

Administration Agreement between the Bill and Melinda Gates Foundation and the International Bank for Reconstruction and Development and the International Development Association concerning the Umbrella Facility for Gender Equality (UFGE) Multi-Donor Trust Fund (Trust Fund No. 072809 parallel to original Trust Fund No. 071893)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Bill and Melinda Gates Foundation (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of nineteen million nine hundred ninety eight thousand seven hundred forty United States Dollars (USD 19,998,740) (the “Contribution”) for the Umbrella Facility for Gender Equality (UFGE) Multi-Donor Trust Fund (Trust Fund No. 072809) (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 “Description of Activities, Allocation of Funds and Expenditures under the UFGE Multi-Donor Trust Fund” attached hereto as Annex 1, and shall be administered by the Bank in accordance with the terms of this Administration Agreement, including the “Standard Provisions Applicable to the UFGE Multi-Donor Trust Fund” attached hereto as Annex 2 and the provisions on “Governance and Other Terms Applicable to the UFGE Multi-Donor Trust Fund” attached hereto as Annex 3.
3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 1 above 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:
 - (A) By October 30, 2018 – USD 1,947,580
 - (B) By September 30, 2019 – USD 4,250,543
 - (C) By September 30, 2020 – USD 5,517,700
 - (D) By September 30, 2021 – USD 4,338,486
 - (E) By January 15, 2022 – USD 3,944,431
4. 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.
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 TF072809 (the Umbrella Facility for Gender Equality (UFGE) 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 tfremiadvice@worldbank.org or by fax sent to +1 (202) 614-1315.
6. The Bank shall convert the Contribution funds into the holding currency of the Trust Fund, namely United States Dollars, where applicable, promptly upon receipt of the Contribution funds 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 shall bear any responsibility for providing any additional financing.

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"):

Stefan Agersborg
Program Officer
Global Themes Department - Gender
The World Bank
1818 H Street, NW
Washington, DC 20433, USA

Tel: 202-473-2890
Fax: 202-522-3237
E-mail: sagersborg@worldbank.org

For the Donor (the "Donor Contact"):

Vicki Wilde
Sr. Program Officer, Agriculture
500 Fifth Avenue North
Seattle, WA 98109

Tel: 206.709.3359
E-mail: Vicki.wilde@gatesfoundation.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. 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 TF072809 (the Umbrella Facility for Gender Equality (UFGE) Multi-Donor 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; provided, however, that the words "on behalf of the Donors" set forth in paragraph 3.1 of Annex 2 hereto are hereby deleted for the purpose of this Administration Agreement and shall be considered as non-existent within this Administration Agreement. 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.

Description of Activities, Criteria for Allocation of Funds, and Expenditures under the UFGE
Multi-Donor Trust Fund

This Annex will be applicable to and form an integral part of all agreements 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

The main objective of the Trust Fund is to strengthen awareness, knowledge, and capacity for gender-informed policy making and programs. The Trust Fund will support activities that contribute to better gender-informed policy making at the country level by increasing the availability of gender-relevant data and evidence; contribute to global knowledge by road testing new evidence; and help raise awareness of and demand for gender equality interventions by working in partnership with client governments, civil society, research institutes, academia, the private sector, and development partners.

Activities

The Trust Fund will finance activities with a strong ‘public good’ element, as well as those that are innovative and push the frontiers of gender equality work. Activities to be financed by the Trust Fund will fall under three main priority areas:

- I. **Increasing availability of gender-relevant data and evidence.** Activities will include addressing data gaps, making existing data more accessible and building evidence in frontier areas and those where gender gaps persist.
- II. **Road testing new evidence.** Activities will include identifying relevant lessons on how development practitioners can effectively translate new evidence into results on the ground, such as strengthening and expanding successful approaches.
- III. **Leveraging partnerships to help advance gender equality.** Under this activity the Bank will engage civil society and private sector, especially from developing client countries to identify, disseminate and implement innovative gender equality initiatives.

The following activities may also be financed as Bank-executed activities by the Trust Fund:

Program management and administration activities for the Trust Fund, including but not limited to, supporting any program governance arrangements and 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 program.

The implementation of the activities to be financed by the Trust Fund is as follows:

(I) Bank-Executed Trust Fund Activities:

- (a) Activities related to priority areas I (Increasing availability of gender-relevant data and evidence) II (Road testing new evidence), and III (Leveraging partnerships) mentioned above.
- (b) Program Management, Program Administration and Knowledge Management: The Gender Cross Cutting Solution Area (GCGDR) will coordinate the day to day activities including leveraging global partnerships, aggregate knowledge management activities and administering the Trust Fund, working in close collaboration with regions and networks.

(II) Recipient-Executed Trust Fund Activities:

- (a) Activities related to priority areas I (Increasing availability of gender-relevant data and evidence), and II (Road testing new evidence).

B. CRITERIA FOR ALLOCATION OF FUNDS

The Gender Leadership Council (GLC) is responsible for allocation decisions, and ensuring that such allocations are aligned with the objectives of the UFGE and the strategy for gender mainstreaming in the Bank.

The GLC will make allocation decisions based on the following general criteria:

- Alignment with the Bank’s strategy for gender mainstreaming.
- Alignment with Regional needs and priorities, as laid out in the Regional Gender Action Plans.
- Alignment with the overall objectives of the UFGE: to strengthen awareness, knowledge and capacity for gender-informed policy making.
- Extent to which activities have a strong public-good rationale and/or are catalysts for innovation and investment in frontier issues and persistent gaps.

Funds under the UFGE will mainly be allocated through:

B. 1. Strategic Allocations

- a) **Strategic Activities:** Activities related to priority areas I (Increasing availability of gender-relevant data and evidence) II (Road testing new evidence), and III (Leveraging partnerships) mentioned above.
- b) **Regional Block Grants** (for both, Bank and Recipient execution): These will cover a three-year period and be considered once every 18 months, depending on funding availability. Proposals must be endorsed by the Regional Vice President. The GLC will review and approve proposals based on the criteria above.

B. 2. Competitive Calls for Proposals

A portion of the Trust Fund may be used for competitive calls for proposals for Bank executed activities. The intent of this mechanism is to incentivize Bank teams to undertake activities in areas where the agenda on gender equality needs a push. It might also be used to address areas where the implementation of the 2012 WDR is lagging.

A Technical Review Committee, consisting of World Bank experts, would be convened to establish criteria for a call for proposals and to review and rank those that are submitted. The GLC will endorse the criteria and clear the selection of proposals.

B. 3. GCGDR Managed Allocation

The focus under this allocation is priority area III (leveraging partnerships) as described above, as well as activities that will include aggregate knowledge management and UFGE's Program management and administration, to be carried out by GCGDR.

C. ELIGIBLE CATEGORIES OF EXPENDITURE

The following eligible expenditures categories may be used to finance Bank-executed activities:

- (a) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries);
- (b) extended term consultants and temporaries;
- (c) short-term consultants and temporaries;
- (d) contractual services;
- (e) media, workshops, conferences and meetings; and
- (f) travel expenses.

For purposes of the above expenditure categories: (i) "staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)" includes salaries, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; (ii) "extended term consultants and temporaries" includes fees, benefits and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures; and (iii) "short term consultants and temporaries" includes fees and indirect rates charged to the Trust Fund as applicable under Bank policies and procedures.

The "Indirect Rate" means the indirect rate, defined as a percentage of personnel costs and available at the *Development Partner Center secure 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.

For Recipient-Executed activities, the Contributions may be used to finance eligible expenditures in accordance with the Bank's applicable policies and procedures.

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

Standard Provisions Applicable to the UFGE Multi-Donor Trust Fund

This Annex shall be applicable to and form an integral part of all agreements 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 shall be responsible only for performing those functions specifically set forth in this Agreement and shall not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Agreement shall be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2. The Contribution 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 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 shall 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 shall be accounted for as a single trust fund and shall 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 shall 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 shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. Grants to Recipients

3.1. The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into grant agreements (the "Grant Agreements") with eligible recipients selected in accordance with the Criteria for Allocation of Funds under Annex 1 (the "Recipients") consistent with the purposes of this 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. Upon request by a Donor, the Bank shall furnish a copy of the Grant Agreements to the Donors.

3.2. The Bank shall be responsible for the supervision of the activities financed under the Grant Agreements. Subject to the consent of the relevant Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

3.3. 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.

4. Procurement

4.1. For Recipient-executed activities, the Grant Agreements shall provide that the Contributions shall be used by the Recipients to finance expenditures for goods and services, as the case may be, in accordance with the Bank's Guidelines on "Procurement under IBRD Loans and IDA Credits" and the Bank's Guidelines on the "Selection and Employment of Consultants by World Bank Borrowers," as in effect at the date of entry into the respective Grant Agreements.

4.2. For Bank-executed activities, the employment and supervision of any consultants and the procurement of any goods financed by the Contributions shall be the responsibility of the Bank and shall be carried out in accordance with its applicable policies and procedures.

5. Accounting and Financial Reporting

5.1. The Bank shall 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 shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the holding currency 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 the holding currency* 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 shall 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 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 (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 shall 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 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 paid by the requesting Donor.

5.5. The Bank shall provide the Donors with copies of all financial statements and auditors' reports received by the Bank from the Recipient(s) pursuant to the Grant Agreements.

6. Progress Reporting

6.1. The Bank shall provide the Donors with an annual report on the progress of activities financed by the Contributions. Within six (6) months of the final disbursement date specified in paragraph 7.2, the Bank shall 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 shall agree on the scope and conduct of such review or evaluation, and the Bank shall provide all relevant information within the limits of its policies and procedures. All associated costs 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.

7. Disbursement; Cancellation; Refund

7.1. The Contributions may be used to retroactively finance payments made as of June 01, 2012 for eligible expenditures in accordance with the Bank's policies and procedures.

7.2 It is expected that the Contributions will be fully disbursed by the Bank by June 30, 2022. The Bank shall only disburse Contributions for the purpose of this Agreement after such date with written approval of the Donors.

7.3 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 agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Agreement prior to the receipt of such notice, including the Grant Agreements.

7.4. Following the final disbursement date specified in paragraph 7.2, the Bank shall return any remaining balance of the Contributions to the Donors or to the relevant Donor Balance Account on a pro rata basis based on the Donors' paid Contributions. In the event of a cancellation the Bank shall promptly return to the relevant Donor or Donors or to the relevant Donor Balance Account the Donor's pro rata share of uncommitted Contributions in accordance with paragraph 7.3.

8. Disclosure; Dispute Resolution

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

8.2. 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.

9. Trust Fund Fee

9.1. The Bank shall calculate a fee each time funds (the "Grant Amount") from the Trust Fund become committed under a Grant Agreement. Such commitment shall occur when such Grant Agreement is fully countersigned (the "Calculation Date"). The fee so calculated by the Bank shall be based on the cumulative total of funds from the Trust Fund committed under all Grant Agreements that have been fully countersigned on or prior to the Calculation Date (the "Cumulative Grant Total"). The calculated fee shall depend on where the Cumulative Grant Total stands as the Grant Amount is added and shall be determined in accordance with the following schedule:

- (i) 5% of any portion of the Grant Amount that results in a Cumulative Grant Total below or equal to US\$ 50 million or equivalent; plus
- (ii) 4% of any portion of the Grant Amount that results in a Cumulative Grant Total above US\$ 50 million or equivalent and below or equal to US\$ 500 million or equivalent; plus
- (iii) 3% of any portion of the Grant Amount that results in a Cumulative Grant Total above US\$ 500 million or equivalent and below or equal to US\$ 1 billion or equivalent; plus
- (iv) 2% of any portion of the Grant Amount that results in a Cumulative Grant Total above US\$ 1 billion or equivalent.

9.2. Following each Calculation Date, the Bank shall deduct from the Trust Fund, and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.

Governance and Other Terms Applicable to the UFGE Multi-Donor Trust Fund

The following governance terms will apply to the Gender Equality (UFGE) Trust Fund:

1. The Donors agree that the Bank has responsibility for Trust Fund operations under the terms of this Administration Agreement, including with respect to the allocation of funds, the implementation of Bank-executed activities and the supervision of Recipient-executed activities. For clarity, decisions on work programs and allocation of funds will be made by the Bank.
2. The Bank agrees to convene annual meetings to which all Donors are invited (“Annual Consultations”). The purpose of the Annual Consultations is for the Bank and the Donors to discuss:
 - a) Results (as defined below) presented by the Bank;
 - b) future program plans presented by the Bank;
 - c) broad strategic guidance reflective of (a) and (b).
3. “Results” will be reported by the Bank and reviewed at the Annual Consultations on the basis of a results framework for the Trust Fund issued by the Bank upon establishment of the Trust Fund, derived from the results framework of the relevant Bank-endorsed sector / thematic strategy and providing sufficient granularity to reflect the anticipated contribution of the Trust Fund, as may be modified over time to reflect actual Contributions and other external factors.
4. Progress reporting will occur on a unified, common basis for all Donors.