
WHEREAS, the Central African Forest Initiative (CAFI) Multi-Partner Trust Fund (the “CAFI MPTF”) has been developed and established by United Nations funds, programmes, specialized agencies and other entities (the “Participating UN Organizations”) that have signed a Memorandum of Understanding Regarding the Operational Aspects of CAFI MPTF (as may be amended from time to time, the “Fund MOU”), as more fully described in the Terms of Reference of the CAFI MPTF 2015-2022 (as may be amended from time to time, the “Fund TOR”). The Participating UN Organizations and contributors to the CAFI MPTF (“CAFI Contributors”) have asked the United Nations Development Programme (“UNDP”), through its Multi-Partner Trust Fund Office (“MPTF-O”), to administer the CAFI MPTF as set forth in the Fund MOU, and UNDP, through its MPTF-O, has agreed to do so; and

WHEREAS, under the TOR, the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) may participate in the implementation of the CAFI MPTF, and the Bank has agreed to do so under the terms of this Administration Agreement;

NOW THEREFORE, the UNDP and the Bank hereto agree as follows:

1. The Bank acknowledges that the UNDP (the “Donor”, and together with the Bank, the “Parties” and each a “Party”), subject to the availability of funds in the CAFI MPTF, agrees to provide the sum of two million two hundred forty thousand United States Dollars ($2,240,000) (the “Contribution”) for the Central African Forest Initiative Implementation Single-Donor Trust Fund, No. TF072553 (the “Trust Fund”) in accordance with the terms of this Administration Agreement. The Parties acknowledge that the Donor is acting through its MPTF-O, as the administrator of the CAFI MPTF.

2. The Contribution shall be used to finance the activities set forth in the “Central African Forest Initiative Implementation Single-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 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 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 TF072553 (the Central African Forest Initiative Implementation Single-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”):

Benoit Bosquet  
Practice Manager  
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Washington, DC 20433  
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For the Donor (the “Donor Contact”):

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Executive Coordinator  
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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 such transfer, 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 TF072553 (the Central African Forest Initiative Implementation Single-Donor Trust Fund), and the date of the deposit.

7. At the date of Bank’s signature of this Administration Agreement, the Indirect Rate (as defined in Section 3.3 of Annex 1 to this Administration Agreement) is 17%.

8. Annexes 1, 2 and 3 attached 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 Annexes 1, 2 or 3, this Administration Agreement may be amended only by written amendment between the Bank and the Donor. The Parties acknowledge and agree that the Fund MOU and the Fund TOR (including as such documents may be amended from time to time), as the terms under which the UNDP through its MPTF-O administers the CAFI MPTF, shall have no legal effect on this Administration Agreement.
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

UNITED NATIONS DEVELOPMENT PROGRAMME
Central African Forest Initiative Implementation Single-Donor Trust Fund Description

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

1. Objectives

The objective of the Trust Fund is to assist the development of sound land and forest management policies, programs and projects in African countries as part of their low-emission development strategies. The main focus of this Trust Fund includes supporting African countries to define their REDD+ investment strategies and financing policy development, investment programs and projects related to REDD+ in Africa.

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) Provide technical assistance to countries to prepare and improve the design and effectiveness of their REDD+ and forest strategies, land-use plans, and investment plans, and to design and conduct related consultations.

(b) Generate knowledge products, including but not limited to, preparing analytical briefs, policy notes, reports and recommendations, organizing and convening training and workshops and conducting South-South exchanges activities.

(c) Conduct program/project preparation activities and supervision of Recipient-executed activities.

(d) Support the general administration, management and operational activities for the Trust Fund, including but not limited to, monitoring, evaluation, progress reporting, communication and dissemination of lessons learnt and knowledge materials and communication and outreach.

2.2 Recipient-executed activities, for which one or more Recipients (as defined in Annex 2) have implementation responsibility:

(a) Provide grants to selected recipients to support the objectives of the Trust Fund, including, but not limited to, financing of REDD+ and forest strategies, land-use plans, and investment plans, and related needs.

3. Eligible Expenditures

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

(a) contractual services;
(b) equipment and office premises lease cost;
(c) media, workshops, conferences and meetings;
(d) travel expenses;
(e) short-term consultants and temporaries;
(f) extended term consultants and temporaries; and
(g) staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries).

3.2 For purposes of this Section 3: (i) “staff costs (excluding short term consultants and temporaries, and also excluding extended term consultants and temporaries)” includes salaries, benefits and indirect rates charged to the Trust Fund as applicable under the Bank’s policies and procedures; (ii) “extended term consultants and temporaries” includes fees, benefits and indirect rates charged to the Trust Fund as applicable under the Bank’s policies and procedures; and (iii) “short term consultants and temporaries” includes fees and indirect rates charged to the Trust Fund as applicable under the Bank’s policies and procedures.

3.3 The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the World Bank’s Donor center secure website, as such rate may be revised from time to time by the Bank and applied to this Trust Fund, in accordance with the Bank’s policies and procedures.

3.2 For Recipient-executed activities, the Trust Fund funds may be used to finance eligible expenditures in accordance with the Bank’s applicable policies and procedures.

4. Taxes

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

5. Retroactive Financing

5.1 The Trust Fund funds may be used to retroactively finance payments for eligible expenditures made as of February 23, 2016 in accordance with the Bank’s applicable policies and procedures.
Standard Provisions

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor, it being understood that any plural references in the annexes to Donors, Administration Agreements, Contributions and pro rata shares shall be read as singular references to the Donor, its Administration Agreement, its Contributions thereunder and the remaining uncommitted balance of the Trust Fund, respectively.

1. **Administration of the Contributions**

1.1 The Bank shall be responsible only for performing those functions specifically set forth in this Administration Agreement and shall not be subject to any other duties or responsibilities to the Donors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Administration Agreement shall be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2 Each Donor's Contribution (collectively, the "Contributions") shall be administered in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Donors acknowledge that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to a Donor.

2. **Management of the Contributions**

2.1 The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

2.2 The currency in which the funds in the Trust Fund shall be held is United Stated dollars (the "Holding Currency").

2.3 Donors agree to deposit their Contributions in the Contribution Currency stated in their respective Administration Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Bank shall convert such amounts into the Holding Currency at the exchange rate obtained by the Bank on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Bank nor the Donor shall bear any responsibility for providing any additional financing.

2.4 The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.

2.5 The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank's applicable policies and procedures for the investment of trust funds administered
by the Bank. The Bank shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Accounting and Financial Reporting**

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

3.2 The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the Holding Currency with respect to the Contributions shall be made available to the Donors via the World Bank’s Trust Funds Donor Center secure website.

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

3.4 If a Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the Trust Fund, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Bank and the Donor shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be borne by the requesting Donor.

3.5 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.

4. **Progress Reporting**

4.1 The Bank shall provide the Donors with annual progress reports by April 30. The progress reports shall be provided with reference to the results framework agreed by the Bank and the Donors, as such results framework may be reviewed by the Parties from time to time. Within six (6) months of the End Disbursement Date (as defined below), the Bank shall provide to the Donors a final report for the Trust Fund.

4.2 The Donor or any CAFI donor with traceable funds received under this Administration Agreement may review or evaluate activities financed by the Trust Fund at any time up to closure of the Trust Fund. 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 December 31, 2023 (the "End Disbursement Date"). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

5.2 Any Donor may cancel all or part of such Donor’s pro rata share, and the Bank may cancel all or any Donors’ pro rata shares, upon three (3) months’ prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the Donor its pro-rata share in the Holding Currency as specified in the Administration Agreement; unless otherwise agreed between the Bank and the Donor.

6. **Disclosure; Dispute Resolution**

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

6.2 The Donors and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Administration Agreements.

7. **Grants to Recipients**

7.1 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.

7.2 The Bank shall calculate a fee each time funds (the “Grant Amount”) from the Trust Fund become committed under a Grant Agreement. Such commitment shall occur when such Grant Agreement is fully countersigned (the “Calculation Date”). The fee so calculated by the Bank shall be based on the cumulative total of funds from the Trust Fund committed under all Grant Agreements that have been fully countersigned on or prior to the Calculation Date (the “Cumulative Grant Total”). The calculated fee shall depend on where the Cumulative Grant Total stands as the Grant Amount is added and shall be determined in accordance with the following schedule:

(i) 5% of any portion of the Grant Amount that results in a Cumulative Grant Total below or equal to US$ 50 million (or equivalent); plus

(ii) 4% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 50 million (or equivalent) and below or equal to US$ 500 million (or equivalent); plus

(iii) 3% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 500 million (or equivalent) and below or equal to US$ 1 billion (or equivalent); plus
(iv) 2% of any portion of the Grant Amount that results in a Cumulative Grant Total above US$ 1 billion (or equivalent).

Following each Calculation Date, the Bank shall deduct from the Trust Fund, and retain for its own account, the fee as set forth above. Grant Amounts may not exceed the balance of uncommitted funds in the Trust Fund net of the related fee.

7.3 The Bank shall be responsible for the supervision of the activities financed under any Grant Agreements. 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.

7.4 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.
Governance

This Annex shall be applicable to and form an integral part of the Administration Agreement for the Trust Fund between the Bank and the Donor.

1. CAFI Fund Allocations to the Bank

1.1 Funds contributed to the Trust Fund by the Donor are made available either (i) directly through CAFI or (ii) indirectly from CAFI through a national fund mechanism, as in the case of the Democratic Republic of Congo (“DRC”). All such funds are administered by the Donor in the CAFI MPTF, on behalf of donors whose contributions to CAFI are part of such funds, as follows:

(i) With respect to non-national fund countries, funds held by the Donor on behalf of CAFI may be allocated by the CAFI Board to the Bank for use as an implementing organization for specific funding proposals; and

(ii) With respect to national fund countries, such as for the DRC, funds held by the Donor on behalf of the country (as allocated by the CAFI Board) may be allocated by the national governing body, such as the National Steering Committee in the case of the DRC, to the Bank for use as an implementing organization for specific funding proposals.

1.2 An allocation to the Bank by the CAFI Board or the national governing body serves as instructions to the Donor for the MPTF-O, as trustee for CAFI and relevant national funds, to commit and transfer funds under the Administration Agreement to the Bank for such funding request. Funds are committed in response to funding proposals submitted by the Bank in conjunction with one of CAFI’s eligible countries.

2. Fund Transfers from the CAFI MPTF to the Bank

2.1 The Bank, in coordination with an eligible country, may develop funding proposals to request funding from the CAFI MPTF (each a “Proposal”). Each Proposal shall include the description of proposed activities, disbursement targets, results framework and monitoring and evaluation system for such activities, to the extent applicable, as well as the material forms of all customized reports to be provided by the task team of the Bank to the Donor, which may be amended from time to time with the agreement of the Bank. The CAFI Board, or national governing bodies, may also approve Proposals for technical assistance, national investment framework (“NIF”) preparation and other support to eligible countries.

2.2 The Donor through the MPTF-O shall notify the Bank of any funding amount in a Proposal approved for transfer through the CAFI MPTF. Following such notice, the Donor shall commit such funds to the Bank under the Administration Agreement, either through its original signature or subsequent supplemental contribution amendments, for the receipt of such funds under the terms of the Administration Agreement.

3. Principles Regarding the Bank’s Participation as an Implementing Organization

The following principles shall apply to the Bank’s receipt of funding from the CAFI MPTF as an implementing organization:

3.1 The Bank shall be responsible only to the Donor for performing its functions in accordance with the terms of: (i) the Administration Agreement; (ii) the respective Proposals submitted by the Bank, in coordination with the relevant country, and approved by the relevant governing body; and (iii) any other rules and processes to be agreed in writing by the Bank and the Donor. Fund use shall follow the Bank’s applicable
policies and procedures, unless otherwise specified. The Bank is not responsible or accountable for results or outcomes of Recipient-executed activities. CAFI or national fund decisions or documents, including terms of reference, operations manuals and letters of intent, shall not be applicable to the Bank in case of contradictions with the Bank’s rules and regulations.

3.2 The secretariat functions of CAFI and any national fund shall not in any way be involved in the technical review or assessment of any activities carried out by the Bank. Information, such as financial and progress reporting, including in connection with broad reviews of CAFI results, may be provided by the Bank to the relevant secretariat function for consolidation and forwarding purposes without substantive input or review by such secretariat function.

3.3 In providing implementation support under the Trust Fund, the Bank recognizes country ownership of national investment plans for REDD+ (such as CAFI-endorsed NIFs), whether developed for CAFI or more generally, and expects close collaboration with the relevant countries in providing such implementation support.

3.4 The Bank shall be responsible for activities described in the Proposals (either through Recipient-executed implementation or Bank-executed support), which shall at all times be clearly separated from the responsibilities on the part of other implementing organizations receiving CAFI funding, including in the context of any activities carried out by multiple implementing organizations in any single country. Despite such delineated implementation, the Bank and other implementing organizations are expected to coordinate with respect to their in-country activities.

3.5 The Bank shall seek to align its activities funded by the Trust Fund with its strategies and priorities, including with respect to its support of and participation in other REDD+ efforts and initiatives.

3.6 The Bank may review its engagement under the Trust Fund from time to time.

1. Reference is made to the Administration Agreement between the United Nations Development Programme (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) regarding the Central African Forest Initiative Implementation (CAFI) Single-Donor Trust Fund (TF072553) (the “Trust Fund”) effective as of September 13, 2016 (the “Administration Agreement”).

2. The Bank acknowledges that the Donor agrees to provide a supplemental contribution in the amount of twenty-six million United States Dollars ($26,000,000) (the “Contribution”) for the Trust Fund in accordance with the terms of this Amendment.

3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in Section 2 (“Contribution Currency”) above into such bank account designated by the Bank upon submission of a payment request by the Bank (each amount deposited hereinafter referred to as an “Installment”):

   (A) Promptly following signature – US$25,000,000
   (B) By March 31, 2018 – US$1,000,000

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 TF No. TF072553 (the Central African Forest Initiative Implementation Single-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 ttremitadvice@worldbank.org or by fax sent to (202) 614-1315.

5. All other terms of the Administration Agreement shall remain the same. The Bank shall disclose this Amendment in accordance with the Bank’s Policy on Access to Information. By entering into this Amendment, the Donor consents to such disclosure.

6. Each of the Donor and the Bank represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Donor and the Bank are requested to sign and date this Amendment, and upon possession by the Bank of this fully signed Amendment, this Amendment shall become effective as of the date of the last signature.

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