

**ADMINISTRATION AGREEMENT**  
*between*  
**the GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA**  
*and*  
**the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**  
**concerning the Program Towards Elimination of Tuberculosis Single-Donor**  
**Trust Fund**  
**(Trust Fund No. TF073309]**  
**(Donor Reference No. IND-T-IBRD)**

1. The International Bank for Reconstruction and Development (“IBRD”) (the “Bank”) acknowledges that the Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of forty-one million six hundred thousand United States Dollars (US\$41,600,000) (the “Contribution”) for the Program Towards Elimination of Tuberculosis Single-Donor Trust Fund (Trust Fund No. TF073309) (the “Trust Fund”) in accordance with the terms of this Administration Agreement.

2. The Contribution shall be used to finance the activities set forth in the “Program Towards Elimination of Tuberculosis 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. The Parties acknowledge that the Contribution is being provided by the Donor in reliance on commitments made by India with respect to increased financing for the elimination of tuberculosis, including as set forth in that certain letter from India to the Donor, dated March 1, 2019.

3. In consideration of the foregoing commitments made by India to the Donor, and for purposes of clarifying the provisions of Section 5.2 of the Standard Provisions, the Parties acknowledge that the Accrued Amounts (as defined in Section 3.1(ii) of Annex I to this Agreement) will be considered “committed” upon the submission by India of withdrawal applications under the Loan Agreement (as defined in Annex 1 attached hereto) on account of achieved disbursement-linked results described in Schedule 3 to the Loan Agreement. Accordingly, the mere countersignature of the Loan Agreement by India shall not be considered as a “commitment” of the Contribution for purposes of paragraph 5.2 of the Standard Conditions.

4. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:

<i>Contribution Installment Date</i>	<i>Installment Amount</i>
i. Promptly following countersignature of this Administration Agreement:	US\$ 1 million
ii. Promptly following the earlier of: (x) the first disbursement from the Bank to India under the Loan Agreement; or (y) confirmation by India of the approved budget for the National Tuberculosis	US\$ 20.6 million

Program for the 2019-2020 fiscal year; provided that the Loan Agreement has been fully signed:

- ii. Promptly following the earlier of: (x) the second disbursement from the Bank to India under the Loan Agreement; or (y) confirmation by India of the approved budget for the National Tuberculosis Program for the 2020-2021 fiscal year; but in any event no later than 31 March 2021:

US\$ 20 million

5. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund. If the Bank determines, on the basis of the speed of the implementation of the activities and availability of funds in the Trust Fund, that it is necessary to either bring Installments forward or delay them, the Bank and the Donor will discuss and agree to revise the Installment schedule, as confirmed by the Bank to the Donor in writing; provided that in no event will any Installment be deposited after 31 March 2021. The deposit of each Installment in the Trust Fund will be treated as a financial commitment for purposes of the Donor's internal policies and procedures, and each such financial commitment shall be considered "liquidated" upon written notification by the Global Fund to the Bank that the deposit has been made.

6. 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. TF073309 (the Program Toward Elimination of Tuberculosis 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 [tfremittance@worldbank.org](mailto:tfremittance@worldbank.org) or by fax sent to +1 (202) 614-1315.

7. 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"):

Ronald Mutasa  
Senior Health Specialist  
Health, Nutrition and Population Global Practice Group (GHN06)  
The World Bank  
1818 H Street N.W.  
Washington DC, 20433  
United States of America  
Tel: +1 (202) 458-7454  
E-mail: [rmutasa@worldbank.org](mailto:rmutasa@worldbank.org)

For the Donor (the "Donor Contact"):

Dr. Urban Johannes Weber  
Head, High Impact Asia Department  
Grant Management Division

The Global Fund to Fight AIDS, Tuberculosis and Malaria  
Global Health Campus, Chemin du Pommier 40  
1218 Grand-Saconnex, Geneva, Switzerland  
Tel: +41 58 791 1700  
E-mail: [urban.weber@theglobalfund.org](mailto:urban.weber@theglobalfund.org)

8. In the event any amounts are to be returned to the Donor under this Administration Agreement, the Bank shall transfer such amounts to the Donor, unless otherwise agreed with the Bank in writing. When making any deposit, the Bank shall include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Bank in relation to TF No TF073309 (the Program Towards Elimination of Tuberculosis Trust Fund), and the date of the deposit. The Bank shall provide a copy of such information to the Donor.

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

10. 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.

11. 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.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**

*Junaid Kamal Ahmad*  
By: \_\_\_\_\_

Name: Junaid Kamal Ahmad

Title: Country Director, India  
11-May-2019

Date: \_\_\_\_\_

**THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA**

*Mark Edington*  
By: \_\_\_\_\_

Name: Mark Edington

Title: Head, Grant Management Division  
13-May-2019

Date: \_\_\_\_\_

**PROGRAM TOWARDS ELIMINATION OF TUBERCULOSIS TRUST FUND**  
**DESCRIPTION**

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

**1. Objectives**

The objective of the Trust Fund is to support India's "*Towards Elimination of TB Program*" (the "Program") (Bank's Project No. P167523) through the financing of a partial buy-down of the principal of the Loan to be made available by the Bank to India for the financing of the Program (the "Bank Loan").

**2. Activities**

The activities to be financed by the Trust Fund are:

2.1. *Partial Buy Down of Principal ("Buy Down")* (up to US\$ 40,000,000):

Financing the partial buy down of the principal of the proposed Bank Loan upon its disbursement for the financing of India's "*Towards Elimination of TB Program*," for up to the amounts and pursuant to the procedures set forth in Section 3.1 (below) of this Annex 1.

2.2. *Prepayment Premia* (up to US\$ 600,000)

Financing the prepayment premia arising out of the execution of each individual Buy-Down pursuant to the "*General Conditions for IBRD Financing: Program for Results*", dated December 14, 2018 (the "General Conditions"), applicable to the loan agreement to be entered into between India and the Bank for the financing of the Program (the "Loan Agreement").

2.3. *Bank-executed activities, for which the Bank has implementation responsibility* (up to US\$ 1,000,000):

Management and administration activities for the Trust Fund, including but not limited to, supporting Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the activities.

**3. Eligible Expenditures**

- 3.1. (i) In carrying out the Buy Down referred to in paragraph 2.1 above, the Accrued Amounts (as defined in sub-paragraph 3.1(ii) below) of the Trust Fund funds may be used to pay to the Bank on behalf, and for the benefit of, India, the principal amount payable pursuant to Section 2.07 of, and Schedule 4 to, the Loan Agreement;
- (ii) For purposes of sub-paragraph 3.1.(i) above, the amounts accrued from time to time for the exercise of the Buy Down ("Accrued Amounts") shall be determined by reference to the

ratio of the Withdrawn Loan Balance from the IBRD Loan to the total IBRD Loan amount (i.e. US\$400,000,000), in accordance with the following formula:

$$\text{Accrued Amount} = [\text{USD } 40,000,000 \times \frac{\text{Eligible Withdrawn Loan Balance}}{\text{Eligible Loan Amount}}] - \text{Previous Buy Down Amounts}$$

Where:

- (a) “Eligible Loan Amount” means the Bank Loan amount of four hundred million (USD 400,000,000) netted of any amounts disbursed for the financing of Prior Results (as defined in sub-paragraph (d) below);
  - (b) “Eligible Withdrawn Loan Balance” means the amounts of the Bank Loan withdrawn by India from the Bank’s loan account and outstanding at the time of India’s filing of each withdrawal application, plus any amounts eligible for withdrawal under the respective withdrawal application on account of the achieved disbursement-linked results described in Schedule 3 to the Loan Agreement, but netted of: (i) any amounts disbursed for Prior Results (as defined in sub-paragraph (d) below); and (ii) any amounts disbursed as advances for the prospective achievement of disbursement-linked results as per Section IV.B.2 of Schedule 2 to the Loan Agreement;
  - (c) “Previous Buy Down Amounts” means the Buy Downs (i.e. partial pre-payments of the withdrawn Bank Loan balance), if any, executed pursuant to Sections 4.03 and 4.04 of Article IV of the Loan Agreement prior to India’s filing of each withdrawal application; and
  - (d) “Prior Results” means disbursement-linked results achieved prior to the date of the Loan Agreement but on or after September 18, 2018.
- (iii) The Accrued Amounts outstanding and available from time to time under this Trust Fund shall be utilized to repay the Bank Loan’s principal promptly following disbursement of the related Withdrawn Loan Balance to India in accordance with the provisions of Article IV of the Loan Agreement. The Accrued Amounts will be used to carry out the Buy Down through a direct transfer by the Bank (acting as administrator of the Trust Fund) from the Trust Fund account into the Bank’s own account(s) without any disbursement to the Government of India or otherwise outside of the Bank. For the avoidance of doubt, the Trust Fund funds may not be used to retroactively finance payments for results achieved prior to the date of the Loan Agreement.
- 3.2. The Bank shall be responsible for monitoring and certifying India’s achievement of the pre-agreed disbursement-linked results either through direct supervision mechanisms or by relying on third party audits by an independent verification agent, in accordance with the verification protocols agreed between India and the Bank. The Bank shall regularly inform the Donor on the results of such verification and the progress achieved in the implementation of the “*Towards Elimination of TB Program*” (P167523), including through the provision to the Donor of the disbursement-linked indicator verification reports and Bank assessments thereof. For the avoidance of doubt, the Donor will not be involved in the day-to-day management of the Bank Loan.
- 3.3. Furthermore, for purposes of carrying out each Buy Down referred to in paragraphs 2.1 above, the portion of the Contribution referred to, and allocated in, paragraph 2.2 above (i.e. USD 600,000),

may be used by the Bank (acting as administrator of the Trust Fund) to pay to the Bank, on behalf, and for the benefit of, India, the prepayment premium reasonably determined by the Bank pursuant to Section 3.04(a) and (b) of the General Conditions. In determining the applicable prepayment premium, the Bank considers certain factors, including, without limitation, its financial costs in redeployment of the prepaid amounts of the Loan. For loans with variable spread and no conversions, the prepayment premium is based on the difference between: (i) the variable spread, net of waivers, on the prepaid loan; and (ii) the variable spread, net of waivers, in effect for the relevant loan currency with an average repayment maturity equivalent to the remaining average repayment maturity of the prepaid cash flows of the loan at the date of prepayment. The prepayment premium is equal to the present value of the prepaid cash flows multiplied by the difference in the spread computed in the previous sentence, with an assumed floor value of zero. The pre-payment premium calculation is further explained in Annex IV to the Bank's "*Financial Terms and Conditions of Bank Financing Directive*", as amended from time to time, retrievable at:

<https://policies.worldbank.org/sites/ppf3/Pages/Manuals/Operational%20Manual.aspx>

- 3.4. For the Bank-executed activities (i.e. Trust Fund administration costs) referred to in paragraph 2.3 above, the portion of the Contribution allocated thereto (i.e. USD 1,000,000) may be used to finance: (i) staff costs (excluding short term consultants and temporaries); (ii) short-term consultants and temporaries; (iii) contractual services; (iv) meetings; and (v) travel expenses. The amount contributed for the Bank-executed activities is inclusive of the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures.
- 3.5. For purposes of paragraph 3.4. above: (i) "staff costs (excluding short term consultants and temporaries)" includes salaries, benefits and the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; and (ii) "short term consultants and temporaries" includes fees and the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures.
- 3.6. The "Indirect Rate" means the indirect rate, defined as a percentage of personnel costs and available at the *Development Partner Center* website, as such rate may be revised from time to time by the Bank and applied to this Trust Fund, in accordance with its policies and procedures.
- 3.7. For the avoidance of doubt: (i) six hundred thousand United States dollars (USD 600,000) is the maximum amount available to finance the prepayment premia arising out of the Buy-Downs referred to in paragraph 2.2. above, and only the actual amount charged as prepayment premium will be paid from the Trust Fund; and (ii) one million United States dollars (USD 1,000,000) is the maximum amount available to finance the Bank-executed activities (i.e. Trust Fund administration costs) referred to in paragraph 2.3 above, and only the actual amount charged for these activities will be paid from the Trust Fund. Notwithstanding the foregoing, in the event that the funds allocated to finance the prepayment premia arising out of the Buy-Downs referred to in paragraph 2.2. above are insufficient to cover any such prepayment premia, the Bank shall be entitled to halt the carrying out of any such Buy-Down(s), until and unless the Parties have agreed a mechanism to finance any such premia.

#### **4. Indicative Results Framework**

An indicative Results Framework for the activities financed by the Trust Fund prepared by the Bank (the "Results Framework"), in consultation with the Donor, shall be available at the *Development Partner Center* website. Such Results Framework, may be revised by the Bank from

time to time, in consultation with the Donor, and shall be used for monitoring and evaluation purposes only.

**5. Indicative Budget**

The Bank shall provide indicative budget information for the Trust Fund at the *Development Partner Center* website, which may be updated periodically by the Bank in consultation with the Donor. Such budget information is for informational purposes only, but shall not exceed the aggregate amount set forth in paragraph 3.4 of this Annex 1.

## **STANDARD PROVISIONS**

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor, it being understood that any plural references in the annexes to Donors, Administration Agreements, Contributions and pro rata shares shall be read as singular references to the Donor, its Administration Agreement, its Contributions thereunder and the remaining uncommitted balance of the Trust Fund, respectively.

### **1. Administration of the Contributions**

1.1. The Bank shall be responsible only for performing those functions specifically set forth in this Administration Agreement, including its annexes, 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 Donor, or 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 Donor's applicable donor balance account with the Bank.

### **3. Accounting and Financial Reporting**

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

3.2. 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 *Development Partner Center* website which will be updated quarterly. 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 *Development Partner Center* website.

3.3. The Bank shall provide to the Donors via the *Development Partner Center* website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) a management report together with an audit opinion 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.

3.4. 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. Progress Reporting; Review or Evaluation of Activities; Financial Management**

4.1. The Bank shall provide the Donors with annual written progress reports by September 30 of each year. The progress reports shall be provided with reference to the results framework agreed by the Bank and the Donors, as such Results Framework may be reviewed by the Parties from time to time. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall provide to the Donors with a final narrative progress report for the Trust Fund.

4.2. Any Donor may review or evaluate activities financed by the Trust Fund at any time up to closure of the Trust Fund. The Donor and the Bank shall agree on the scope and conduct of such review or evaluation, and the Bank shall provide all relevant information within the limits of 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.

4.3. The Bank shall, consistent with its policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the Trust Fund funds, and include provisions in its agreements with Recipients to give full effect to the relevant Bank guidelines on fraud and corruption.

4.4. In the event that the Bank determines that there are credible and material allegations of fraud, corruption, collusion or coercion in relation to Recipient-executed and/or Bank-executed activities financed by the Trust Fund that result in the Bank opening an investigation into such allegations (an “Investigation”), the Bank shall, in accordance with its applicable policies and procedures:

- (i) take timely and appropriate action with respect to such allegations and, where relevant, seek appropriate redress, including potential sanctions;
- (ii) as soon as practicable, inform the Donors of the outcome of the Investigation, provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2, unless such information is already publicly available;
- (iii) on a case by case basis, decide whether to share information with Donors on an active Investigation, and provided that the Donors agree to keep such information confidential pursuant to paragraph 6.3 of Annex 2;
- (iv) take all necessary actions to recover funds that are the subject of an Investigation where the Bank has determined it as appropriate; and
- (v) to the extent that any funds are refunded to the Trust Fund following an Investigation, the Bank shall use such funds for the same purposes as the Contributions, unless otherwise agreed in writing between the Bank and each Donor.

## **5. Disbursement; Cancellation; Withholding of Payments**

5.1. It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by April 30, 2025 (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 written amendments made to the Administration Agreements of all the Donors. Promptly 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.

5.2. 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 prior to the receipt of such notice. For the avoidance of doubt, (i) the Accrued Amounts will be considered “committed” upon the submission by India of withdrawal applications under the Bank Loan on account of achieved disbursement-linked results described in Schedule 3 to the Loan Agreement, and (ii) countersignature of the Loan Agreement with India shall not be considered as a “commitment” of the Contribution for purposes of this paragraph 5.2. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in paragraph 2.2 of this Annex 2, unless otherwise agreed in writing between the Bank and the Donor.

5.3. If in the reasonable opinion of a Donor, the Bank has failed to comply to a material extent with its obligations under this Administration Agreement, the Donor and the Bank agree to discuss the non-compliance with a view to resolving the matter. If the Bank and the Donor fail to agree on the measures to be taken or the Bank fails to take relevant measures as may be agreed between the Donor and the Bank, the

Donor may, upon thirty (30) days prior written notice, withhold all or any portion of an Installment that has not yet been disbursed to the Bank (as administrator of the Trust Fund), until such time as the measures have been taken.

## **6. Disclosure; Visibility**

6.1. The Bank and the Donors agree that the Administration Agreements will be made publicly available and that any related information on this Trust Fund in the Bank's and the Donor's possession may be publicly disclosed in accordance with (i) the Bank's policies and procedures with respect to any such information in the Bank's possession; and (ii) the Donors' applicable laws with respect to any such information in the Donors' possession.

6.2. Notwithstanding paragraph 6.1 above, neither the Bank nor any of the Donors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Donors are otherwise obliged to do so under applicable laws with respect to information in their possession.

6.3. Notwithstanding paragraphs 6.1 and 6.2 above, the information provided under paragraphs 4.4 (ii) and 4.4 (iii) shall be subject to the terms of confidentiality accompanying such information, and the Donors shall not disclose such information outside the office to which the information is provided, unless: (i) prior written consent has been obtained from the Bank; or (ii) the Donors are obliged to do so in accordance with applicable laws, in which case the Donors will notify the Bank accordingly prior to such disclosure. If a Donor is not able to commit to keep such information confidential in accordance with its applicable laws, then the Donor shall inform the Bank accordingly.

6.4. Where appropriate to do so, the Bank will acknowledge the Donors' contributions in references made by the Bank with respect to the Trust Fund in publications, press releases or other similar written materials.

## **7. Dispute Resolution; Limitation on Donor Liability**

7.1. 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.

7.2. In providing funds under this Administration Agreement, the Donors do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.