
1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” or “World Bank”) acknowledge that the Republic of Korea, through its Ministry of Strategy and Finance (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of nine million United States Dollars (US$9,000,000) (the “Contribution”) for the Global Facility on Growth for Development Single-Donor Trust Fund, No. TF072468 (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 “Global Facility on Growth for Development 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 and the provisions on “Governance” attached hereto as Annex 3.

3. The Donor hereby authorizes the Bank to transfer the Contribution from the Korea-World Bank Group Partnership Facility Pre-Paid Trust Fund, Window 1: Financing for Global and Regional Programs (TF072055) to this Trust Fund (TF072468) in accordance with the following schedule and in the currency specified in Section 1 above (“Contribution Currency”) (each amount transferred hereinafter referred to as an “Installment”):

   (A) promptly following countersignature three million United States Dollars (US$3,000,000);

   (B) by August 31, 2016, three million United States Dollars (US$3,000,000); and

   (C) by August 31, 2017, three million United States Dollars (US$3,000,000).

Any payment to be made under this Administration Agreement is subject to there being an annual approval by the National Assembly of the Donor for the fiscal year in which the payment is to be made.

4. 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”):

   Vinaya Swaroop
   Lead Economist
   Macroeconomics and Fiscal Management Global Practice
   1818 H Street, NW
   Washington, DC 20433
   Telephone: +1 202 458-1607
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   Email: vswaroop@worldbank.org
For the Donor (the “Donor Contact”):

Hyung-Goo Kim
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Ministry of Strategy and Finance
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Republic of Korea
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5. 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.

6. 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.

7. 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: ___________________________ Date: 9-8-2015

[Signature]
Senior Director
Macroeconomics and Fiscal Management Global Practice

REPUBLIC OF KOREA, ACTING THROUGH ITS
MINISTRY OF STRATEGY AND FINANCE

By: ___________________________ Date: 9-10-2015

[Signature]
Yeon Kyung Kim
Deputy Director General
Ministry of Strategy and Finance
Global Facility on Growth for Development 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. **Objective**

The objective of the Trust Fund is to promote economic growth and development by: (a) sharing knowledge and best practice lessons globally; and (b) providing operational support to emerging and development market economies of World Bank member states. The activities will include supporting global and country-specific analytical work intended to underpin World Bank development policy operations and advisory services.

2. **Activities**

The activities (which may be described as “components” of activities) to be financed by the Trust Fund are:

2.1 Bank-executed activities, for which the Bank has implementation responsibility:

Activities under the Trust Fund will support developing and emerging market economies of World Bank member states through growth-related knowledge sharing and operational activities.

(a) Knowledge-sharing activities include: (i) sharing knowledge and practical experiences by organizing conferences on growth; and (ii) disseminating lessons and best practices through major publications and technical papers.

(b) Operational activities include supporting country-specific analytical work and development policy operations through the provision of technical assistance related to development models that have generated fast, inclusive and sustained growth, incorporating as much Korean and other relevant country growth experience as possible.

(c) Program management and administration activities for the Trust Fund include, but are not limited to, supporting the governance arrangements and Trust Fund related meetings; planning and executing work plans and budgets, developing communications programs including visibility activities and conducting outreach, disseminating lessons learned, reporting on progress, and monitoring and evaluating the program.

3. **Eligible Expenditures**

3.1 For Bank-executed activities, the Trust Fund funds may be used to finance:

(a) contractual services;
(b) media, workshops, conferences, meetings and other;
(c) travel expenses;
(d) short-term consultants and temporaries;
(e) extended term consultants and temporaries; and
(f) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries).
For purposes of this section: (i) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporary)” 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.

4. **Taxes**

4.1 The foregoing activities and categories of expenditures may include the financing of taxes in accordance with the Bank’s applicable policies and procedures.

5. **Program Criteria**

5.1 No more than thirty per cent (30%) of the total amount of the Contribution shall be used for knowledge-sharing activities under Section 2.1 (a) of Annex 1 of this Agreement.
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 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 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 credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

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 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 with respect to the Contributions shall be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

3.3 The Bank shall provide to the Donors via the World Bank’s Trust Fund Donor Center secure website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) a management assertion together with an attestation from the Bank’s external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (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**

4.1 The Bank shall provide the Donors with annual reports on the progress of activities financed by the Contributions. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

4.2 Any Donor may review or evaluate activities financed by the Trust Fund at any time up to six (6) months following the End Disbursement Date. 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.
5. **Disbursement; Cancellation; Refund**

5.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by June 30, 2019 (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 amendments made to the Administration Agreements of all the Donors. 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, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

6. **Disclosure; Dispute Resolution**

6.1 The Bank shall disclose the Administration Agreements and related information on this Trust Fund in accordance with the Bank’s Policy on Access to Information. By entering into Administration Agreements, the Donors consent to such disclosure of their respective Administration Agreements and such related information.

6.2 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.
ANNEX 3

Governance

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.

An Advisory Committee composed of three representatives of the Donor and three representatives of the Bank will be established to ensure effective communication between the Parties regarding strategic programming and budgeting. The Advisory Committee will be chaired by the Bank’s Senior Director for the Macroeconomics and Fiscal Management Global Practice (or his delegate), and will meet in person at least once annually, either in Washington, D.C. or in Korea. Virtual meetings may also be held throughout the year at the request of either Party.

The Advisory Committee will: (a) discuss and approve annual work plans and budgets prepared in advance by the Secretariat (as defined below); and (b) review progress and results reports on the implementation of previously approved work plans and budgets. Decisions by the Advisory Committee will be made by consensus.

A Secretariat, located within the Bank’s Macroeconomics and Fiscal Management Global Practice, will include a coordinator and other Bank staff, and will have the following functions: (a) managing day-to-day operations of the Trust Fund, including administering the flow of funds, managing funding projections and plans, reviewing and approving specific proposals for funding (provided that such proposals are within the annual work plan and budget approved by the Advisory Committee); (b) submitting the annual work plan and budget to the Advisory Committee for approval; (c) preparing periodic progress and results reports for review by the Advisory Committee; (d) providing administrative support to the Advisory Committee, including organization and coordination of meetings; and (e) other related functions as required for the efficient and effective delivery of the work plans.