Administration Arrangement between the Ministry of Foreign Affairs of the Netherlands and the
International Bank for Reconstruction and Development and the International Development Association
concerning the Benchmarking the Business of Agriculture Multi-Donor Trust Fund (TF072032)

1. The International Bank for Reconstruction and Development and the International Development
   Association (collectively, the "Bank") acknowledge that the Ministry of Foreign Affairs of the Netherlands
   (the "Donor", and together with the Bank, the "Parties" and each a "Party") agrees to provide the sum of one
   million five hundred thousand United States Dollars (the "Contribution") for the Benchmarking the Business
   of Agriculture Multi-Donor Trust Fund, No. TF072032 (the "Trust Fund") in accordance with the terms of
   this Administration Arrangement. Other donors are also expected to contribute to the Trust Fund on the
terms and conditions specified in the Annexes to this Administration Arrangement.

2. The Contribution will be used to finance the activities set forth in the "Benchmarking the Business of
   Agriculture Multi-Donor Trust Fund Description" attached hereto as Annex 1, and will be administered
   by the Bank on behalf of the Donor in accordance with the terms of this Administration Arrangement, including

3. The Donor will deposit the Contribution in the currency specified in Section 1 above ("Contribution
   Currency") into such bank account designated by the Bank promptly following effectiveness of this
   Administration Arrangement and submission of a payment request by the Bank.

4. When making any deposit, the Donor will 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 TF072032 (the Benchmarking the Business of
   Agriculture Multi-Donor Trust Fund), and the date of the deposit (the "Deposit Instructions"). In addition,
   the Donor will 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"):  

Federica Saliola  
Program Manager  
Global Indicators and Analysis  
Financial and Private Sector Development  
The World Bank  
2121 Pennsylvania Avenue NW  
Washington, DC 20433  
Tel: (+1) 202-458-8110  
Fax: (+1) 202-522-2012  
E-mail: fsaliola@worldbank.org
For the Donor (the “Donor Contact”):

Johan Veul  
Policy Coordinator Food Security  
Sustainable Economic Development Department  
Ministry of Foreign Affairs  
Bezuidenhoutseweg 67  
2500 EB, The Hague  
Tel: (+31) 70-3485349  
E-mail: johan.veul@minbuza.nl

6. In the event any amounts are to be returned to the Donor under this Administration Arrangement, the Bank will transfer such amounts to the Donor’s applicable donor balance account with the Bank, unless otherwise agreed with the Bank.

7. All references made in the Annexes to “Agreement” and “shall” will have the same meaning as the terms “Arrangement” and “will” herein.

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

9. Each of the undersigned represents, by confirming its acceptance below, that it is authorized to enter into this Administration Arrangement and act in accordance with its provisions. The Bank and the Donor are each requested to sign and date this Administration Arrangement, and upon possession by the Bank of this fully signed Administration Arrangement, this Administration Arrangement will become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION  

By:  
Date: 7/16/2013

Name: Augusto Lopez-Castro  
Title: Director Global Indicators and Analysis

MINISTRY OF FOREIGN AFFAIRS OF THE NETHERLANDS

By:  
Date: 24/7/2013

Name: Marcel Beukeboom  
Title: Head Food Security and Financial Sector
ANNEX 1

Benchmarking the Business of Agriculture Multi-Donor Trust Fund

Description

This Annex shall be applicable to and form an integral part of all administration agreements for the Trust Fund (collectively, the “Administration Agreement” and each an “Administration Agreement”) between the Bank and any entities that provide any funds to the Trust Fund (collectively, the “Donors”).

1. Objectives

The objective of the Trust Fund is to leverage policy change worldwide to better enable the emergence of a stronger commercial agricultural sector, with a focus on the ecosystems and network of small and large businesses necessary to support the growth of a modern agriculture sector.

The Benchmarking the Business of Agriculture program responds to urgent analytical needs to catalyze modernization in global food production, and to enable policymakers to identify and prioritize regulations that best enable beneficial agricultural growth. The program has two main components:

(a) The Doing Business in Agriculture will support the development of indicators that focus on the laws and regulations affecting the business of agriculture in countries around the world.

(b) The Agribusiness Deep Dives will support the development of indicators to examine a broader range of factors affecting agricultural productivity, market access, and the policy environment for agriculture. The deep dives will enrich the Doing Business in Agriculture indicators and help interpret them.

2. Activities

The activities to be financed by the Trust Fund include the following:

(a) Research and indicators design: Conduct research and analysis, and develop the Doing Business in Agriculture and Deep Dives indicators, in six key areas of analysis: access to inputs, finance, water, land, transport, and markets. Specific activities may include, but are not limited to, reviewing evidence in each of the areas of analysis; reviewing existing quantitative indicators or relevant empirical work, policy and regulatory reviews; designing indicators; and generating survey documents.

(b) Data collection and analysis: Collect and analyze the Doing Business in Agriculture and Deep Dives indicators in six key areas of analysis: access to inputs, finance, water, land, transport, and markets. Specific activities may include, but are not limited to, carrying out field testing; refining indicators; building data collection network; tracking the number of regulations reforms which are directly influenced and inspired by the indicators; and preparing reports on the six key areas of analysis mentioned above.
(c) **Analysis and assessment to develop outcome measures**: Conduct analysis and assessment for the design and implementation of outcome indicators and measures in the area of agribusiness, to complement the Doing Business in Agriculture and the Deep Dives methodological approaches. Specific activities may include, but are not limited to, reviewing existing relevant quantitative and qualitative outcome indicators; reviewing related empirical work, policy and regulatory studies; defining outcome statements; and designing indicators.

(d) **Build participatory and consultative mechanism for technical input**: Enhance coordination and dialogue with experts involved in the areas of agricultural law and policy, private agribusinesses, and agricultural development and economics. Specific activities may include, but are not limited to, organizing meetings, conferences, seminars, workshops and web-based dialogues.

(e) **Communication and dissemination**: Establish a dissemination and communication system to engage the international development community, experts, key stakeholders, policy makers and practitioners in an open exchange of knowledge regarding agribusiness development. Specific activities may include, but are not limited to, supporting the design and maintenance of a website; disseminating the results through the media and planned events; seeking feedback from users to assess whether the indicators have leveraged a dialogue and action on reforms; and engaging with stakeholders and potential users to promote the utility of the data generated in policy dialogue.

(f) **Program management and administration**: Support the general administration and management of the Trust Fund, including monitoring, evaluation and reporting of the program results.

3. **Eligible Expenditures**

The Trust Fund funds may be used to finance:

(a) Associated Overheads
(b) Consultant Fees Individuals and Firms
(c) Equipment and Office Premises Lease Cost
(d) Extended Terms Consultants
(e) Media, Workshop, Conference and Meeting
(f) Contractual Services
(g) Staff Costs – with Indirect Costs
(h) Temporary Support Staff Costs
(i) Travel Expenses
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. **Implementation Arrangements**

The Bank may, as it deem appropriate seek technical input and expertise from the following committee/group:

(a) An Advisory Committee comprised of stakeholders from the agribusiness community, agricultural policymakers, researchers, private sector representatives and other experts in the field of agriculture and agribusiness to provide input in relation to the development and implementation of the indicators.

(b) A Core Product Development Group comprised of representatives of the Donors to provide input in relation to the implementation of the program.
ANNEX 2

Standard Provisions

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors.

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. **Trust Fund Fees and Costs**

3.1 The Bank shall deduct and retain for its own account, as a one-time deduction from the funds in the Trust Fund, an amount equal to and not greater than thirty-five thousand United States Dollars (US$35,000) as a set-up fee for the Trust Fund upon receipt of funds in the Trust Fund.

3.2 The Bank shall additionally deduct and retain, for its own account, as a deduction from each Installment, an amount equal to five percent (5%) per Installment as an administrative fee for the Trust Fund.

3.3 Each Donor acknowledges and agrees that the percentage deductions for fees in this Trust Fund Fees and Costs section are estimated on the basis of anticipated Contributions. If actual Contributions significantly differ from what was originally anticipated at the time of signature of the first Administration Agreement, or if other circumstances affecting Trust Fund fees or costs change, the Bank reserves the right to request a change to the terms of this Trust Fund Fees and Costs section, which would be effectuated by amendments made to the Administration Agreements of all Donors and which would thereafter be applicable to all new Contributions that are provided either as amendments to supplement existing Administration Agreements or from new Donors under new Administration Agreements.

4. **Accounting and Financial Reporting**

4.1 The Bank shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and disbursements made therefrom.

4.2 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.

4.3 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.

4.4 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.
5. **Progress Reporting**

5.1 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.

5.2 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.

6. **Disbursement; Cancellation; Refund**

6.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by May 31, 2018 (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.

6.2 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.

7. **Disclosure; Dispute Resolution**

7.1 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.

7.2 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.
Ministry of Foreign Affairs

cover note

X for your information
☐ for further distribution
☐ for your consideration
☐ please advise
☐ with reference to

X the enclosed need not be returned
☐ please return the enclosed

Date
16 August 2013

The World Bank
2121 Pennsylvania Avenue NW
Washington DC 20433
Att. F. Saliola
Program Manager
Global Indicators and Analysis:
Financial and Private Sector Development

Postbus 20061
2500 EB The Hague
The Netherlands
www.government.nl

Contact
pieter.esseveld@minbuza.nl