Ms. Vibeke Trålím
Head of Section for Private Sector Development
Norwegian Agency for Development Cooperation
Ruseløkkn.26
NO-0030
Norway

Trust Fund Administration Agreement between the Norwegian Agency for Development Cooperation, the International Bank for Reconstruction and Development and the International Development Association concerning the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (TF 053580)

Dear Ms. Trålím

1. We are pleased to acknowledge on behalf of the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”) the intention of the Norwegian Agency for Development Cooperation (“Donor”), subject to Parliamentary appropriations, to make available over a three year period, as a grant the sum of up to nine million Norwegian Kroner (NOK 9,000,000) (the “Contribution”), for the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (TF 053980) (the “Trust Fund”) in accordance with the terms of this Agreement for the period 2012-2015. Other donors are also expected to contribute to this trust fund on the terms and conditions specified in the Annexes to this Agreement.

2. The Contribution will be used to finance the activities and the categories of expenditure set forth in the “Description of Activities and Expenditures under the PPIAF Multi-Donor Trust Fund” attached hereto as Annex 1, and will be administered by the Bank on behalf of the Donor in accordance with the terms of this Agreement including the “Standard Provisions Applicable to the PPIAF Multi-Donor Trust Fund II” (the “Standard Provisions”) attached hereto as Annex 2. The Standard Provisions constitute an integral part of this Agreement.
3. The Donor shall deposit the Contribution into such bank account designated by
the Bank, and following a submission of a payment request by the Bank based on the
financial needs of the Trust Fund and in accordance with the following schedule:

- A first installment in the amount of three million Norwegian Kroner
  (NOK 3,000,000) upon countersignature of this Agreement and
  submission of a payment request by the Bank.

- The second installment, in the amount of three million Norwegian
  Kroner (NOK 3,000,000) will be made on or before June 30, 2013 and
  upon submission by the Bank of a payment request together with an
  unaudited financial statement.

- The third and final installment in the amount of three million Norwegian
  Kroner (NOK 3,000,000) will be made on or before June 30, 2014 and
  upon submission by the Bank of a payment request together with an
  unaudited financial statement.

If the speed of implementation of the activities to be financed by the Trust Fund
makes it necessary either to bring payments forward or to delay them, changes in the
above schedule will be agreed by the Bank and the Donor on the basis of a revised work
plan.

4. When making each such deposit, the Donor shall instruct its bank to include in its
payment details information (remittance advice) field of its SWIFT payment message,
information indicating: the amount paid, that the payment is made by the Donor for
TF053980 (PPIAF MULTI-DONOR TRUST FUND II) and the date of deposit (the
"Deposit Instruction"). In addition, the Donor shall provide a copy of the Donor's
Deposit Instruction to the Bank's Trust Funds Accounting Division by e-mail sent to
"tfremitadvice@worldbank.org" or by fax to (+1 202) 614-1315.

5. The Bank will convert the Contribution funds into the holding currency of the
Trust Fund, namely United States Dollars, promptly upon receipt of the Contribution
funds and the Deposit Instruction containing the information specified in paragraph 4 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 will bear any responsibility for providing
any additional financing.

6. Any notice, request or other communication to be given or made under this
Agreement will be in writing and delivered by mail, facsimile 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:
7. All annexes hereto constitute an integral part of this Agreement. This Agreement may be amended only in writing between the Bank and the Donor; provided, however, that such annexes may be amended only with the agreement of all donors contributing to the Trust Fund.

8. The Bank will 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, the Donor consents to disclosure of this Agreement and related information on this Trust Fund.

9. The Bank takes note of the Donor's proposal to amend Annex 2 of the Administration Agreement to update the clauses referring to the Bank's framework to prevent and combat fraud and corruption and that the Donor may review or evaluate activities financed by the Trust Fund. Consistent with the terms of this Administration Agreement, Annex 2 will be amended if the proposed changes are agreed to by all the donors to this Trust Fund.
10. Please confirm your agreement with the foregoing, on behalf of the Donor, by signing, dating, and returning to us the enclosed copy of this Agreement. Upon receipt by the Bank of the copy of this Agreement countersigned by you, this Agreement will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]
Zoubida Allaloua
Acting Director
Disaster Risk and Urbanization Management
Sustainable Development Network

CONFIRMED AND AGREED:

NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

By: [Signature]
Ms. Vibeke Trålim
Head of Section
Norwegian Agency for Development Cooperation

Date: 19/11/2012
I. Description of Activities

The Public-Private Infrastructure Advisory Facility (PPIAF) is a multi-donor technical assistance facility aimed at helping developing country governments improve the quality of their infrastructure through private sector involvement. PPIAF’s mission is to help eliminate poverty and achieve sustainable development in developing countries by facilitating private sector involvement in infrastructure. In particular, PPIAF’s objectives are to:

- Mobilize and leverage donor resources;
- Exploit the expertise and economies of scale and scope available from an integrated, multi-donor work program;
- Promote the exchange of lessons of experience between sectors, regions, and donors;
- Facilitate coordination between bilateral and multilateral programs addressing the same concerns.

PPIAF supports a program of country-specific and multi-country advisory and related activities through the following activities:

- Framing infrastructure development strategies to take full advantage of the potential for private sector involvement;
- Building consensus for appropriate policy, regulatory and institutional reforms;
- Designing and implementing specific policy, regulatory and institutional reforms;
- Supporting the design and implementation of pioneering projects and transactions;
- Building government capacity in the design and execution of private infrastructure arrangements and in the regulation of private service providers.
Additional information on the PPIAF can be found in the PPIAF Program Charter, dated May 2001, as amended from time to time, available at www.pppiaf.org.

II. Categories of Expenditure

For Bank-executed activities, the Contribution funds will be used to finance the following categories of expenditure: associated overheads, staff costs (salary + benefits + indirects), short-term consultant fees, extended term consultants, temporary staff costs, contractual services, equipment costs (purchase + lease), media & workshops costs, and travel expenses.
The following provisions (hereinafter referred to as the “Standard Provisions”) shall be applicable to and form an integral part of all agreements entered into between the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “Bank”) and donor countries and/or organizations (hereinafter referred to as the “Donors”) that provide grants (referred to as the “Contributions”) to be administered by the Bank for the Public-Private Infrastructure Advisory Facility (PPIAF) Trust Fund II (TF No. 053980) (the “Project”).

1. Administration of the Contributions

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.

2. Use of PPIAF Core and Non-Core Funds

The Bank may use amounts in the PPIAF Core Fund for any purpose that is authorized by the PPIAF Program Council that is permissible under the Program Charter, as it may be amended from time to time. The Bank may use amounts in a PPIAF Non-Core Fund for any purpose that is: a) permissible under the Program Charter, as it may be amended from time to time; and (b) authorized by the PPIAF trust fund agreement establishing the Non-Core Fund.

3. Use of PPIAF Trust Fund for World Bank Group Staff

A maximum of thirty percent (30%) of the funds provided under the Agreement may be used for the costs associated with staff of the Bank, the International Finance Corporation, the Multilateral Investment Guarantee Agency, and the International Center for Settlement of Investment Disputes involved in identifying, supervising, and, in limited cases, delivering PPIAF assignments on behalf of the Program Management Unit.
4. **Commingling, Exchange and Investment of the Contributions**

4.1. The Contribution funds shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The Contribution funds may be commingled with other trust fund assets maintained by the Bank.

4.2. The Contribution funds may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

4.3. The Bank shall invest and reinvest the Contribution funds 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 established under this Agreement to be used for the same purposes as the Contribution funds.

5. **Administrative Cost Recovery**

In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Agreement, the Bank may, following deposit of Contribution funds, deduct from such funds and retain for the Bank's own account an amount equal to one percent (1%) of the Contributions.

6. **Grants to Recipients**

6.1. When so authorized by the Program Council in respect of the PPIAF Core Fund, or when so authorized by the relevant Donor or Donors in respect of PPIAF Non-Core Funds, the Bank may use the Contribution Funds to provide a grant to a member country of the IBRD or IDA or to another entity for the purposes specified in paragraph 2 above. In such cases, the Bank shall, as administrator on behalf of the Donors, enter into grant agreements (the "Grant Agreement") with one or more entities (the "Recipients") for the provision of Contribution funds for the purposes of this Agreement and on the terms and conditions set forth in the Grant Agreements. The Bank shall furnish a copy of the Grant Agreements to the Donors.

6.2. The Bank shall be solely responsible for the supervision of Project activities financed under the Grant Agreements.

6.3. If, in the Bank’s opinion, an amount of the Contribution funds allocated to any of the expenditure categories specified in Annex 1 to this Agreement will be insufficient to finance the expenditures for such category, the Bank may reallocate to such category an amount of the Contribution funds then allocated to another category which, in the Bank’s opinion, will not be necessary to meet other expenditures. The Bank will notify the Donors of such a reallocation.
7. **Employment of Consultants and Procurement of Goods**

The employment and supervision of consultants and the procurement of goods financed by the Contributions shall be the responsibility solely of the Bank and shall be carried out in accordance with its applicable policies and procedures. Where the Bank has entered into Grants Agreements, 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 the Grant Agreements.

8. **Accounting and Financial Reporting**

8.1. The Bank shall maintain separate records and ledger accounts in respect of the Contributions deposited in the trust fund account and disbursements made therefrom.

8.2. IBRD shall make available to the Donor current financial information relating to receipts, disbursements and fund balance in United States Dollars via the World Bank’s Trust Funds Donor Center secure website ([https://clientconnection.worldbank.org](https://clientconnection.worldbank.org)). Within six (6) months after all commitments and liabilities under this trust fund have been satisfied and the trust fund has been closed, the final financial information relating to receipts, disbursements and fund balance in United States Dollars shall be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

8.3. The Bank shall also provide the Donors with copies of all financial statements and auditors’ reports received by the Bank from the Recipients pursuant to the Grant Agreements.

8.4. 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 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 (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.

8.5. If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the trust fund established under this Agreement, 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 most 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 Donor.
9. **Project Reporting**

Within ninety (90) days of each June 30 and December 31, for as long as any Contribution funds remain in the Trust Fund, the Program Management Unit will provide, for PPIAF activities funded from the Core Fund, a report to the Donors and, for PPIAF activities funded from a Non-Core Fund, a report to the relevant Donor, on the activities approved, the financial commitments made in respect of the activities and the implementation status of the activities.

10. **Disbursement Deadline, Cancellation; Refund**

10.1. It is expected that the Contribution funds will be fully disbursed by the Bank in accordance with the provisions of this Agreement by October 31, 2016. The Bank shall only disburse Contribution funds for the purposes of this Agreement after such date with the written approval of the Donors.

10.2. 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 Contribution funds 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.

10.3. Upon the final disbursement date specified in paragraph 10.1, the Bank shall return any remaining balance of the Contribution funds to the Donors on a pro rata basis. In the event of a cancellation of an individual Donor’s pro rata share of uncommitted Contribution funds in accordance with paragraph 10.2, the Bank shall return such cancelled balance to the Donor.

11. **Disclosure**

The Bank may disclose this Agreement and information on this trust fund in accordance with the Bank’s policy on disclosure of information.
Dear Lakshmi,

FYI - as per my previous email.

Best,
Anita.

Anita H. Correa  
Public-Private Infrastructure Advisory Facility (PPIAF)  
The World Bank  
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EMail: ACorrea@worldbank.org

----- Forwarded by Anita Correa/Person/World Bank on 11/16/2012 10:09 AM ----- 

From: Zoubida Allaoua/Person/World Bank  
To: Rachel Kyte/Person/World Bank  
CC: SDN Anchor EA Group, SDNV FO Core Team, SDN Network Council Principals, Urban Sector Board Principals, FEU Staff  
Date: 11/02/2012 5:01 PM  
Subject: REVISED - Delegation of Authority: October 26 - November 8 and November 12-16  
Sent by: Maria Del Carmen Torres  
458-0993 FEU

While I am away on mission from October 23 through November 8, and on November 12-16, 2012, the following have kindly agreed to act on my behalf:

Francis Ghesquiere: October 26-29 and November 1-8  
Carmen Nonay: October 30-31  
Adriana de Aguinaga de Ve lutini: November 12-16

Pursuant to Paragraph 2 of Annex C to Administrative Manual 1.30, they are hereby designated on the dates mentioned above to sign in the name and on behalf of the Bank/Association during that time any written instrument which I have been designated to sign.

Zoubida Allaoua  
Director  
Disaster Risk and Urbanization Management  
Sustainable Development Network  
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zallaoua@worldbank.org