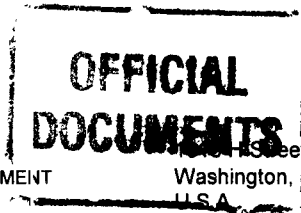


The World BankINTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION1800 K Street, N.W.
Washington, D.C. 20433
U.S.A.(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS**16 OCT 2012**~~June 29, 2012~~

Mr. Klaus Gehr
Head of Division
KfW
Palmengartenstr. 5-9
60325 Frankfurt a. M

Mr. Florian Ziegler
Project Manager
KfW
Palmengartenstr. 5-9
60325 Frankfurt a. M

Trust Fund Administration Arrangement between KfW acting for the account of the Government of the Federal Republic of Germany and the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA) concerning the Multi Donor Trust Fund for the Africa Climate Change Program (Trust Fund No. TF071857)

Dear Messrs. Gehr and Ziegler:

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 "World Bank" or the "Bank") that KfW acting for the account of the Government of the Federal Republic of Germany (the "Donor") shall make available as a grant the sum of three hundred thousand Euros (Euro 300,000) (the "Contribution") for the Multi-donor Trust Fund established for the Africa Climate Change Program (the "Trust Fund") in accordance with the terms of this Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Agreement. All references in Annexes and related documents to "Administration Agreement" will have the same meaning as the term "Administration Arrangement" used herein.

2. The Contribution will 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 established for the Africa Climate Change Program" attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the provisions of this Arrangement including the "Standard Provisions Applicable to the Multi-donor Trust Fund established for the Africa Climate Change Program" (the "Standard Provisions") attached hereto as Annex 2.

3. The Donor will deposit the Contribution into such bank account designated by the Bank promptly following countersignature of this Arrangement by the Donor and submission of a payment request by the Bank.

4. When making such deposit, the Donor will 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 **TF071857** (Multi-donor Trust Fund established for the Africa Climate Change Program), and the date of the deposit (the "Deposit Instruction"). In addition, the Donor will 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.

5. The Bank will convert the Contribution funds into the holding currency of the Trust Fund, namely in United States Dollars, promptly upon receipt of the Contribution funds and the Deposit Instruction containing the information specified in paragraph 4 at the exchange rate obtained by the Bank on the date of the conversion. Where the Contribution proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the Bank nor the Donor will bear any responsibility for providing any additional financing.

6. Except as provided for in paragraph 4 above, any notice, request or other communication to be given or made under this Arrangement will be in writing and delivered by mail, facsimile 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:

Mr. Nagaraja Rao Harshadeep
Senior Environmental Specialist
(AFTEN)
The World Bank
1818 H Street, NW
Washington, DC 20433
U.S.A.

Tel: +1 202-473-9173
Fax: +1 202-6141598
E-mail: harsh@worldbank.org

For the Donor:

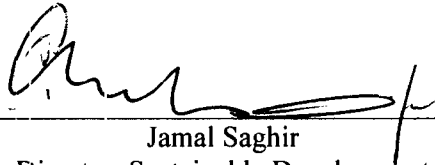
Mr. Klaus Gihl
Head of Division Energy, Transport and Telecommunication / Africa
LAD4
KfW Bankengruppe
Palmengartenstr. 5-9
D- 60046 Frankfurt
Germany
phone + 49 69 7431 2581
fax +49 69 7431 3568

7. All annexes hereto constitute an integral part of this Arrangement. This Arrangement may be amended only in writing between the Bank and the Donor; provided, however, that such annexes may be amended only with the arrangement of all donors contributing to the Trust Fund.

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

Sincerely,

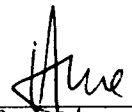
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION**



Jamal Saghir
Director, Sustainable Development
Africa Region

Confirmed:

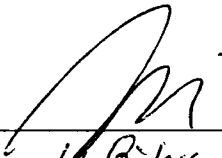
KfW

By: 

Name: Dr. Thomas Jave

Title: Director

Date: 16/10/12

By: 

Name: K. Gihv

Title: Head of Division

Date: 15.10.12

Description of Activities and Expenditures
Multi-donor Trust Fund for the Africa Climate Change Program

This Annex will be applicable to and form an integral part of all arrangements entered into between the Bank and entities (collectively, the “Donors”) that provide contributions (the aggregate of all contributions from the Donors, the “Contributions”) to be administered by the Bank for the Trust Fund.

A. DESCRIPTION OF ACTIVITIES

Objectives:

1. The objective of the Trust Fund is to: (i) strengthen development planning processes in African countries to integrate climate change risks; and (ii) develop innovative financing packages for implementation of priority measures.

Bank Executed Activities

2. The Trust Fund will support the following activities:

(a) Preparation of technical and synthesis papers such as national and/or regional vulnerability profiles; financial and socio-economic assessments;

(b) Inventorying and assessment of existing financing mechanisms and/or developing and supervising the implementation of new climate financing mechanisms at national level;

(c) Assisting government partners to identify appropriate country specific adaptation and mitigation measures;

(d) Development of regional and country specific climate change simulation models;

(e) Assessing existing institutional and legal frameworks and making recommendations to strengthen them in view of promoting climate resilient management; and

(f) Mobilizing specialized technical assistance, capacity building and training events, and support for stakeholder consultations and information workshops.

B. CATEGORIES OF EXPENDITURE

The Contributions may be used to finance Consultant Fees, Extended Term Consultants, Travel Expenses, Media and Workshop Costs, Contractual Services, Associated Overheads, Temporary Support Staff Costs, Field assignment benefits and Staff Costs (with no in-direct cost)

The foregoing categories of expenditures may include the financing of taxes.

Standard Provisions
Applicable to the Multi-donor Trust Fund for the Africa Climate Change Program

This Annex will be applicable to and form an integral part of all arrangements entered into between the Bank and the Donors that provide Contributions to be administered by the Bank for the Trust Fund.

1. Administration of the Contributions

1.1. The Bank will be responsible only for performing those functions specifically set forth in this Arrangement and will 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 Arrangement will 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 Contribution will be administered in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including 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 the Donor, nor will it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

2. Commingling, Exchange and Investment of the Contributions

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

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

2.3. The Bank will invest and reinvest the Contributions pending their disbursement in accordance with the Bank's policies and procedures for the investment of trust funds administered by the Bank. The Bank will credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. Administrative Cost Recovery

3.1. In order to assist in the defrayment of the costs associated with the establishment of the Trust Fund, the Bank may, following deposit of the first Contribution from any Donor to the Trust Fund, deduct and retain for its own account from that Contribution an amount equal to and not greater than thirty-five thousand United States Dollars (US\$35,000).

3.2. In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Arrangement, the Bank may deduct and retain for its own

account an amount equal to five percent (5%) of each Contribution. If the contributions increase beyond what was originally expected at the time of counter-signature of the first administration arrangement, and the administrative costs increase as a result, the Donors acknowledge that an additional administrative fee may be applied to such new contributions.

4. Procurement

4.2. The employment and supervision of any consultants and the procurement of any goods financed by the Contributions will be the responsibility of the Bank and will be carried out in accordance with its applicable policies and procedures.

5. Accounting and Financial Reporting

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

5.2. The Bank will furnish to the Donors current financial information relating to receipts, disbursements and fund balance in United States Dollars of the Trust Fund 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 United States Dollars of the Trust Fund with respect to the Contributions will be made available to the Donors via the World Bank's Trust Funds Donor Center secure website.

5.3. The Bank will 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 auditor's opinion thereon. The cost of the single audit will be borne by the Bank.

5.4. 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 will first consult as to whether such an external audit is necessary. The Bank and the Donor will decide on the appropriate scope and provisions of reference of such audit. Following arrangement 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, will be paid by the requesting Donor.

6. Progress Reporting

6.1. The Bank will 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 7.1, the Bank will furnish to the Donors a final report on the activities financed by the Trust Fund.

6.2. Any Donor may review or evaluate activities financed by the Trust Fund. The Donor and the Bank will decide on the scope and conduct of such review or evaluation, and the Bank will provide all relevant information within the limits of its policies and procedures. All associated costs will 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.

7. Disbursement; Cancellation; Refund

7.1 It is expected that the Contributions will be fully disbursed by the Bank by March 31, 2014. The Bank will only disburse Contributions for the purposes of this Arrangement after such date with the written approval of the Donors.

7.2 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 Contributions that is not committed pursuant to any arrangements entered into between the Bank and any consultants and/or other third participants for the purposes of this Arrangement prior to the receipt of such notice.

7.3 Following the final disbursement date specified in paragraph 7.1, the Bank will return any remaining balance of the Contributions to KfW's Balance Account ("Germany's Balance Account") on a pro rata basis based on the Donors' paid Contributions. In the event of a cancellation the Bank will promptly return to the Germany's Balance Account the Donor's pro rata share of uncommitted Contributions in accordance with paragraph 7.2.

8. Disclosure

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