

CONFORMED COPY

May 24, 2011

Ms. Maria Eitel
President
Nike Foundation
One Bowerman Drive
Beaverton, OR 97005

***Trust Fund Administration Agreement between the Nike Foundation
and the International Bank for Reconstruction and Development and
the International Development Association concerning the Multi-
Donor Trust Fund for the Adolescent Girls Initiative (TF071241)***

Dear Ms. Eitel:

1. We are pleased to acknowledge on behalf of the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”) the intention of the Nike Foundation, (the “Donor”) to make available as a grant the sum of two million United States dollars (US \$2,000,000) (the “Contribution”) for the Adolescent Girls Initiative (the “Project”). Other donors are also expected to contribute to this trust fund on the terms and conditions specified in the Annexes to this Agreement.
2. Under the United States Law, the Donor Contribution may be expended only for charitable, scientific, literary and educational purposes as specified in Section 170 (c) (2) (b) of the United States Internal Revenue Code. The Contribution shall be used to finance the activities and the categories of expenditure set forth in the “Description of Activities and Expenditures under the Multi-Donor Trust Fund” attached hereto as Annex 1. Annex 1 constitutes an integral part of this Agreement.
3. The Bank has confirmed that it is an international organization designated as such by the International Organization Immunities Act, 22 USC 288, Executive Orders 9751 and 11966. The Bank agrees to advise the Foundation immediately if there is any change in the Bank’s exempt status during the term of this agreement.
4. The Contribution shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Agreement and the “Standard Provisions Applicable to the Multi-Donor Trust Fund” (the “Standard Provisions”) attached hereto as Annex 2. The Standard Provisions constitute an integral part of this Agreement.
5. The Donor shall deposit the Contribution into such bank account designated by the Bank in installments in accordance with the following schedule:

- One million United States dollars (US \$1,000,000) to be deposited on or before May 31, 2011, upon submission of a payment request by the Bank;
- Five hundred thousand United States dollars (US \$500,000) to be deposited on or before November 30, 2011, upon submission of a payment request by the Bank;
- Five hundred thousand United States dollars (US \$500,000) to be deposited on or before May 31, 2012, upon submission of a payment request by the Bank.

6. When making such deposit, the Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for TF071241 (the Adolescent Girls Initiative), and the date of the deposit. In addition, the Donor shall provide a copy of the Donor's deposit instruction to the Bank's Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

7. The offices responsible for coordination of all matters related to the implementation of this Agreement are:

For the Bank:

PREM Gender and Development
The World Bank
1818 H Street, NW
Washington, DC 20433
United States of America
Email: tlunde@worldbank.org

Tel: + 1 202 473 5202
Fax: + 1 202 522 3237

For the Donor:

Nike Foundation
One Bowerman Drive
Beaverton, Oregon 97005

Tel: +1-503-671-2043 or +1-313-421-5061
Email: nike.foundation@nike.com or Desiree.Bliss@nike.com

8. This Agreement may be amended only by written agreement between the Bank and the Donor; provided, however, that Annex 1 (Description of Activities and Expenditures) and Annex 2 (Standard Provisions) to this Agreement may only be amended with the agreement of all Donors contributing to this trust fund.

9. Please confirm your agreement with the foregoing, on behalf of the Donor, by signing, dating, and returning to us the enclosed copy of this Agreement. Upon receipt by the Bank of the copy of this Agreement countersigned by you, this Agreement will become effective as of the date of the countersignature.

Sincerely,

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

/s/ Mayra Buvinic
Director
Gender and Development, PREM

CONFIRMED AND AGREED:

/s/ Maria Eitel

Date: May 25, 2011

Name: Ms. Maria Eitel

Title: President, Nike Foundation

Description of Activities and Expenditures under the Multi-Donor Trust Fund for the Adolescent Girls Initiative (TF071241)

1. Description of Activities

The Trust Fund shall finance activities as part of the Gender Action Plan: Gender Equality as Smart Economics, to promote the economic empowerment of adolescent girls. Eligible activities include, inter alia, the following:

- (a) piloting innovative program interventions on adolescent girls' economic empowerment;
- (b) evaluating the impact of empirical results and program interventions;
- (c) strengthening capacity of recipient countries and institutions to design, implement and monitor the program interventions, including project preparation activities;
- (d) documenting lessons for replication and scaling up;
- (e) improving knowledge and statistics on economic empowerment of adolescent girls;
- (f) carrying out research on economic empowerment of adolescent girls;
- (g) providing technical assistance on economic empowerment of adolescent girls;
- (h) carrying out conferences, workshops, and knowledge management related to economic empowerment of adolescent girls; and
- (i) carrying out a Mid-Term review. Said Mid-Term review will be undertaken by independent experts based on Terms of Reference agreed between the Bank and the Donors.

2. Categories of Expenditure

(a) For Recipient-Executed activities, the Contribution funds may be used to finance the following categories of expenditure: Services, Goods, Trainings and Workshops and Operating Costs.

(b) For Bank-Executed activities, the Contribution funds may be used to finance the following categories of expenditures: Associated Overheads, Short Term Consultant Fees, Contractual Services, Extended Term Consultants, Staff Costs (salary, benefits and indirects), Travel Expenses, and Media, Workshop Costs and Temporary Support Staff Costs.

3. Pilot Countries

The Bank and the Donors have agreed on the following list of pilot countries ("Pilot Countries") where the activities of the Project will be implemented: Liberia, Afghanistan,

Nepal, Rwanda, South Sudan, and Togo. The Bank may revise or expand the list of Pilot Countries in accordance with availability of funds.

Standard Provisions Applicable to the Multi-Donor Trust Fund for the Adolescent Girls Initiative (TF071241)

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 (collectively referred to as the “Contributions”) to be administered by the Bank for the Multi-Donor Trust Fund for the Adolescent Girls Initiative (the “Project”).

1. Administration of the Contributions

1.1. 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.

1.2. The Contributions shall be administered in accordance with the Bank’s applicable policies and procedures, including its framework for preventing and combating fraud and corruption, as the same may be amended from time to time.

1.3. Recognizing the obligations of Bank member countries under various United Nations Security Council Resolutions to take measures to prevent financing of terrorists, the Bank undertakes to use reasonable efforts, consistent with the Bank's Articles of Agreement and policies, including those pertaining to combating financing for terrorists, to ensure that the funds provided under this Letter Agreement are used for their intended purposes and are not diverted to terrorists or their agents.

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. Administrative Cost Recovery

3.1 In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Agreement, the Bank may deduct and retain for its own account an amount equal to and not greater than two percent (2%) of each Contribution. In addition, staff costs for program management and supervision up to a maximum of US\$690,783 will be charged to the Trust Fund on an actual basis. In the event of any change to the Trust Fund that would result in the Bank incurring additional costs for administration, management, supervision or other expenses, the Bank and the Donors shall amend this paragraph to reflect such additional costs.

4. Grants to Recipients

4.1. Bank shall, as administrator on behalf of the Donors, 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. Grant Agreements may be entered into for amounts up to the maximum Contributions that all Donors will make available in the Administration 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 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.

5. Employment of Consultants and Procurement of Goods

The employment and supervision of consultants and the procurement of goods financed by the Contributions shall, for activities to be executed by the Bank, be the responsibility solely of the Bank and shall be carried out in accordance with its applicable policies and procedures. For activities to be executed by the Recipient, 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 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 there from. Separate records and ledger accounts shall be kept for each trust fund.

6.2. The Bank shall furnish to the Donor current financial information relating to receipts, disbursements and fund balance in USD 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 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 USD with respect to the Contribution funds will be made available to the Donor via the World Bank's Trust Funds Donor Center secure website.

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

6.4. The Bank shall provide to the Donors, within six (6) months following the end of each World Bank Group fiscal year, the annual single audit, comprising (1) a management assertion together with an attestation from the World Bank Group's external auditors concerning the adequacy of internal control over cash-based financial reporting for trust funds as a whole; and (2) a combined financial statement for all cash-based trust funds together with the external auditor's opinion thereon. The cost of the single audit shall be borne by the Bank.

6.5 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 will first consult as to whether such an external audit is necessary. The Bank and the Donor will agree on the most appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank will 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.

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. Additionally, the results of the Mid-Term review will also be presented to the Donors.

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 will be fully disbursed by the Bank in accordance with the provisions of this Agreement by June 30, 2015. 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. 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.

9. Disclosure

The Bank will disclose this Agreement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Donor consents to disclosure of this Agreement and related information on this Trust Fund.