

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.
Washington, D.C. 20433
U.S.A.

(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS

June 9, 2011

Mr. Rohan Nandan
Director for Infrastructure
Australian Agency for International Development
GPO Box 881
Canberra ACT 2601
Australia

Trust Fund Administration Agreement between the Commonwealth of Australia acting through the Australian Agency for International Development (AusAID) and the International Bank for Reconstruction and Development and the International Development Association concerning the Global Road Safety Phase 2 Multi-Donor Trust Fund (TF No.071699), AusAID Agreement No. 59698

Dear Mr. Nandan:

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") that the Commonwealth of Australia acting through the Australian Agency for International Development (AusAID) (the "Donor") shall make available as a grant the sum of six million two hundred thousand Australian dollars (AUD6,200,000.00) (the "Contribution") for the Global Road Safety Phase 2 Multi-Donor Trust Fund (the "Trust Fund") in accordance with the terms of this Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in the Annexes to this Agreement.
2. The Contribution shall be used to finance the activities and the categories of expenditure set forth in the "Description of Activities and Expenditures under the Global Road Safety Phase 2 Multi-Donor 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 Agreement including the "Standard Provisions Applicable to the Global Road Safety Phase 2 Multi-Donor Trust Fund" (the "Standard Provisions") attached hereto as Annex 2 and the "Governance Arrangements for the Global Road Safety Facility" (the "Governance Arrangements") attached hereto as Annex 1. Annex 1, Annex 2 and Annex 3 constitute an integral part of the Agreement.
3. The Donor shall deposit the Contribution into such bank account designated by the Bank in installments in accordance with the following schedule:

- (a) promptly following countersignature of this Agreement by the Donor and submission of a payment request by the Bank, five hundred thousand Australian dollars (AUD500,000);
- (b) on or before December 31, 2011 two million eight hundred and fifty thousand Australian dollars (AUD2,850,000) on submission of a payment request by the Bank; and
- (c) on or before December 31, 2012 two million eight hundred and fifty thousand Australian dollars (AUD2,850,000) on submission of a payment request by the Bank.

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 TF No. 071699 (the Global Road Safety Phase 2 Multi-Donor Trust Fund), and the date of the deposit (the "Deposit Instruction"). In addition, the Donor shall provide a copy of the Donor's Deposit Instruction to the Bank's Accounting Trust Funds Division by e-mail sent to tfremittanceadvice@worldbank.org or by fax sent to (202) 614-1315.

5. The Bank shall 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 shall bear any responsibility for providing any additional financing.

6. Except as provided for in paragraph 4 above, any notice, request or other communication to be given or made under this Agreement shall 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:

For the Bank:

Ms. Tawia Addo-Ashong
Program Coordinator
The Global Road Safety Facility
Transport, Water and Information & Communication Technologies Department
The World Bank
1818 H. Street, NW
Washington, DC 20433
U.S.A.

Tel: 202-473-3157
Fax: 202-522-3223
E-mail: taddoashong@worldbank.org

For the Donor:

Mr. Craig Gilbert
Policy Officer
Infrastructure, Water and Sanitation Section
Australian Agency for International Development
GPO Box 881
Canberra ACT 2601
Australia

Tel: 612-6206-4839
Fax: 612-6206-4036
E-mail: Craig.Gilbert@ausaid.gov.au

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. 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.

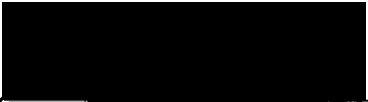
Sincerely,
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION**



Jose Luis Irigoyen
Director
Transport, Water, Information & Communication Technologies

AGREED:

**COMMONWEALTH OF AUSTRALIA ACTING THROUGH THE
AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**

By: 

Date: 15/6/2011

Name: Murray Proctor
Title: First Assistant Director General

FMA s.44 Delegate

**Description of Activities and Expenditures under the Global Road Safety Phase 2
Multi-Donor Trust Fund**

This Annex shall be applicable to and form an integral part of all agreements entered into between the Bank and entities (collectively, the “Donors”) that provide contributions (the aggregate of all contributions from the Donors, the “Contributions”) to be administered by the Bank for the Trust Fund.

A. DESCRIPTION OF ACTIVITIES

1.1 The objective of the Trust Fund is to build on past achievements and continue developing global, regional and country capacity to support the sustainable reduction in road deaths and injuries.

1.2 With the development of knowledge tools for infrastructure and capacity assessments, improved governance and data collection, the Facility has a solid platform from which to work with client countries and organizations to provide appropriate and sustainable solutions. These tools will assist in catalyzing increased levels of road safety investment, accelerating safety knowledge transfer, and promoting innovative infrastructure solutions to improve the safety of mixed traffic, mixed speed environments in client countries.

1.3 The activities of the Global Road Safety Facility shall include, but not be limited to:

- i. Capacity Building and Implementation Support: Strengthening road safety management capacity at country level; assisting in the development of appropriate legislation; and increasing the engagement of regional bodies in the development of road safety strategies.
- ii. Knowledge Generation, Dissemination and Networking: Contributing to the development of new knowledge products relating to road safety; dissemination of knowledge materials; support to the development of global and regional knowledge networks; and establishing peer-to-peer network exchanges.
- iii. Support for Project Preparation: Assessment and building up of client institutional capacity for road safety management; contributing to the design of solutions to improve road safety infrastructure and to assist in the introduction of these activities into national plans and Bank project preparatory activities; and funding of small-scale demonstration projects.
- iv. Policy and analytical support: Provision of cutting-edge knowledge to client countries.
- v. Global Advocacy: Support of global promotion of the road safety agenda.

- vi. Activities of global organizations that deliver evidence-based safety programs.
- vii. Continued participation and coordination of activities of the global and regional bodies responsible for road safety.

1.4 National agencies in the transport, health, education and justice sectors will be the main recipients of country grants from the Facility, but global and regional partners will also be eligible to seek support from the Facility for specific country and multi-country level initiatives engaging these sectors.

2. Categories of Expenditure

2.1 The Contribution funds may be used to provide grants to recipients including developing member countries of the Bank, NGOs, multilateral institutions and other partners for national, regional, or global activities.

2.2 The Contribution funds may also be used to finance the following categories of expenditures for Bank-Executed activities: (i) associated overheads, (ii) consultant fees, (iii) contractual services, (iv) field benefits, (v) media and workshop costs, (vi) staff costs, (vii) temporary support, (viii) travel expenses, (ix) extended term consultants and (x) staff costs - no indirect.

**Standard Provisions Applicable to the Global Road Safety Phase 2 Multi-Donor
Trust Fund**

This Annex shall be applicable to and form an integral part of all agreements entered into between the Bank and entities (collectively, the "Donors") that provide contributions (the aggregate of all contributions from the Donors, the "Contributions") to be administered by the Bank for the Trust Fund.

1. Administration of the Contributions

1.1. The Bank shall be responsible only for performing those functions specifically set forth in this 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.

1.2. The Contribution 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 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 Donor acknowledges 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 the Donor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

2. Commingling, Exchange and Investment of the Contributions

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

2.2. The Contributions may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

2.3. The Bank shall invest and reinvest the Contributions 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 to be used for the same purposes as the Contributions.

3. Administrative Cost Recovery

3.1. 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 deduct and retain for its own account an amount equal to 2 percent (2 %) of each Contribution. In addition, costs for program management and as defined in Annex 1 up to a maximum of 6.6 percent (6.6%) will be charged to the Trust Fund on an actual basis. If the contributions increase beyond what was originally expected at the time of counter-signature of the first administration agreement, and the administrative costs increase as a result, the Donors acknowledge that an additional administrative fee may be applied to such new contributions.

4. Grants to Recipients

4.1. The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into grant agreements (the "Grant Agreements") with eligible recipients selected in accordance with the governance terms of Annex 1 (the "Recipients") consistent with the purposes of this 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. Upon request by a Donor, the Bank shall furnish a copy of the Grant Agreements to the Donors.

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

4.3. 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.

5. Procurement

5.1. For Recipient-executed activities, 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 entry into the respective Grant Agreements.

5.2. For Bank-executed activities, the employment and supervision of any consultants and the procurement of any goods financed by the Contributions shall be the responsibility of the Bank and shall be carried out in accordance with its applicable policies and procedures.

6. Accounting and Financial Reporting

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

6.2. The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance in the holding currency of the Trust Fund 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 of the Trust Fund with respect to the Contributions will be made available to the Donors via the World Bank's Trust Funds Donor Center secure website.

6.3. 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.

6.4. 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 paid by the requesting Donor.

6.5. The Bank shall provide the Donors with copies of all financial statements and auditors' reports received by the Bank from the Recipient[s] pursuant to the Grant Agreements.

7. Progress Reporting

7.1. The Bank shall provide the Donors with an annual report on the progress of activities financed by the Contributions. Within six (6) months of the final disbursement

date specified in paragraph 8.1, the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

7.2 Any Donor may review or evaluate activities financed by 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 its policies and procedures. All associated costs 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.

8. Disbursement; Cancellation; Refund

8.1 It is expected that the Contributions will be fully disbursed by the Bank by December 31, 2014. The Bank shall only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.

8.2 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 Contributions 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.

8.3 Following the final disbursement date specified in paragraph 8.1, the Bank shall return any remaining balance of the Contributions to the Donors or to the relevant Donor Balance Account on a pro rata basis based on the Donors' paid Contributions. In the event of a cancellation the Bank shall promptly return to the relevant Donor or Donors or to the relevant Donor Balance Account the Donor's pro rata share of uncommitted Contributions in accordance with paragraph 8.2.

9. Disclosure

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, Donors consent to disclosure of this Agreement and related information on this Trust Fund.

Governance Arrangements for the Global Road Safety Facility

The Facility Implementation Unit (FIU) will invite grant proposals from entities involved in road safety, including, but not limited to, borrowing member governments of the World Bank, multilateral development banks, UN agencies, NGOs, organizations and others involved in road safety issues. All proposals must comply with certain criteria identified in a Strategic Plan to be prepared by the FIU; as such plan may be revised from time to time. For country-level activities, such criteria will reflect a strong emphasis on government ownership of capacity weaknesses and a demonstrated commitment on the part of the government to address such weaknesses on a significant and sustainable scale.

1. Partnership Support

1.1. To manage the delivery of its activities the Global Road Safety Facility will capitalize on the experience and expertise of its implementation partners in ways that strengthen their operations, rather than build its own separate implementation capacity.

1.2. Governance arrangements for the Facility are structured to minimize administration costs and to streamline application processes to ensure the timely and efficient transfer of Trust Fund and Development Grant Facility funds to global, regional and country beneficiaries.

1.3. A five-year Strategic Plan will be prepared by the FIU to set out the mission, goals, objectives and implementation priorities of the Facility and provide the partnership framework for dialogue, cooperation and action concerning its ongoing management and operation.

2. Facility Implementation Unit

2.1. The FIU is located in the Transport, Water, Information and Communication Technologies Department of the World Bank and managed by the Program Coordinator, with the full-time support of an Operations Officer and Transport Specialist.

2.2. Financial management support is supplied by staff of the Transport, Water, Information, and Communication Technologies Department, and the Infrastructure Network.

2.3. Expert support staff may also be seconded from donor organizations.

2.4. Key responsibilities of the FIU include:

- (i) Preparing and implementing calls for funding grant proposals, including application guidelines and relevant criteria.
- (ii) Screening and evaluation of grant proposals to the Facility in accordance with the established criteria.
- (iii) Approving proposals and deciding on funds allocations.
- (iv) Preparing the annual Facility Business Plan.
- (v) Managing and administering the Global Road Safety Trust Fund.
- (vi) Maintaining data bases on Facility activities.
- (vii) Establishing and maintaining a Facility website.
- (viii) Providing secretariat services to the Facility Executive Board and the Core Advisory Group.
- (ix) Establishing and maintaining effective relations with Facility donors and partners.
- (x) Preparing regular Facility performance reports.
- (xi) Organizing and supporting donor fora, Facility partner and stakeholder consultative meetings.
- (xii) Commissioning independent evaluations of Facility performance.
- (xiii) Disseminating lessons learned on Facility supported good practices.
- (xiv) Updating the Facility Strategic Plan.

3. Facility Executive Board (FEB)

3.1 The FEB comprises donor representatives and the Bank. The FEB will be chaired by a donor representative on a rotational basis. The FEB will meet twice yearly.

3.2 The key responsibilities of the FEB will include:

- 1. Advising the FIU on the Facility's mission and goals, and related performance measures.
- 2. Mobilizing additional funding and resources for the Facility.
- 3. Advising the FIU on operational directions for the Facility.
- 4. Reviewing the Facility's Business Plans.
- 5. Facilitating donor coordination of parallel activities financed outside of the Facility.
- 6. Sharing international 'good practice' knowledge and experience gained in managing road safety problems.
- 7. Reviewing the performance of the Facility and evaluating its impacts.

8. Reviewing and advising on updates to the Facility's Strategic Plan.

4. Core Advisory Group (CAG)

- 4.1. The CAG provides independent advice to the FEB and the FIU.
- 4.2. The CAG will meet at least twice a year and its key responsibilities include:
 1. Providing advice to the FIU and FEB, as requested, on issues concerning the achievement of the Facility's mission and goals.
 2. Providing advice to the FIU and FEB, as requested, on the establishment of supplementary thematic advisory groups.
 3. Supporting the deliberations of supplementary thematic advisory groups.
 4. Supporting the conduct of Facility Donor forums.
 5. Supporting the conduct of Facility Consultative meetings.