Trust Fund Administration Agreement between the Agence Française de Développement and the International Bank for Reconstruction and Development and the International Development Association concerning the Lebanon Syrian Crisis Trust Fund (LSCTF) (TF No. TF072143)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the Agence Française de Développement (the “Donor and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of three million five hundred thousand Euros (EUR 3,500,000) (the “Contribution”) for the Lebanon Syrian Crisis Trust Fund (LSCTF) (TF072143) (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 “Lebanon Syrian Crisis Trust Fund” 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, “Governance Structure” attached hereto as Annex 3, and the “Standard Provisions Applicable to Grants Made by the World Bank, as Administrator of Various Trust Funds, to UN Organizations that are Signatories to the Fiduciary Principles Accord concluded in December 2008”, dated April 2009 “(the FPA Standard Provisions)” attached hereto as Annex 4.

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

4. When making the 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 TF072143 (Lebanon Syrian Crisis 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. 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”):

Ms. Mouna Couzi
The World Bank
Bourie House 119, 5th Floor
Abdallah Bayhum Street, Marfaa, Solidere
P.O. Box 11-8577, Beirut, Lebanon
Tel: +961-1-987 800
Email: mcouzi@worldbank.org
For the Donor (the “Donor Contact”):

AFD SIEGE
5, Rue Roland Barthes 75598 PARIS Cedex 12
Tel : 0033 1 53 44 47 15
Fax : 0033 1 53 4438 64
Att: Coordinateur géographique du Liban

Copy:

AGENCE AFD DE BEYROUTH
Ambassade de France au Liban - Rue de Damas - Beyrouth
Tel: 00 961 1 420 190
Fax: 00 961 1 611 099
Att: Directeur de l'Agence de Beyrouth

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’s applicable donor balance account with the Bank, unless otherwise agreed with the Bank.

7. 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.

8. 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 AND
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 
Name: 
Title: 
Date: 12-9-2014

AGENCE FRANCAISE DE DEVELOPPEMENT

By: 
Name: 
Title: 
Date: 12/09/2014

Enclosures:
Annex 1: Lebanon Syrian Crisis Trust Fund Description of Activities
Annex 3: Lebanon Syrian Crisis Trust Fund Governance Structure
Lebanon Syrian Crisis Trust Fund (LSCTF)
Description of Activities

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 that provide any funds to the Trust Fund (collectively, the “Donors”).

1. Objectives

The main objective of the Multi-Donor Trust Fund is to help mitigate the impact of the Syrian conflict on Lebanese families and hosting communities.

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:

The TF will also finance Bank-executed activities which will mainly involve trust fund administration, program management, appraisal, supervision, and implementation support.

2.2. Recipient-executed activities, for which the Recipient has the implementation responsibility:

The TF is expected to finance new and ongoing activities, as identified under the Roadmap of Priority Interventions for Stabilization from the Syrian Conflict.

2.3. FPA Projects: consisting of specific development projects to be carried out by UN FPA Signatories in support of the country priorities, consistent with the FPA.

3. Eligible Expenditures

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

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

3.2. For Recipient-executed activities, the Trust Fund may be used to finance:

(a) Civil Works; (b) Consulting Services; (c) Goods; (d) Operating Costs; (e) Training; and (f) Non-consulting Services.

For FPA activities, the proceeds of the Trust Fund allocated to finance FPA Projects may be used to finance expenditures in accordance with the FPA Standard Provisions.
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.
Lebanon Syrian Crisis Trust Fund
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 United Nations Charter. 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 deduction from each Installment, an amount equal to two percent (2%) per Installment as an administrative fee for the Trust Fund.

3.2 In addition, costs incurred by the Bank for other expenses, such as for program management and Trust Fund administration, that are: (i) not covered by the percentage deduction specified above as an administrative fee; and (ii) not included under Annex I of the Administration Agreements in accordance with the Bank’s applicable policies and procedures shall be charged to the Trust Fund on an actual basis up to a maximum of two point forty four percent (2.44%) of the total Contributions under all Administration Agreements.

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.
4.5 The Bank shall make available to the Donors copies of all financial statements and auditors' reports received by the Bank from Recipients pursuant to any Grant Agreements (as defined below) in accordance with the Bank's Access to Information Policy.

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 August 31, 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.

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.
8. **Grants to Recipients**

8.1 The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into one or more grant agreements (the "Grant Agreements") with recipients (the "Recipients") consistent with the purposes of this Administration 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.

8.2. The Bank shall be responsible for the supervision of the activities financed under the Grant Agreements, other than FPA Projects. Subject to the consent of any relevant Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

8.3. 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. Modifications to the terms of any FPA Disbursement Agreement shall be governed by the FPA Standard Provisions.


9.1 Notwithstanding any provision of this Administration Agreement to the contrary, the terms and conditions set out in the FPA Standard Provisions will apply to those proceeds of the Contributions to this Trust Fund that are made available to UN-FPA Signatories by the Bank under FPA Disbursement Agreements.
Annex 3

Lebanon Syrian Crisis Trust Fund (LSCTF)
Governance Structure

1. The LSCTF is overseen by a Steering Board (SB) which is established by decision of the Council of Ministers. The SB would provide overall strategic direction and priorities for the program financed by the LSCTF. The SB would comprise: (i) a Government of Lebanon representative; (ii) the World Bank; (iii) the UN, on behalf of its specialized agencies; and (iv) contributing donors. The Steering Board meetings would be co-chaired by the Government of Lebanon and a World Bank representative and would be scheduled bi-annually or as needed to assess the progress, strategy and priorities for the LSCTF.

2. The SB would be supported by a Technical Group (TG). The TG would be responsible for: (i) recommending specific projects; (ii) agreeing on projects' implementation modalities; (iii) collating and presenting implementation status reports to the SB. The TG would comprise representation from: (i) Sector Ministries germane to LSCTF's activities; (ii) Council for Development and Reconstruction; (iii) Ministry of Finance; (iv) the World Bank; (v) the UN; and (vi) representatives from contributing donors. The TG would meet quarterly or as needed. Meetings would be conducted in person, or virtually.

3. A World Bank Secretariat, comprised of World Bank staff, will support a World Bank Task Team Leader who will be responsible for the day-to-day management of the LSCTF. The World Bank Secretariat will be fully funded from the LSCTF. The World Bank Secretariat will develop an Operations Manual (OM) for managing the LSCTF and provide support to the TG in program implementation following World Bank policies and procedures as referenced in the OM.

4. For the Recipient-executed activities, the Bank's policies and procedures will apply. In some cases, it may be agreed that a project may be implemented by a UN agency. Funds could then be transferred to the UN agency under the terms of the "World Bank-UN-Fiduciary Principles Accord", where the UN agency, a signatory to the Fiduciary Principles Accord, would apply its own procurement, fiduciary and safeguard policies. In such a case the UN agency, and not the World Bank, would be responsible for the use of these transferred funds.
Annex 4

Standard Provisions
Applicable to
Grants
Made by the World Bank, as Administrator of Various Trust Funds,
to
UN Organizations that are Signatories
to the
Fiduciary Principles Accord concluded in December 2008

April 2009

1. Background.

1.1. The operational policies of the International Bank for Reconstruction and Development ("IBRD") and International Development Association ("IDA") (IBRD and IDA collectively referred to as "World Bank"), provide that in the event of certain crises and emergencies in a member country of the World Bank ("Member Country"), the World Bank may, at the request of the Member Country, agree to special implementation arrangements for early recovery activities financed by the World Bank out of the proceeds of trust funds administered by the World Bank, including grants to UN agencies active in the Member Country for such activities, along with capacity-building measures to enable a timely transfer of the implementation responsibilities to the Member Country.¹

1.2. In order to facilitate the making of such grants, the World Bank and several United Nations organizations (each a "UN-FPA Signatory"), have entered into a Fiduciary Principles Accord ("FPA") set forth in the Attachment to these standard provisions ("FPA Standard Provisions"), pursuant to which the Bank and the UN-FPA Signatories have agreed to special arrangements for the disbursement of such grants and implementation of activities financed thereunder.

2. General Terms and Conditions of FPA Grants.

2.1. These FPA Standard Conditions set forth certain terms and conditions generally applicable to those trust funds administered by IBRD or IDA that provide for the financing, out of the proceeds of such trust funds, of grants to UN-FPA Signatories in accordance with the FPA ("FPA Grants"). They apply to the extent specified in the agreement or agreements (each, an "Administration Agreement") between the World Bank and donors ("Donors") for the establishment of each such trust fund ("Trust Fund").

2.2. Each FPA Grant will be made:

(a) only to a UN-FPA Signatory that is in compliance with its obligations under the FPA and has not withdrawn from the FPA, at the time the FPA Disbursement Agreement (as defined in paragraph (b) of this Section 2.2) is signed by the World Bank;

¹ See, Operational Policy 8.00, Rapid Response To Crises And Emergencies,
(b) on the terms and conditions set forth in a disbursement agreement entered into between the World Bank and the UN-FPA Signatory substantially in the form of the agreement ("FPA Disbursement Agreement") set forth in Annex 2 to the Attachment to these FPA Standard Provisions;

(c) for the purposes of activities described in the FPA Disbursement Agreement (variously, "Activities" or "Project") and on the basis of a budget ("Activities Budget"), both of which will have previously been considered and approved for financing under an FPA Grant by the governance mechanism established under the Administration Agreement which has authority to determine the allocation of funds in connection with the Trust Fund ("Trust Fund Steering Committee") in accordance with the provisions of Section 3 below; and

(d) only after the World Bank has determined, on the basis of a request from the Member Country, that implementation of these Activities by the UN-FPA Signatory, is appropriate under the World Bank's Operational Policy 8.00 Rapid Response To Crises And Emergencies;

2.3. The Donors understand and agree that each of the Activities for which an FPA Grant is made will be carried out, and the proceeds of the FPA Grant will be received, administered, managed, expended, reported on and audited exclusively in accordance with the regulations, rules, policies, procedures and administrative practices of the UN-FPA Signatory, including those relating to its financial management, procurement, anti-corruption, environmental, social and resettlement policies, as well as those relating to direct and indirect costs (including indirect program support costs) and interest (collectively, "UN-FPA Signatory Policies"), all in a manner consistent with the FPA and as specified in the FPA Disbursement Agreement.

2.4. The World Bank shall, in the discharge of its duties to the Donors hereunder with respect to each FPA Grant to a UN-FPA Signatory, be entitled to rely on any assurances or undertakings made by the UN-FPA Signatory, including the undertaking to notify the World Bank if it concludes that it is no longer able to give any of the assurances or undertakings provided by it under the FPA or under any other agreements between it and the Member Country and or the World Bank relating to the Activities.

2.5. The World Bank will have no responsibility towards the Donors with respect to the Activities or any FPA Grant except as expressly provided in these FPA Standard Provisions.

3. Procedures for Making FPA Grants

3.1. The World Bank will ensure that, except as otherwise agreed by the Trust Fund Steering Committee, no Activities will be eligible for financing under an FPA Grant unless and until:

(a) the World Bank, as Administrator of the Trust Fund, has received the following:

(i) A proposal describing the Activities (together with proposed financing amount and budget), of such scope and in such detail as the Trust Fund Steering Committee may request ("Activities Proposal"); and

(ii) Written confirmation by the Member Country in which the Activities are to be carried out ("Member Country Confirmation") of its (a) commitment to the objectives of the Activities, and (b) its concurrence with the provision by the World Bank of the FPA Grant to the UN-FPA Signatory under the terms and conditions of the FPA Disbursement Agreement to be entered into between the World Bank and the UN-FPA Signatory.
The World Bank, as Administrator of the Trust Fund, has provided the Activities Proposal to the Trust Fund Steering Committee for approval, and the Trust Fund Steering Committee has approved the Activities for financing by the World Bank out of an FPA Grant.

3.2. After the Trust Fund Steering Committee has notified the World Bank of its approval of the Activities for financing by the World Bank out of an FPA Grant and the amount of the proposed FPA Grant, the World Bank may then seek to conclude an FPA Disbursement Agreement for such FPA Grant in such amount.

4. Activities Implementation.

4.1. The Donors understand and agree that:

(a) the UN-FPA Signatory will have sole responsibility for notifying the World Bank of its intention to request approval of:

(i) any change to the Activities Budget that would result in an increase in the total amount of the FPA Grant or a reallocation of amounts among categories of expenditure within the Activities Budget representing at least 20% of the total Activities Budget; and/or

(ii) any extension of the Closing Date (as defined in the FPA Disbursement Agreement);

(b) upon receipt by the World Bank of any such notification by the UN-FPA Signatory, the World Bank will furnish such notification to the Trust Fund Steering Committee for its consideration and approval; and

(c) the Trust Fund Steering Committee will inform the World Bank of its approval of any such change to the Activities Budget and/or extension of the Closing Date; and the World Bank will promptly notify the UN-FPA Signatory of such approval by the Trust Fund Steering Committee.

4.2. The Donors understand and agree that the UN-FPA Signatory will have sole responsibility to the Donors for using its best efforts with the authorities of the Member Country to enable representatives of the Trust Fund Steering Committee to visit the Activities site for the purposes of the FPA Grant.

4.3. The Trust Fund Steering Committee, may, with the agreement of the World Bank and UN-FPA Signatory, obtain from the UN-FPA Signatory, more frequently than once every six months, interim unaudited financial reports and/or the progress reports on the impact of the Activities and progress towards achieving its identified outcomes, required of the UN-FPA Signatory under the FPA Disbursement Agreement.

4.4. The World Bank will consolidate all reports provided by the UN-FPA Signatory pursuant to the terms of the FPA Disbursement Agreement, with relevant reports issued by other recipients of grants under the Trust Fund, and furnish them to the Trust Fund Steering Committee in accordance with the timetable established by the Trust Fund Steering Committee, it being understood that the World Bank's consolidation of such reports is not intended to confirm the UN-FPA Signatory's use of any FPA Grant proceeds, or to constitute any supervision of the Activities, or otherwise to express a view on the information contained in such reports provided by the UN-FPA Signatory.

4.5. (a) The Donors understand and agree that the UN-FPA Signatory will have sole responsibility for:
(i) bringing to the attention of the World Bank any information of which it becomes aware that indicates the need for further scrutiny of the implementation of the Activities or expenditures financed or to be financed under the FPA Grant (including non-frivolous allegations that corrupt, fraudulent, collusive or coercive practices were undertaken in relation to the Activities), and consulting with the World Bank and the Trust Fund Steering Committee, regarding any action it intends to take on the basis of this information;

(ii) keeping the World Bank and the Trust Fund Steering Committee, regularly informed by agreed means, consistent with its oversight framework and established procedures, of such actions taken and the results of their implementation, including where relevant, details of any recovery of funds or writing-off of losses;

(iii) using its best efforts, consistent with its regulations, rules, policies and procedure to recover any funds misused; and

(iv) crediting, in consultation with the World Bank and the Trust Fund Steering Committee, any funds so recovered to the grant account established by the World Bank for the FPA Grant, or agreeing with the World Bank and the Trust Fund Steering Committee to use such funds for a mutually agreed purpose.

(b) The World Bank will promptly bring to the attention of the Trust Fund Steering Committee any information referred to above in paragraph (a) of this Section that is brought to the World Bank's attention by the UN-FPA Signatory.

4.6. The World Bank will consult with the Trust Fund Steering Committee:

(a) if the World Bank: (i) determines that timely and appropriate action has not been taken by the UN-FPA Signatory on the basis of the information referred to in Section 5.5 (a) (i) of this Attachment; and (ii) wishes to request direct consultations at a senior level between the World Bank and the UN-FPA Signatory in order to obtain assurances that the UN-FPA Signatory's oversight and accountability mechanisms have been and are being fully applied in connection with such allegations;

(b) consistent with its disclosure policies, regarding: (i) information of which it becomes aware that indicates the need for further scrutiny of the implementation of the Activities or expenditures financed or to be financed under the FPA Grant (including non-frivolous allegations that corrupt, fraudulent, collusive or coercive practices were undertaken in relation to the Activities); and (ii) any action it intends to take on the basis of this information; and

(c) of its intention to suspend the right of the UNFPA Signatory to make further withdrawals of amounts of the FPA Grant.

4.7. The World Bank will furnish to the Trust Fund Steering Committee a copy of any notice it gives to the UN-FPA Signatory:

(a) suspending the UN-FPA Signatory's right to make further withdrawals of amounts of the FPA Grant; or

(b) terminating the UN-FPA Signatory's right to make further withdrawals of amounts of the FPA Grant.
4.8. The Donors understand and agree that the UN-FPA Signatory shall have sole responsibility to the Donors for:

(a) giving to the Trust Fund Steering Committee a copy of any notice that it gives to the World Bank that it intends to terminate the FPA Disbursement Agreement prior to completion of the Activities; and

(b) consulting with the Trust Fund Steering Committee upon expiry or termination of the FPA Disbursement Agreement, as to the proper use of any amounts of the FPA Grant withdrawn and remaining unexpended following satisfaction of outstanding commitments and liabilities.

4.9. The World Bank and the Trust Fund Steering Committee will cooperate with each other and the UN-FPA Signatory to put in place arrangement for the completion of the Activities if the FPA Disbursement Agreement is terminated prior to the completion of the Activities.

4.10. The World Bank will obtain the Trust Fund Steering Committee's prior approval of any proposed use of amounts of the FPA Grant that may have been returned to the World Bank by the UN-FPA Signatory.

4.11. Each Donor understands and agrees that any evaluation it wishes to make of the Activities financed under an FPA Grant, will be a matter solely between it and the UN-FPA Signatory concerned and will be subject to agreement between the two as to the scope and nature of such evaluation. If requested by the Donor for purposes of such evaluation, the World Bank will provide the Donor with all information relevant to the FPA Grant, subject to and within the limits of its applicable policies and procedures on disclosure of information. All costs of providing such information will be borne by the Donor, unless otherwise agreed with the World Bank.