

**The World Bank**  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

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October 7, 2010

Mrs. Ewa Werner-Dahlin  
Director  
Department for Conflict and Post-Conflict Cooperation  
Swedish International Development Cooperation Agency (Sida)  
Stockholm, Sweden

***Trust Fund Administration Agreement between the Swedish International Development Cooperation Agency (“Sida”) and the International Development Association (“IDA”) concerning the Haiti Reconstruction Fund (MTO 069016)***

Dear Mrs. Werner-Dahlin,

1. We are pleased to acknowledge on behalf of the International Development Association (“IDA” or the “Bank”) as trustee (the “Trustee”) that Swedish International Development Cooperation Agency (“Sida”) (the “Donor”) shall make available as a grant the sum of Twenty-Five Million Swedish Kronor (SEK 25,000,000) (the “Contribution”) for the Haiti Reconstruction Fund (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.
2. The Contribution shall be administered by the Trustee on behalf of the Donor in accordance with the terms of this Agreement and the “Standard Provisions for the Haiti Reconstruction Fund” (the “Standard Provisions”) attached hereto as Annex 1. The Standard Provisions constitute an integral part of this Agreement.
3. The Donor shall deposit the Contribution into such account with such bank designated in a payment request by the Trustee, promptly following countersignature of this Agreement by the Donor and a submission of a payment request by the Trustee.
4. 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 MTO 069016 (the Haiti Reconstruction Fund), and the date of the deposit.

5. The Trustee shall convert the Contribution funds into the holding currency of the Trust Fund, namely 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 Trustee 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 Trustee nor the Donor shall 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 Agreement shall 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 Trustee:

Susan McAdams  
Director  
Multilateral Trusteeship and Innovative Financing  
The World Bank  
1818 H Street, NW  
Washington, DC 20433  
U.S.A.

Tel: + 1-202-458-0019  
Fax: + 1-202-614-0249  
E-mail: [Smcadams@worldbank.org](mailto:Smcadams@worldbank.org)

For the Donor:

Ewa Werner-Dahlin  
Director  
Department for Conflict and Post-Conflict Cooperation  
Swedish International Development Cooperation Agency, Sida  
SE-105 25 Stockholm  
Sweden

Tel: +46 8 698 53 94  
E-mail: [ewa.werner.dahlin@sida.se](mailto:ewa.werner.dahlin@sida.se)

7. All Annexes (1 and 2) hereto constitute an integral part of this Agreement. This Agreement may be amended only in writing between the Trustee and the Donor; provided, however, that such Annexes may be amended only with the agreement of all donors contributing to the Trust Fund on terms and conditions specified in the Annexes to this Agreement.

8. 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 Trustee of the copy of this Agreement countersigned by you, this Agreement will become effective as of the date of the countersignature.

Sincerely,

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

/s/ Axel van Trotsenburg  
Vice President  
Concessional Finance and Global Partnerships

**AGREED:**

The Swedish International  
Development Cooperation Agency (Sida)

By: /s/ Ewa Werner-Dahlin  
Director  
Department for Conflict and Post-Conflict Cooperation  
Swedish International Development Agency, Sida

Date: October 15, 2010

**Standard Provisions for the Haiti Reconstruction Fund**

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

**A. DEFINITIONS**

Capitalized terms appearing, but not otherwise defined, in this Agreement, shall have the meanings ascribed to them below:

1. “Activity” or “Activities” means one or more activities carried out to achieve the objective of the Trust Fund, including: (a) technical assistance and capacity building; (b) infrastructure investments; (c) delivery of basic services; (d) community development; (e) environmental protection and clean-up; (f) income generation activities; and (g) budget support.
2. “Administrative Costs” means the administrative and other costs incurred by the Trustee and/or the Secretariat, in connection with the performance of their administrative services and other activities in support of the Trust Fund.
3. “Administrative Fees” means the administrative and other costs, including but not limited to costs for Project preparation, Project supervision and preparation of reports and unaudited or audited financial reports, incurred by the Partner Entities in connection with the management of the Projects.
4. “Allocation” means the portion of the Trust Fund funds, including the Contributions, that has been allocated to Projects, Administrative Costs and Administrative Fees that have been approved by the Steering Committee.
5. “Contribution” means each Donor’s respective contribution to the Trust Fund and “Contributions” means the aggregate of all the contributions to the Trust Fund.
6. “Donor” means any country (including any ministry or agency thereof) or, if agreed by the Steering Committee and the Trustee, such other entity that provides a Contribution.
7. “Haiti’s Action Plan for Reconstruction and Development” means the written strategy for the reconstruction and development needs of Haiti, as defined by the Government of Haiti.

8. “Interim Haiti Recovery Commission” or “IHRC”, and (later) the “Haitian Development Authority” or “HDA” mean the Government of Haiti agency to be established to manage the reconstruction and development of Haiti.
9. “MOU” means the memorandum of understanding entered into between the Trustee and the Secretariat, in the form approved by the Steering Committee.
10. “Objective” means the objective of the Trust Fund pursuant to Section B.1.1 of this Annex.
11. “Partner Entity” means the Inter-American Development Bank, the World Bank, the United Nations, the United Nations’ funds, programmes or specialized agencies, or any other multilateral development bank acceptable to the Steering Committee.
12. “Program” means more than one Project.
13. “Project” means an Activity or Activities which are to be financed with funds from the Trust Fund, as approved by the Steering Committee based upon a Proposal.
14. “Proposal” means any proposal submitted by a Partner Entity to the Steering Committee seeking an Allocation of funds from the Trust Fund.
15. “Transfer Agreement” means any agreement to be entered into between the Trustee and any Partner Entity in a form approved by the Steering Committee.
16. “Secretariat” means the administrative unit established at the World Bank with offices in Haiti to support the work of the Trust Fund and to support the Steering Committee.
17. “Steering Committee” means the committee of the Trust Fund established to approve Projects and/or Programs for each Partner Entity consistent with the Objective of the Trust Fund and the Governance Document.
18. “World Bank” means the International Bank for Reconstruction and Development and the International Development Association.
19. “World Bank Group” means the World Bank, the International Finance Corporation, the Multilateral Investment Guarantee Agency and the International Center for the Settlement of Investment Disputes.

**B. STANDARD PROVISIONS APPLICABLE TO THE HAITI RECONSTRUCTION FUND**

1. Establishment of the Trust Fund

1.1 The Trust Fund is established to support the Objective, which shall be to mobilize, coordinate and allocate resources in the form of Contributions to improve basic living conditions in Haiti and assist in building the capacity of the Government of Haiti in the longer term consistent with Haiti's Action Plan for Reconstruction and Development.

1.2 The governance framework set forth in Annex 2 (the "Governance Document") sets forth the governance and organizational structure of the Trust Fund. The Governance Document may be amended from time to time by the Steering Committee in accordance with its terms.

2. Administration of the Contributions

2.1 The Trustee 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 IDA under its Articles of Agreement or any applicable law, all of which are expressly reserved.

3. Commingling, Exchange and Investment of the Contributions

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

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

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

4. Administrative Cost Recovery

4.1 In order to assist in the defrayment of the Administrative Costs and other expenses incurred by the Trustee under this Agreement, the Trustee may deduct and retain for its own account an amount equivalent to 0.58 per cent from the Contributions. In addition, the equivalent of up to 1.96 per cent of the Contributions may be charged on an actual basis to cover the Administrative Costs incurred by the Trustee. In addition, Administrative Costs incurred by the Secretariat shall be charged to the Trust Fund on an actual basis. Estimated costs for the Trustee

and Secretariat charged to the Trust Fund will be approved in advance by the Steering Committee on an annual basis and shall be subject to an end of year adjustment based on actual costs incurred.

4.2 The Trust Fund funds may also be used to cover the Administrative Fees incurred by the Partner Entities. The Administrative Fees of Projects and/or Programs will be allocated by the Steering Committee at the time of its approval of Projects and/or Programs, based on the submission of proposed Administrative Fees by the relevant Partner Entity to the Steering Committee and on the agreed fee structure approved by the Steering Committee. The Administrative Fees of each Partner Entity shall be provided for in each of the relevant Transfer Agreements.

## 5. Transfers to Partner Entities and Secretariat

5.1 The Trustee shall, subject to Section B.9.1 below, commit up to the maximum amount of the Trust Fund funds allocated by the Steering Committee and transfer such amount: (a) to the Partner Entities, including the World Bank in its role as a Partner Entity, in accordance with the Transfer Agreements and (b) to the Secretariat in accordance with the MOU.

5.2 The Trustee shall, as trustee on behalf of the Donors, enter into Transfer Agreements for the purposes of this Agreement on the terms and conditions set forth in the Transfer Agreement. The Steering Committee shall approve any material change to the form of the Transfer Agreement. The Trustee shall furnish a copy of each executed Transfer Agreement to the Donors.

5.3 The Transfer Agreement(s) shall provide that each Partner Entity shall be responsible for:

- (a) the use of the Trust Fund funds transferred to it and Activities carried out therewith in accordance with: (i) its policies and procedures (including those in respect of maintaining its tax exempt status, the procurement of goods and services, reporting arrangements and its framework to combat fraud and corruption); and (ii) the applicable decisions of the Steering Committee, including the purpose for which the Allocations of the funds have been approved;
- (b) maintaining books, records, documents, and other evidence in accordance with its usual accounting procedures to sufficiently substantiate the use of the Trust Fund funds transferred to it;
- (c) requiring the Government of Haiti to maintain a dedicated account for any funds used to provide budget support; and
- (d) reporting to the Steering Committee on the Project and/or Program of Activities in accordance with the terms of the Governance Document.

5.4 Recognizing the obligations of the Donors under various United Nations Security Council Resolutions and the Donors' intent that the Trust Fund funds not be used to finance drug traffickers or terrorists or corrupt persons, the Trustee will include in each Transfer Agreement a requirement that the Partner Entity:

- (a) undertakes to use reasonable efforts, consistent with its policies and procedures, including those pertaining to combating financing for terrorists, to ensure that the Trust Fund funds provided to the Partner Entity by the Trustee are used for their intended purposes and are not diverted to terrorists or their agents;
- (b) will not use Trust Fund funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, including under United Nations Security Council Resolution 1373 and related resolutions;
- (c) will confirm that, given the activities to be funded with the funds provided to the Partner Entity, the Partner Entity does not believe that any such funds would be diverted to drug traffickers and their conspirators; and
- (d) will include provisions corresponding to subparagraphs (a) – (c) above in any subgrant agreements that the Partner Entity enters into with entities to which the Partner Entity makes Trust Fund funds available.

5.5 Such Transfer Agreement shall also name the Donors as third party beneficiaries with direct rights on the part of the Donors to seek recourse under the Transfer Agreement and will provide the Trustee with the rights of novation and assignment to enable the Donors to seek direct recourse against a Partner Entity.

5.6 The Trustee shall also include in each Transfer Agreement that the Partner Entity may invite the Donors to participate in its supervision missions related to the Trust Fund and that, if any Donor wishes to request to review or evaluate Activities of a Partner Entity financed by the Trust Fund, the Donor and the Partner Entity shall agree on the scope and conduct of such review or evaluation, and the Partner Entity shall provide all relevant information within the limits of its policies and procedures. It is understood that any such review or evaluation will not constitute a financial compliance or other audit of the Trust Fund. All associated costs will be borne by the Donor, unless otherwise agreed.

5.7 The Trustee shall require, and accept from, the Partner Entities that have received Trust Fund funds from the Trustee, periodic unaudited financial reports and/or an audited financial report, as well as other relevant financial information, as required by the Steering Committee.

5.8 For transfers to Partner Entities, the Bank's role shall be solely as Trustee of the Trust Fund, unless the Bank itself is the Partner Entity. The Trustee shall have no responsibility for implementation of Activities following disbursement of such funds to any Partner Entity.



5.9 The Trustee shall disburse funds to a Partner Entity as requested by the Steering Committee. The disbursements shall be based on Projects and/or Programs and budgets submitted by a Partner Entity through the Secretariat and approved by the Steering Committee.

5.10 In the event that the Steering Committee shall have decided to withhold disbursements for reasons set out in the Governance Document, the Trustee shall claim repayment in full or in part directly from the Partner Entity as set forth in the Transfer Agreement.

## 6. Procurement

6.1 The employment and supervision of consultants and the procurement of goods and works financed by the Contributions shall be the responsibility solely of the Partner Entity and shall be carried out in accordance with its applicable policies and procedures. The Transfer Agreement shall provide that the Contributions shall be used by the Partner Entity to finance expenditures for goods, works and services, as the case may be, in accordance with the Partner Entity's procurement policies as in effect at the date of the Transfer Agreement.

## 7. Accounting and Financial Reporting

7.1 The Trustee shall maintain separate records and ledger accounts in respect of the Contributions deposited in the Trust Fund account and disbursements to Partner Entities made therefrom.

7.2 The Trustee shall 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.

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

7.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Trustee's external auditors of the Trust Fund, the Donor and the Trustee shall first consult as to whether such an external audit is necessary. The Trustee 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 Trustee shall arrange for such external audit. The costs of any such audit, including the internal costs of the Trustee with respect to such audit, shall be paid by the requesting Donor.

7.5 The Trustee shall furnish the Steering Committee and each Donor with: (a) copies of all unaudited or audited financial reports; and (b) any other relevant financial information received from the Partner Entities.

#### 8. Progress Reporting

8.1 Each Partner Entity through the Secretariat shall provide the Donors and Steering Committee with a report, annually or at such times as otherwise may be agreed by the Steering Committee, on the progress of Activities financed by the Contributions received by the Partner Entity and the results thereof. Within six (6) months of the final disbursement date specified in Section B.10.1, each Partner Entity through the Secretariat shall furnish to the Donors a final report of the Projects and/or Programs.

8.2 Oversight for monitoring and evaluation of the Projects and Programs shall remain the ultimate responsibility of the Steering Committee.

8.3 Each Partner Entity will be responsible for monitoring and evaluation of Activities financed by the Contributions transferred to it in accordance with its regulations, rules, policies and procedures and in accordance with the Transfer Agreement.

#### 9. Use of Trust Fund Resources

9.1 Subject to the availability of Contributions held in the Trust Fund as determined by the Trustee, the Trustee shall commit, transfer and/or use the Trust Fund resources for any purpose approved and in the amount allocated by the Steering Committee, in accordance with the terms of the Governance Document and the Transfer Agreement.

#### 10. Disbursement; Cancellation; Refund

10.1 It is expected that the Contributions will be fully disbursed by the Trustee by December 31, 2017. The Trustee shall only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.

10.2 In the event that the Steering Committee shall cease making Allocations from the outstanding balance of the Trust Fund pursuant to the terms of the Governance Document, the Trustee shall continue to administer the Trust Fund after the date of cessation of Allocations by the Steering Committee in accordance with the provisions of this Agreement and the Transfer Agreements until such time as the obligations of the Trustee set forth in Section B.10.5 of this Annex are fulfilled. In such event, the Trustee in consultation with the Steering Committee agrees to return any unused amount of compensation allocated for the Administrative Costs of the Secretariat and the Trustee calculated on an actual basis. The Transfer Agreements shall provide that if Programs and/or Projects are canceled prior to completion, the relevant Partner Entity shall return to the Trust Fund any unused amount of compensation allocated for Administrative Fees.

10.3 Any Donor 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 allocated by the Steering Committee prior to the receipt of such notice. In the event of such cancellation, the Trustee shall, as instructed by the relevant Donor in writing, promptly return directly to the relevant Donor or to the relevant Donor Balance Account or transfer to any other trust fund or fund administered by the World Bank Group the Donor's pro rata share of unallocated Contributions.

10.4 The Trustee may terminate its role as trustee of the Trust Fund at any time after giving the Steering Committee three (3) months notice in writing. Following termination, the Trustee shall carry on no business for the Trust Fund except for the purpose of winding up its affairs. The Trustee shall, in consultation with the Steering Committee to the extent possible, take all necessary action for winding up its affairs in an expeditious manner, and for meeting the commitments already made by the Trustee.

10.5 Following the final disbursement date specified in Section B.10.1, the Trustee shall, as instructed by each Donor in writing, return any remaining balance of the Contributions to the relevant Donor or to the relevant Donor Balance Account or transfer such balance to another trust fund or fund administered by the World Bank Group on a pro rata basis based on the Donors' paid Contributions.

## 11. Disclosure

11.1 The Trustee may disclose this Agreement and information under this Trust Fund in accordance with the Trustee's policy on disclosure of information in effect at the time of such disclosure. By entering into this Agreement, Donors consent to disclosure of this Agreement and information on this Trust Fund subject to such policy.

### **Governance Document For Haiti Reconstruction Fund**

The governance and organizational structure of the Trust Fund includes a Steering Committee, a Secretariat and a Trustee.

#### **A. Steering Committee**

1. The Steering Committee will be established to oversee the Activities of the Trust Fund, and will consist of the following members (the Members):
  - (a) a representative of the Government of Haiti;
  - (b) a representative of each Donor making the minimum aggregate contribution to the Trust Fund of USD 30 million;
  - (c) a representative of each Partner Entity; and
  - (d) a representative of the Trustee.
  
2. Observers on the Steering Committee may consist of the following:
  - (a) representative(s) of international non-governmental organizations;
  - (b) representative(s) of the private sector;
  - (c) representative(s) of other development partners;
  - (d) representative(s) of Haitian civil society;
  - (e) representative(s) of the Haitian diaspora;
  - (f) representative(s) of Haitian local government; and
  - (g) representative(s) of the Interim Haiti Recovery Commission
  
3. Members referred to in paragraphs 1(a) and (b) above will be the decision making Members in all matters relevant to the Steering Committee. The Members in paragraphs 1(c) and (d) above will be non-decision making Members. The composition, selection process and role of observers will be decided upon by the Steering Committee.
  
4. In order to be selected as a Member representing a Donor or Donors on the Steering Committee pursuant to paragraph 1(b) above, a Donor (or group of Donors) will be required to make a commitment, by way of entering into an Administration Agreement(s) with the Trustee, to contribute to the Trust Fund an aggregate amount not less than the minimum amount of USD 30 million, or such other amount decided by the Steering Committee.
  
5. In the event that all or a part of the Donor's contribution is subject to legislative approval, the Donor may enter into an Administration Agreement with the Trustee for the total amount of the contribution, but qualify all or the portion of the contribution that is subject to legislative approval ; provided that if that Donor has not unqualified the contribution in an amount no less than the minimum contribution within eighteen (18) months of the

effectiveness of the Administration Agreement, that Donor country will not be eligible to apply for a seat at the Steering Committee for the subsequent term until and unless the minimum contribution is unqualified. In no case will a Donor country that has not unqualified an amount equal to or exceeding the minimum contribution serve as a Member of the Steering Committee for a period exceeding two years.

6. The Steering Committee will decide on any changes to the size and composition of the Steering Committee.
7. The Steering Committee will be responsible for:
  - (a) ensuring that the strategic orientation of the Trust Fund is guided by the principles of Haiti's recovery, reconstruction and development needs as defined by the Government of Haiti's Action Plan for Reconstruction and Development or a similar document for recovery reconstruction and development approved by the Government of Haiti;
  - (b) conducting discussions on a regular basis on the strategic orientation of the Trust Fund;
  - (c) establishing the criteria and requirements for Project and Program Proposals for consideration for funding from the Trust Fund;
  - (d) approving, rejecting or sending back for revision Projects and Programs submitted to it by the Secretariat;
  - (e) approving all allocations of Trust Fund funds for Projects and Programs, administrative budget and fees and informing the Secretariat and the Trustee thereof;
  - (f) approving the common format for progress reports submitted by the Partner Agencies;
  - (g) receiving and approving progress and financial reports as well as receiving a mid-term review from Partner Entities;
  - (h) ensuring that allocations to Partner Entities will be based on the Government of Haiti's Action Plan for Reconstruction and Development and based on the consideration and subsequent approval by the Interim Haiti Reconstruction Commission (IHRC) and later the Haiti Development Agency;
  - (i) reviewing periodic financial reports and an annual audited financial statement on the finances of the Trust Fund received from the Trustee;
  - (j) deciding to withhold disbursements to Partner Entities under the Transfer Agreements for the following reasons including but not limited to: (a) a substantial deviation from work plans and budgets approved by the Steering Committee; (b) failure of the Partner Entity to provide reports required under the Transfer Agreement; (c) evidence of financial mismanagement in Projects; or (d) noncompliance of any applicable terms as set forth in the Transfer Agreement;

- (k) approving an operational manual;
  - (l) establishing any other subcommittee necessary for the Steering Committee to carry out its responsibilities effectively and efficiently;
  - (m) exercising oversight of the Trustee; and
  - (n) exercising such other functions as the Steering Committee may deem appropriate to fulfill the purposes of the Trust Fund.
8. The representative of the Government of Haiti will serve as the chair of the Steering Committee and will convene its meetings. The Chair of the Steering Committee will not express his/her viewpoint in deliberations nor participate in voting at any Steering Committee meeting. The Chair's alternate will exercise voting rights on behalf of the Government of Haiti.
  9. Decisions by the Steering Committee will be made by consensus of its decision making Members. Consensus is a procedure for adopting a decision when no participant in the decision-making process blocks a proposed decision. For the purposes of the Trust Fund, consensus does not necessarily imply unanimity. A dissenting decision maker, who does not wish to block a decision, may state an objection by attaching a statement or note to the decision. If consensus is not possible, then a proposed decision will be postponed or withdrawn.
  10. The Steering Committee will meet at such frequency as it may decide, but at least once every three months.
  11. Decisions may be made and meetings may be held by means of telephone conference or electronic communication media. Any decisions of the Steering Committee will be made by: (a) consensus of all its decision making Members participating in a meeting; or (b) affirmative approval or no objection within ten (10) days on the part of all the decision making Members by virtual (email) correspondence.
  12. A member of the Secretariat will serve as secretary to the Steering Committee to facilitate the role of the chair-person in coordinating activities and recording Steering Committee decisions.
- B. Secretariat**
13. The Secretariat will be established to support the work of the Steering Committee. The Secretariat will comprise a small team of professional and administrative staff employed by the World Bank. The Secretariat will be headed by a program manager within the office of the Director of Strategy of the Latin America and the Caribbean Region of the World Bank.
  14. The Secretariat will be responsible for:

- (a) receiving Project and Program proposals and funding requests for review by the Steering Committee;
- (b) notifying the Trustee of funding requests approved by the Steering Committee;
- (c) submitting Project and Program proposals approved by the Steering Committee for consideration by the IHRC and thereafter communicating instructions by the Steering Committee for transfer of funds to the Partner Entities;
- (d) organizing meetings of the Steering Committee;
- (e) drafting and circulating minutes of Steering Committee discussions;
- (f) providing public information on Trust Fund Activities on a website to be created;
- (g) offering guidance to the Partner Entities on the processes and requirements as laid out by the Steering Committee;
- (h) receiving and consolidating annual reports on implementation results;
- (i) receiving periodic financial reports submitted by the Partner Entities for distribution to the Steering Committee and Donors;
- (j) drafting an operational manual;
- (k) collaborating with the Trustee to ensure that the Trustee has all the information necessary to carry out its responsibilities; and
- (l) performing any other functions assigned to it by a decision of the Steering Committee.

### **C. Trustee**

- 15. IDA will serve as Trustee for the Trust Fund. IDA, in its capacity as the Trustee, will establish the Trust Fund to receive contributions from Donors to the Trust Fund, and will hold in trust, as a legal owner, and administer the funds, assets and receipts that constitute the Trust Fund, pursuant to Annex 1 of this Agreement.
- 16. The Trustee will make commitments and transfers of the Trust Fund funds, in accordance with Annex 1 of this Agreement
- 17. The Trustee will provide to the Steering Committee reports on the financial status of the Trust Fund, as set forth in Annex 1 of this Agreement or otherwise agreed between the Trustee and the Steering Committee.
- 18. The Trustee shall claim repayment from Partner Entities as set out in Annex 1 of this Agreement and the Transfer Agreement and will send notices to Partner Entities pursuant to the Transfer Agreement as directed by the Steering Committee.
- 19. The Trustee will be accountable to the Steering Committee for the performance of its functions.
- 20. The Trustee will have no responsibility for the use of the Trust Fund funds transferred and Activities carried out therewith. In particular, the Trustee shall have no responsibility, fiduciary or otherwise, for the implementation or supervision of

Activities financed by such funds, including without limitation, any duties and obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law.

**D. Partner Entities**

21. Each Partner Entity will be responsible for the use of funds transferred by the Trustee and Activities carried out therewith in accordance with: (a) its own policies, guidelines, and procedures, including its framework to combat fraud and corruption; and (b) the applicable decisions of the Steering Committee, including the purpose for which the allocations of the funds have been approved as set out in the Transfer Agreement.
22. For transfers to Partner Entities, including the World Bank, categories of expenditure will be determined by the policies and procedures of the Partner Entity, and with the approval and instruction of the Steering Committee, and may include costs for Project and/or Program preparation and supervision.

**E. Miscellaneous**

23. Terms used but not defined herein shall have the meaning assigned to them in the other Annex to this Agreement.

**F. Amendment**

24. This Governance Document may be amended by agreement of the Steering Committee.