Administration Agreement between Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and the International Bank for Reconstruction and Development and the International Development Association concerning the Global Knowledge Program on Migration and Development Multi-Donor Trust Fund

(Trust Fund No. 073246 parallel to original Trust Fund No. 071953)
GIZ Contract number: 81251626, Project number: 19.2146.9-005.60

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (the “Donor,” and together with the Bank, the “Parties” and each a “Party”), commissioned by and on behalf and for the account of the German Federal Ministry for Economic Cooperation and Development (BMZ), agrees to provide the sum of one hundred fifty thousand Euros (EUR 150,000) (the “Contribution”) for the Global Knowledge Program on Migration and Development Multi-Donor Trust Fund (Trust Fund No. 073246) (the “Trust Fund”) in accordance with the terms of this Administration Agreement. For the avoidance of doubt, GIZ shall be the Donor under 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 Knowledge Program on Migration and Development 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 and the provisions on “Governance” attached hereto as Annex 3.

3. The Donor shall deposit the Contribution promptly following countersignature in the full amount and currency (“Contribution Currency”) specified in paragraph 1 above into such bank account designated by the Bank upon submission of a payment request by the Bank.

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 Trust Fund No. 073246 (the Global Knowledge Program on Migration and Development 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 tfremitadvice@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”):

Dilip Ratha
Head of KNOMAD
Lead Economist
Jobs Group
The World Bank
1818 H Street N.W.
Washington DC 20433

Tel: +1 202 458 0558
E-mail: dratha@worldbank.org

For the Donor (the “Donor Contact”):

Ms. Dr. Iris Breutz
Head of Programme Migration & Diaspora
Head of Expert Fund Migration & Diaspora
Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH
Dag-Hammarskjöld-Weg 1 – 5, D-65760 Eschborn
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E-mail: iris.breutz@giz.de

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 Trust Fund No. 073246 (the Global Knowledge Program on Migration and Development 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 here to 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 here to, 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.

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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: Annette Dixon
Name: Annette Dixon
Title: Vice President, Human Development
Date: 16-Mar-2020

DEUTSCHE GESELLSCHAFT FÜR INTERNATIONALE ZUSAMMENARBEIT (GIZ) GMBH

By: Sari Max
Name: Sari Max
Title: Senior Contract Manager
Date: 19-Mar-2020
This Annex shall be applicable to and form an integral part of all administration agreements for the Trust Fund (collectively, the “Administration Agreements” and each an “Administration Agreement”) between the Bank and any entities (collectively, the “Donors”) that provide any funds to the Trust Fund.

1. **Objectives**

The objectives of the Trust Fund are to improve evidence-based policy-making on migration and forced displacement to address migration challenges and to enhance the development impact of migration in support of the Sustainable Development Goals.

2. **Activities**

The activities to be financed by the Trust Fund are:

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

(a) Generate knowledge and evidence through research on the drivers and impacts of migration, including preparing publications and policy briefs, carrying out original research, and identifying particular knowledge gaps across all areas of focus; collect data on migration remittances; producing two publications annually in the thematic areas described below; and carrying out an independent evaluation to assess the performance and impact of Trust Fund activities.

(b) Provide technical assistance and capacity building to interested sending and receiving countries for the implementation and evaluation of migration policies and data collection.

(c) Develop policy tools to maximize the benefits of migration, evaluate migration policies, prepare policy recommendations, generate a menu of policy choices, evaluate migration policies, and improve data collection.

(d) Disseminate data, research insights and evidence-based policy lessons, including through international conferences, fora, and processes on migration and development, South-South and peer learning activities, consultative workshops, webcasts, webinars, updating and maintaining relevant databases and websites, conventional and social media. Specific activities will include, but are not limited to, preparing and disseminating publications on state of the art knowledge, and coordinating activities with relevant stakeholders such as relevant ministries, regulatory authorities, international organizations (IOs), academic institutions and specialized agencies, regional organizations, International Financial Institutions and Development Banks (IFIs/MDBs), global and regional development banks, local governments, private sector, civil society organisations and other community-based organisations; and conducting outreach.

(e) Carry out activities described above in the following thematic areas:

(i) **Data and Demographics.** Expanding the scope of data collection, by generating data disaggregated by gender, age and sub-national region; preparing forward-looking migration profiles in selected countries or corridors and models to investigate the link between migration and development; measuring migrant stocks and flows; documenting
migration patterns, trends, and characteristics of migrants, as well as drivers and impacts of migration; and estimating general equilibrium models.

(ii) **Labor Migration.** Carrying out surveys on migrant recruitment practices and costs, identifying barriers to reduce financial costs incurred by migrants in seeking jobs and policies and strategies for recognition of migrant skills; developing the SDG indicator on reducing recruitment costs continuing the collaboration with ILO; generating statistics and evidence on recruitment costs and developing guidelines for the use of national statistical offices (NSOs) to implement the indicator. Specific activities will include, but are not limited to, preparing matrix of recruitment costs by countries and peer-reviewed policy papers on recruitment practices.

(iii) **Migrant Rights and Integration in Host Communities.** Conducting training and workshops to help countries better understand indicators and measures for integration including sharing integration experiences for migrants and host communities; and engaging with fora, local governments and civil society organizations to analyze experiences on migrant and refugee integration processes.

(iv) **Remittances and Diaspora Resources.** Carrying out research on reducing remittance costs and regulatory barriers impacting remittances; and convening dialogues or contributing to existing fora among stakeholders on the use of fintech and remittances channels. Specific activities will include but are not limited to, producing the Migration and Remittances Factbook; carrying out research on how to reduce remittances costs, addressing interoperability, opening of markets and new technologies; analyzing regulations impacting remittances (taxes, AML/CFT) focusing on unserved populations (women, youth, refugees and migrants); undertaking policy analysis on how to mobilize diaspora resources to facilitate entrepreneurship; and conducting feasibility studies for remittance-backed bonds and diaspora bonds.

(v) **Environmental Change and Migration.** Conducting studies on migration due to sudden-onsets and slow-onset climate events. Specific activities will include, but not limited to, collecting data, mapping of sudden-onsets and slow-onsets events, estimating climate driven migration; and providing technical assistance on adaptation and resilience strategies to sudden-onsets and slow-onset climate events and improving the planned relocation tools.

(vi) **Internal Migration and Urbanization.** Undertaking research on the linkages between informality and urbanization, and generating knowledge on urban mobility between cities and on the linkages between internal and international migration.

(vii) **Forced Migration and Development.** Carrying out analytical work related to the links between forced migration and development, including the interactions between economic and non-economic drivers of migration, remittance behavior of refugees, economic opportunities and rights for refugees, personal transfers sent to and from refugees; impacts of refugees and internally displaced persons (IDP) on host communities and host countries; economic opportunities and rights for refugees and IDPs, similarities and differences of migrant and refugee integration processes, the role of legal status in shaping socio-economic outcomes for refugee populations, and analytical work related to the Global Compact on Refugees.

(viii) **Return Migration and Reintegration.** Conducting surveys on reintegration experiences and carrying out workshop and round-tables to discuss policies and experiences on reintegration of returnees; analyzing the impact of return in host communities; identify
synergies and similarities on the impact of return processes, including the impact of returnee programs in the short, medium and long-term.

(ix) **Special Issues.** Addressing migration issues as they emerge including gender, migration of children and youth, local governments and migration, security and migration, transit migration and smuggling and human trafficking.

(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.

3. **Eligible Expenditures**

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

(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) equipment and office premises lease cost;
(f) equipment purchased;
(g) media, workshops, conferences and meetings; and
(h) travel expenses

3.2 For purposes of this section: (i) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)” includes salaries, benefits and Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; (ii) “extended term consultants and temporaries” includes fees, benefits and Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; and (iii) “short term consultants and temporaries” includes fees and Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures.

3.3 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.
This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors for their respective Contributions (collectively, “Contributions”) to 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 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 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 of 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 dollar (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 Development Partner Center 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 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**

4.1 The Bank shall provide the Donors with semi-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 August 31, 2024 (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 relevant Donor or Donors in the Holding Currency in the manner specified by each such Donor in its respective Administration Agreement the pro rata share(s) of any such uncommitted balance of the Trust Fund, in accordance with any additional terms that may be agreed between the Bank and each such 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 all Administration Agreements between the Bank and the respective Donors.

1. A Bank staff member (the “Task Team Leader”) will be responsible for the day-to-day operations of the Trust Fund, the coordination, including within the World Bank Group, and the implementation of the activities, informed by regular interaction with the chairs of the Thematic Working Groups. The Bank will prepare an operations note to outline specific details on the governance arrangements of the Trust Fund consistent with this Annex 3.

2. The Thematic Working Groups, consisting each of a chair, a co-chair and up to eight experts, will be formed and coordinated by the Task Team Leader. The Thematic Working Groups will have an advisory role only and will provide technical input and expertise in the implementation of the activities. It is envisaged that a UN Migration Network staff member will be invited to act as chair or co-chair of the different thematic groups.

3. The Thematic Working Groups will focus on the following thematic areas related to international and internal migration, as described in Annex 1:

   (i) Data and demographics
   (ii) Labour migration
   (iii) Migrants rights and integration in host communities
   (iv) Remittances and diaspora resources
   (v) Environmental change and migration
   (vi) Internal migration and urbanization
   (vii) Forced migration and development
   (viii) Return migration and reintegration
   (ix) Special issues

   Any proposed changes to the thematic areas will have to be agreed to by all Donors and the Bank consistent with paragraph 14.

4. A Steering Committee will be established to: (a) endorse annual work plans and budgets presented by the Bank; and (b) review progress reports provided by the Bank consistent with paragraph 4.1 of Annex 2; (c) discuss implementation challenges and make recommendations; and (d) the operations note prepared by the Bank.

5. The Steering Committee will consist of representatives of the Bank, including a member of World Bank Senior Management as Chair, and a representative of each Donor contributing to the Trust Fund. The Steering Committee will meet semi-annually. Meetings may be conducted physically or virtually, with decisions made by consensus. The Steering Committee may invite relevant stakeholders to participate in the Steering Committee meetings, including experts from the thematic Working Groups.
6. In addition, an Advisory Committee will be established to provide multidisciplinary strategic perspectives on migration policy issues and make recommendations to the Steering Committee. The Steering Committee may invite members of the Advisory Committee to participate in its discussions. The Advisory Committee will consist of (a) a representative(s) from academia, preferably from a developing country; (b) the ex officio current chair of the Global Forum on Migration and Development; (c) the ex officio upcoming chair of the Global Forum on Migration and Development; (d) the ex officio chair of the Global Migration Group or its successor at the United Nations; and (e) the ex-officio chair of the Civil Society Forum.