shall not constitute a financial, compliance or other audit of the Trust Fund.

7. Coordination and Project 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 Project activities.

7.2. The Bank shall promptly inform the Donors of any significant modification to the terms of the Grant Agreements and of any contractual remedy that is exercised by the Bank under the 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. Disbursement Deadline; Cancellation; Refund

8.1. It is expected that the Contribution funds shall be fully disbursed by the Bank in accordance with the provisions of this Agreement by June 30, 2028. The Bank shall only disburse Contribution funds for the purposes of this 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 Contribution funds 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 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 Contribution funds to the Donors on a pro rata basis based on each Donor's paid Contribution. In the event of a cancellation of an individual Donor's pro rata share of uncommitted Contribution funds in accordance with paragraph 8.2, the Bank shall return such cancelled balance to the Donor on the same pro rata basis.

9. Disclosure

The Bank may disclose this Agreement and information on this Trust Fund in accordance with the Bank's policy on disclosure of information.

10. Trust Fund Fee

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.

Following each Calculation Date, the Bank shall deduct from the trust fund account, TF No. TF072638, and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in such account net of the related fee.