

TF 072330

Administration Agreement between Finland, represented by its Ministry of Foreign Affairs and the International Bank for Reconstruction and Development and the International Development Association concerning the Kenya Devolution Partnership Facility Multi-Donor Trust Fund (No. TF072330)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the "Bank") acknowledges that Finland, represented by its Ministry of Foreign Affairs (the "Donor", and together with the Bank, the "Parties" and each a "Party") agrees to provide the sum of two million Euros (€2,000,000) (the "Contribution") for the for the Kenya Devolution Partnership Facility Multi-Donor Trust Fund Trust Fund No. TF072330 (the "Trust Fund") in accordance with the terms of this Administration Agreement. 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. The Contribution shall be used to finance the activities set forth in the "Kenya Devolution Partnership Trust Fund Description" attached hereto as Annex 1, and shall be administered by the Bank on behalf of the Donor in accordance with the terms of this Administration Agreement, including the "Standard Provisions" attached hereto as Annex 2 and "Governance" attached hereto as Annex 3.
3. The Donor shall deposit the Contribution promptly following countersignature in the full amount and currency ("Contribution Currency") specified in Section 1 above into such bank account designated by the Bank upon submission of a payment request by the Bank (such deposit being an "Installment")
4. Any deposit into the Trust fund to be made under this Administration Agreement is subject to there being an annual approval by the Parliament of Finland for the fiscal year in which such transfer is to be made.
5. When making any 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 TF No TF072330 (the Kenya Devolution Partnership Facility 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 +1 (202) 614-1315.
6. 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 (the "Bank Contact"):

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For the Donor (the "Donor Contact"):

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00101 Nairobi
Kenya

Telephone +254 20 3750721/254 722519681
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Ms. Milma Kettunen
Team Leader (Kenya, Uganda, Seychelles)
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Ministry for Foreign Affairs
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00023 Government
Finland

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7. 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's applicable donor balance account with the Bank, unless otherwise agreed with the Bank.

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. 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 possession by the Bank of this fully signed Administration Agreement, this Administration Agreement shall become effective as of the date of the last signature.

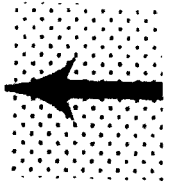
10. In providing funds under this Agreement, the Donor does not intend to accept any responsibility or liability towards any third parties for any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

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

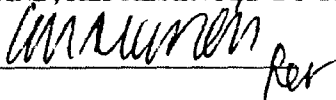
By: 

Name: Diarietou Gaye
Title: Country Director
Eritrea, Kenya, and Rwanda
Africa Region

Date: December 15, 2014



FINLAND, REPRESENTED BY THE MINISTRY OF FOREIGN AFFAIRS

By:  Per

Name: Sofie From-Emmesberger
Title: Ambassador, The Embassy of Finland, Nairobi

Date: December 18, 2014



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Kenya Devolution Partnership Facility 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 objectives of the Trust Fund is to improve knowledge and capacity of national and county level stakeholders to implement a successful devolution process, and to help build the accountability relationship between the new county governments and Kenyan citizens for improved efficiency and development results.

2. Activities

The activities (which may be described as “components” of activities) to be financed by the Trust Fund are:

2.1 Bank-executed activities, for which the Bank has implementation responsibility:

A. Component 1: Analyzing and Managing the Macro Fiscal Impacts of Devolution

- Data, analyses and technical assistance to support better understanding of intergovernmental financing arrangements.
- Effective monitoring of county fiscal discipline and public expenditure management.
- Regular tracking of progress in achievement of twin targets, e.g. poverty reduction and shared growth.

B. Component 2: Supporting Public Finance Management, Procurement, and Public Sector Management Capacity Building at County Level

- Support PFM and procurement capacity building at county level through development and roll-out of guidelines, training modules and manuals, ToTs.
- Agreement on appropriate criteria, sensitization, training and roll-out of the county PEFA assessment framework; Build county capacity to use IFMIS.
- Build capacity of KENAO to audit county governments; Support for county Public Accounts Committees through a TA facility; Develop a Centre for Devolution Studies at KSG with a PFM faculty and capacity to undertake training and hand holding.
- Sub-national revenue administration, including use of IT systems and reform of property rates and development of a toolkit on county revenue enhancement.
- Support HRM capacity building at national and county level through review of HR Policies and development of government HR Strategy.
- Public Sector Salary and Remuneration policy, regulations, manuals developed.
- Adaptive Leadership training developed and delivered in selected counties.
- Capacity building support county Public Service and Assembly Boards.

C. Component 3: Develop and Pilot a performance management system for county governments

- Support to strengthen county M&E and performance management systems, including support to performance management systems and the rapid results initiative.
- Support to county open data and cross county comparisons, including citizen outreach, data quality assurance, and curation of data.
- Support to strengthen citizen feedback mechanisms on service delivery.

D. Component 4: Strengthen Public Participation/Social Accountability Mechanisms in County System

- Strengthen enabling environment for citizen engagement in devolved government and service delivery.
- Build capacity of county institutions and systems to engage citizens in decentralized government and service delivery.
- Strengthen mechanisms for participation, transparency, and accountability in selected development programs and projects.
- Promote innovative approaches to scale up citizen engagement, civic education and coordination.

E. Component 5: Enhance Service Delivery in Devolved Service Sectors Including through the Bank's Pipeline, Portfolio, and Improved Donor Coordination

- Identifying and addressing disconnects between devolved sector responsibilities and funds.
- Core county systems support, including planning, PFM, M&E, HR, and social accountability.
- Policy and legal framework, including model laws and regulations.
- Support to sectors to develop conditional grants frameworks.

F. Component 6: Knowledge and learning, Donor coordination, Communication and outreach, Monitoring and Evaluation, and program management

- Learning and knowledge.
- Donor coordination.
- Communication and outreach.
- Monitoring and evaluation.
- Program management.

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

Developing a training program for county staff, including:

- Development and implementation of capacity building program activities within public financial management, human resource development, monitoring and evaluation, and citizen engagement.
- Technical assistance to core government system development in PFM, HR, M&E, and citizen engagement.

3. Eligible Expenditures

3.1 For Bank-executed activities, the Trust Fund funds may be used to finance:

- (a) Associated Overheads
- (b) Consultant Fees Individuals with Indirect Costs and Firms
- (c) Contractual Services
- (d) Extended Term Consultants with Indirect Costs
- (e) Media, Workshop, Conference and Meeting
- (f) Staff Costs with Indirect Costs
- (g) Temporary Support Staff Costs with Indirect Costs
- (h) Travel Expenses

3.2 For Recipient-executed activities, the Trust Fund funds may be used to finance:

- (a) Civil Works
- (b) Consulting
- (c) Goods
- (d) Operating Costs
- (e) Training
- (f) Other

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. Program Criteria

5.1 Activities are to be financed in accordance with the following program criteria:

The Kenya Devolution Partnership Facility (KDPF) Steering Committee, comprising of the Bank and contributing development partners will endorse the work plan and suggested changes to the results framework. The implementation plan and results framework will be updated on an annual basis (or more frequently if needed) and approved by Bank management and endorsed by the KDPF Steering Committee.

6. Retroactive Financing

6.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of November 20, 2014 in accordance with the Bank's applicable policies and procedures.

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 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 transfer all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. Trust Fund Fees and Costs

3.1 The Bank shall deduct and retain for its own account, as a deduction from each Installment, an amount equal to two percent (2 %) per Installment as an administrative fee for the Trust Fund.

3.2 In addition, costs incurred by the Bank for other expenses, such as for program management and Trust Fund administration, that are (i) not covered by the percentage deduction specified above as an administrative fee and (ii) not included under Annex 1 of the Administration Agreements in accordance with the Bank's applicable policies and procedures shall be charged to the Trust Fund on an actual basis up to a maximum of three percent (3%) of the total Contributions under all Administration Agreements.

3.3 Each Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Agreement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Agreements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Donors under new Administration Agreements.

4. Accounting and Financial Reporting

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

4.2 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 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 the Holding Currency with respect to the Contributions shall be made available to the Donors via the World Bank's Trust Funds Donor Center secure website.

4.3 The Bank shall provide to the Donors via the World Bank's Trust Fund Donor 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.

4.4 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.

4.5 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.

5. Progress Reporting

5.1 The Bank shall provide the Donors with annual reports on the progress of activities financed by the Contributions. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

5.2 Any Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. 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.

6. Disbursement; Cancellation; Refund

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by December 31, 2019 (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.

6.2 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 the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

7. Disclosure; Dispute Resolution

7.1 The Bank shall disclose the Administration Agreements and related information on this Trust Fund in accordance with the Bank's Policy on Access to Information. By entering into Administration Agreements, the Donors consent to such disclosure of their respective Administration Agreements and such related information.

7.2 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.

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.

ANNEX 3

Governance

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

The overarching structure for coordination of the MDTF activities, policy dialogue and reporting is the KDPF Steering Committee which includes representatives of all donor partners and the World Bank Country Director for Kenya and World Bank Senior Manager(s) of the Global Practices contributing to the execution of the program. The Steering Committee will endorse the Annual Workplans of the KDPF, will receive and endorse the annual reports of the MDTF and engage the Government of Kenya departments as required.

Overall guidance for the engagement of the World Bank and the donor partners included in the KDPF will be provided by the Devolution Sector Working Group, an existing coordination mechanism that brings together the Government of Kenya and the donor partners related to devolution.