

***Administration Agreement between the Foundation to Promote Open Society and the International Bank for Reconstruction and Development and the International Development Association concerning the Global Partnership for Social Accountability Multi-Donor Trust Fund (Trust Fund No. 072651) (Donor Reference No. OR2018-41939)***

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Foundation to Promote Open Society (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of four hundred and fifty thousand United States Dollars (USD 450,000) (the “Contribution”) for the Global Partnership for Social Accountability Multi-Donor Trust Fund (Trust Fund No. 072651) (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 “Global Partnership for Social Accountability Multi-Donor 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.

3. 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:

(A) By July 15, 2018 – USD 450,000.

4. 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 TF072651 (the Global Partnership for Social Accountability Multi-Donor Trust Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Donor shall provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to [tfremittadvice@worldbank.org](mailto:tfremittadvice@worldbank.org) or by fax sent to +1 (202) 614-1315.

5. 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”):

Josef Trommer  
Senior Operations Officer  
Global Partnership for Social Actability  
World Bank Institute  
The World Bank  
1818 H Street, NW  
Room J4-139, Mail Stop J4-403  
Washington, DC 20433, U.S.A  
Tel: (202) 473 6242  
Fax: (202) 522 1785  
Email: jtrommer@worldbank.org

For the Donor (the “Donor Contact”):

Gail Aidinoff Scovell  
Secretary, Foundation to Promote Open Society  
Office of the General Counsel  
Open Society Foundations  
224 West 57<sup>th</sup> Street, New York, NY 10019  
Tel: (212) 548-0149  
Fax:(212) 548-4600  
E-mail: gail.scovell@opensocietyfoundations.org

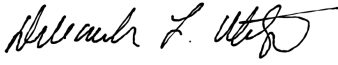
6. In the event any amounts are to be returned to the Donor under this Administration Agreement, the Bank shall transfer such amounts to the Donor, unless otherwise agreed with the Bank. When making any deposit, the Bank shall include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Bank in relation to TF072651 (the Global Partnership for Social Accountability Multi-Donor Trust Fund), and the date of the deposit. The Bank shall provide a copy of such information to the Donor.

7. 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%.

8. All annexes hereto constitute an integral part of this Administration Agreement, whose terms taken together shall constitute the entire agreement and understanding between the Donor and the Bank. Unless otherwise specified in an annex hereto, this Administration Agreement may be amended only by written amendment between the Bank and the Donor; provided, however, that any annexes to this Administration Agreement may be amended only by written amendment of all donors contributing to the Trust Fund.

9. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Administration Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Administration Agreement, and upon possession by the Bank of this fully signed Administration Agreement, this Administration Agreement shall become effective as of the date of the last signature.

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

By:   
Debbie Wetzel

Senior Director, Governance Global Practice

Date: 12-Jul-2018

**FOUNDATION TO PROMOTE OPEN SOCIETY**

By:   
Gail Aidinoff Scovell

Secretary

Date: 02-Oct-2018

**Description of Activities and Expenditures and Governance Arrangements under the Global Partnership for Social Accountability (GPSA) Trust Fund**

This Annex shall 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 Trust Fund has been established to support the purpose and objectives as set forth in the GPSA Board Document approved by the Board of Directors of IBRD on June 12, 2012. The overall objective of the Trust Fund is to improve development results by supporting capacity building for enhanced beneficiary feedback and participation by (a) generating knowledge, networking, and financing to build civil society’s capacity to engage in evidence-based social accountability<sup>1</sup>; (b) supporting Bank teams and government counterparts in embedding social accountability more strategically in their programs; and (c) drawing on the experience, knowledge, and resources of external partners to enable the Bank to scale up its engagement in this area.

- The GPSA has two main components:
- ***Component 1: Programmatic support to civil society organizations (“CSOs”)<sup>2</sup> for social accountability.*** In countries that have opted into the GPSA, grants may be provided to CSOs as defined in the Board Resolution establishing the Trust Fund and networks of CSOs for: (1) Social accountability initiatives undertaken by CSOs for strengthening transparency and accountability; (2) Core funding to support institutional development of CSOs working on social accountability and (3) Recipient-executed grants for mentoring nascent CSOs working on social accountability and Bank-executed grants for technical assistance and capacity-building on social accountability.
- ***Component 2: Knowledge Activities.*** This component encompasses two areas: (1) Supporting knowledge and learning (K&L) activities carried out under Component 1 grants; and (2) A Knowledge Platform for Social Accountability (KP) developed and managed by the GPSA Secretariat, which includes targeted support for knowledge-generation and exchange activities, and strengthening of practitioners’ networks and communities of practice at the regional and global levels.

**(i) Bank-Executed Trust Fund Activities (BETF):**

Bank-Executed Trust Fund activities include activities under Component 2: *Support for Knowledge Activities (Support of Knowledge and Learning Activities from Component 1 grants)*, in particular:

- (a) Sharing of practitioners’ knowledge and practices, including knowledge and practices generated from GPSA-supported grants.
- (b) Strengthening CSOs’ networks and communities of practice (CoP), particularly by connecting GPSA grantees with relevant networks and CoP).

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<sup>1</sup> Social accountability as defined in the Board Resolution establishing the Trust Fund on June 12, 2012.

<sup>2</sup> CSOs as defined in the Board Resolution establishing the Trust Fund on June 12, 2012.

- (c) Closing research gaps through strategically selected evaluations on the impact and effectiveness of social accountability initiatives, in partnership with other donors and leading research institutions.
- (d) Capacity-building on social accountability (both, Bank-Executed and Recipient Executed activity).
- (e) Supervision of GPSA grants in accordance with the Bank’s policies and procedures.
- (f) 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.

**(ii) Recipient-Executed Trust Fund Activities (RETF):**

Recipient-Executed Trust Fund activities include activities under Component 1, *Programmatic support to CSOs for Social Accountability*, in particular:

- (a) Social accountability initiatives and programs targeting critical governance and development reforms;
- (b) Institutional development: strategic planning, financial management & fundraising, organizational systems, etc;
- (c) Mentoring and capacity-building on social accountability;
- (d) Capacity-building on social accountability (both, BETF and RETF activity)

**B. CATEGORIES OF EXPENDITURE**

**For 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;
- (f) travel expenses; and
- (g) equipment and office premises lease cost.

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 procedure

**For Recipient-Executed activities:**

- (a) Consulting services
- (b) Goods
- (c) Operating Costs
- (d) Training

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

**C. GOVERNANCE ARRANGEMENTS**

The GPSA governance structure consists of:

- (1) GPSA Steering Committee;
- (2) GPSA Secretariat, supported by a Roster of Experts;
- (3) Participating countries, and
- (4) Global partners.

**1. Steering Committee**

The GPSA Steering Committee (SC) will initially have 10 members: comprising of the following:

- Three donor agencies (two government bilateral agencies and one private foundation/donor);
- Three CSOs (one from a “part-I” country and two from “part-II” countries); and
- Three representatives from developing country governments.

The Vice-President of WBI will serve as the SC chair. In addition, the Program Manager of the Secretariat will join the SC in an observer capacity to serve as a resource person and to facilitate timely implementation and follow-up of SC decisions. To balance continuity with rotated membership, participation in the SC will be on the basis of fixed three-year terms, which will be staggered after the first three-year period. The SC may expand its representation provided it maintains a numerical balance of members from all three groups.

*Steering Committee Roles and Responsibilities:*

- Provide strategic guidance over the design and implementation of GPSA, to be reflected in the annual call for proposals.
- Review and approve the GPSA Operational Manual.
- Provide guidance on the definition of key functions and products including the GPSA Results Framework, and the GPSA Knowledge Platform.
- Help identify qualified individuals to integrate the Global Roster of Experts (RoE).
- Contribute to the development and implementation of a GPSA resource mobilization strategy.

Decisions by the SC will be made by consensus. SC formal (face-to-face) sessions require a quorum of at least six people. Decisions may be made through electronic means between face-to-face meetings on a no-objection basis involving all members of the SC.

The SC will meet in person twice a year or more often if necessary. SC meeting locations and dates will be proposed by the Secretariat and agreed by the SC.

## **2. GPSA Secretariat**

A Secretariat housed in the World Bank has the responsibility to manage the funding, networking, communications, reporting and administrative tasks of the GPSA as well as the overall management of the GPSA, including coordination, administration and grant-making functions:

Grant-making functions include: (a) Manage the overall grant application and selection process, and coordinate the supervision of grant projects with the Bank's Country Management Units and with task team leaders (TTLs) appointed as project supervisors, (b) Prepare global Call for Proposals and work with country offices to tailor CfPs to each country's priorities; (c) Prepare ToRs and select the Roster of Experts and coordinate the grants' overall review process; (d) Recommend proposals after their review by the Roster of Experts and submit them to the SC for approval on a non-objection basis; (e) Set up and manage a GPSA Help Desk for grantees; (f) Work with potential grantees in the introduction of changes to their proposals, based on the feedback provided by experts, government officials, the public and the findings of the Bank fiduciary assessment of each individual proposal.

- Roster of Experts. The Secretariat will establish a global Roster of Experts (RoE) in order to bring expert advice into the selection of proposals. The RoE will consist of a list of individuals with strong knowledge of social accountability approaches and a sound understanding of the realities of the participating countries.
- All grants shall be made subject to the decision of the Secretariat to submit, along with any peer review comments, for no objection by the GPSA Steering Committee, and review and clearance by the relevant Director or Regional Vice President in accordance with the Bank's relevant policies and procedures.

## **3. Participating countries**

The GPSA will operate in countries whose governments have "opted-in" to the program, and World Bank Country Directors will consult with their respective governments and will submit an "Opt-In" letter of consent signed by the government to the GPSA Secretariat.

Governments will be provided each grant proposal for their review for a period of 10-days.

## **4. Global Partners**

With the objective of broadening support for GPSA in various areas and of strengthening a global community of practice, CSOs and donors, from both the South and the North will be able to join the GPSA in the capacity of "Global Partners" if they provide parallel funding or as consistent with the GPSA Operational Manual.

Partners will provide the GPSA with their open endorsement through a written letter, and will be expected to contribute in terms of networking, knowledge and other activities. Participation as Global Partners will be consistent with the Operational Manual approved by the SC.

**Standard Provisions Applicable to the  
Global Partnership for Social Accountability 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 (the "Recipients" and individually, the "Recipient") selected in accordance with the Rules of Operation and the governance terms of Annex 1, 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 Recipient[s] 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 Recipients 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 7.1, 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. 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 purposes of this Agreement after such date with the written approval of the Donors.

7.2. Any Donor or the Bank may, upon three (3) months' prior written notice, cancel all or part of the Donor's pro rata share, of any remaining balance of the Contributions that is not committed pursuant to any 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.

7.3. Following the final disbursement date specified in paragraph 7.1, 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 7.2.

## 8. Disclosure

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

## 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.