

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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February 28, 2013

Mr. Titon Mitra
ADG Governance & Social Development Branch
Australia Agency for International Development
GPO Box 887
Canberra ACT 2601
Australia

*Administration Agreement between the World Bank and Australia for the
East Asia and the Pacific Justice for the Poor Initiative 2008-2013
(Trust Fund No. TF071124)
(AusAID Agreement No. 48760)
Fourth Amendment to the Administration Agreement*

Dear Mr. Mitra,

1. We refer to the Administration Agreement signed on behalf of the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA"), (collectively, the "World Bank") on October 6, 2008 and countersigned on behalf of the Government of Australia, represented by the Australian Agency for International Development ("AusAID") or ("Donor") on October 24, 2008, as amended to date pursuant to which the Government of Australia has made available as a grant, the sum of eleven million eight hundred and thirty five thousand United States dollars (US\$ 11,835,000) (the "Grant") in support of the East Asia and the Pacific Justice for the Poor Initiative - TF071124 ("Trust Fund").
2. We are pleased to acknowledge, on behalf of the World Bank, the intention of the Donor to make an additional contribution to the Trust Fund in the amount of one million three hundred and twenty five thousand six hundred and fifty five United States dollars (US\$1,325,655) (such amount, the "Additional Contribution"). After the Additional Contribution has been received by the World Bank, the aggregate contribution will be thirteen million one hundred and sixty thousand six hundred and fifty five United States dollars (US\$13,160,655).
3. The Donor shall deposit the Additional Contribution, i.e. one million three hundred and twenty five thousand six hundred and fifty five United States dollars (US\$1,325,655), into such bank account designated by the World Bank in accordance with the following schedule:

Payment Schedule	Amount
upon countersignature of this Administration Agreement by the Government of Australia, represented by AusAID and submission of payment requests by the World Bank in smaller amounts	US\$1,325,655
Total Amount	US\$1,325,655

4. When making 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 from the Government of Australia for TF071124 (East Asia and the Pacific Justice for the Poor Initiative), and the date of deposit. In addition, the Donor shall provide a copy of its deposit instruction to the World Bank's Accounting Trust Funds Division by e-mail sent to "tfremittadvice@worldbank.org" or by fax sent to + 1 (202) 614-1315.

5. Additionally, pursuant to recent discussions between the Donor and the World Bank, the World Bank proposes to amend the Administration Agreement, in order (i) to extend the end date of the Trust Fund; (ii) to reflect a revised administrative cost recovery arrangement; (iii) to include recipient-executed activities and expenditures under the Trust Fund, and other revisions as necessary. Accordingly, it is proposed to amend the Administration Agreement as set out below.

(a) Section 1.04 of the Administration Agreement is amended to reflect eligible categories of expenditures under recipient- and World Bank-executed activities as follows:

"Section 1.04. (i) For Bank-Executed activities the Additional Grant may be used to finance: contractual services; short term consultants' fees, extended term consultants' fees (including salaries, benefits and indirects); staff costs (including salaries, benefits and indirects); field benefits; travel expenses; associated overheads; equipment costs lease; and media and workshop costs; and (ii) For Recipient-Executed activities the Additional Grant may be used to finance: consultants' services, incremental operating costs, sub-grants, goods, training and workshops."

(b) Section 2.04 of the Administration Agreement is amended to reflect the revised administrative cost recovery arrangement as follows:

"Section 2.04. In order to assist in the defrayment of the costs of administration and other expenses incurred by the World Bank under this Administration Agreement, the World Bank may, following deposit of the Additional Contribution, ~~the Bank may following deposit of the Contribution~~, deduct and retain for its own account an amount equal to two percent (2%) of each Contribution.

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 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 four and fifty-seven hundredths percent (4.57%) of the total Contributions under all Administration Agreements. If the contributions increase beyond what was originally expected at the time of counter-signature of this Agreement, and the administrative costs increase as a result, the Donor acknowledges that an additional administrative fee may be applied to such new contributions."

(c) Section 3.01 of the Administration Agreement is amended to extend the end disbursement date as follows:

"Section 3.01. The Grant funds may be used to finance expenditures for the Program from the date of countersignature of this Administration Agreement and ending

on June 30, 2014. The World Bank may make disbursements of the Grant funds for up to four (4) months after such latter date for expenditures incurred on or before such date, in accordance with the World Bank's applicable policies and procedures."

(d) The objective of the Trust Fund remains unchanged. The "**Program Description**" in the Annex to the Administration Agreement is amended replacing the text under the heading "**Description of Activities**" by the following text:

"1. Description of Activities. Pursuant to the AusAID –World Bank Partnership Mid-Term Review in 2011, Bank and Recipient-Executed activities are refocused to the following program features:

(A) World Bank-Executed Trust Fund (BETF) Activities:

- (i) BETF services will focus mainly on the following operational areas: access to justice, service equity, land and natural resource governance, in Solomon Islands, Vanuatu, Indonesia, Timor-Leste and Papua New Guinea where Justice for the Poor has established country programs.
- (ii) Carrying out comparative country knowledge and expertise to inform country activities and contribute to cross-country learning and regional and global dialogue across the operational areas mentioned in paragraph (A)(i) above, and the cross-cutting themes of gender and development effectiveness.

(B) Recipient-Executed Trust Fund (RETF) Activities:

RETF services will provide grants to government and non-government organizations along the following operational areas: access to justice, service equity, land and natural resource governance, in Solomon Islands, Vanuatu, Indonesia, Timor-Leste and Papua New Guinea where Justice for the Poor has established country programs.

For the purposes of paragraphs A and B above, the Trust Fund may support scoping activities in other interested countries as part of the regional program."

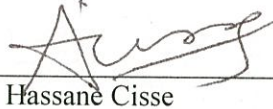
6. All the terms and conditions of the Administration Agreement that have not been amended hereby shall remain unchanged and in full force and effect.

7. The World Bank will disclose the Administration Agreement and any information related thereto, including this amendment letter in accordance with the World Bank Policy on Access to Information. By confirming below, the Government of Australia consents to disclosure of this amendment letter after it has become effective.

8. We propose that this amendment to the Administration Agreement shall, upon confirmation in the manner indicated below, constitute an agreement between the Government of Australia and the World Bank, and shall become effective on the date of countersignature.

Sincerely,

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



Hassane Cisse
Acting Senior Vice-President and Group General Counsel
Legal Vice Presidency

AGREED:

GOVERNMENT OF AUSTRALIA, acting through AusAID

By:



~~Titon Mitra~~ **Daniel Woods**
A/ Assistant Director General
Governance and Social Development Branch

Date:

14 March 2013