Administration Agreement between the State of the Netherlands, acting through the Ministry of Economic Affairs, Agriculture and Innovation and the International Bank for Reconstruction and Development and the International Development Association dated as of October 9, 2012 concerning the Global Food Safety Partnership Multi-Donor Trust Fund (TF071937)

1. The International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”) acknowledge that the State of the Netherlands, acting through the Ministry of Economic Affairs, Agriculture and Innovation (the “Donor”, and together with the Bank, the “Parties” and each a “Party”) agrees to provide the sum of six hundred thousand Euros (EUR 600,000) (the “Contribution”) for the Global Food Safety Partnership Multi-Donor Trust Fund, No. TF071937 (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 “Trust Fund Description for the Global Food Safety Partnership Multi-Donor Trust Fund (TF071937)” 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 for the Global Food Safety Partnership Multi-Donor Trust Fund (TF071937)” attached hereto as Annex 2.

3. The Donor shall deposit the Contribution in accordance with the following schedule and in the currency specified in Section 1 above (“Contribution Currency”) into such bank account designated by the Bank (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Bank:

   (A) Promptly following countersignature of this Administration Agreement.

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 No. TF071937 (the Global Food Safety Partnership Multi-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”):

Global Food Safety Partnership (GFSP) Secretariat
Agriculture and Environmental Services Department
The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.
Tel: +1-202-473-0355  
Fax: +1-202-614-0782  
E-mail: GFSP@worldbank.org  

For the Donor (the “Donor Contact”):

Hans Hoogeveen  
Director General AGRO  
Ministry of Economic Affairs, Agriculture and Innovation  
P.O. Box 20401  
2500 EK Den Haag  
The Netherlands  
Tel: +31 (0) 70 378 4265  
Fax: +31 (0) 70 378 6136  
E-mail: j.p.hoogeveen@minlnv.nl  

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.

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  
INTERNATIONAL DEVELOPMENT ASSOCIATION  

By: 

Name: Juergen Voegele  
Title: Sector Director  
Agriculture and Environmental Services Department  
Sustainable Development Network  

Date: October 10, 2012
THE STATE OF THE NETHERLANDS, ACTING THROUGH THE MINISTRY OF ECONOMIC AFFAIRS, AGRICULTURE AND INNOVATION

By: 
Name: Hans Hoogeveen
Title: Director General AGRO
       Ministry of Economic Affairs, Agriculture and Innovation

Date: 18-10-2012
ANNEX I

Trust Fund Description for the Global Food Safety Partnership Multi-Donor Trust Fund (TF071937)

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 objective of the Trust Fund is to support the Global Food Safety Partnership (GFSP), which aims to bring together concerned global stakeholders to collaborate on capacity building activities for improved food safety systems, with the goal of enhancing agri-food value chains and improving public health outcomes.

The GFSP intends to support the Bank’s and stakeholders’ vision for improved food safety as a global public good, and to contribute to food security, accelerated economic growth, facilitated trade and reduced rural poverty. The outcomes of the GFSP are envisaged to be achieved through the delivery of a five-year work plan of demand-driven food safety capacity building and advisory services for countries, supported by stakeholders, and funded mainly by contributions to the Trust Fund. This five-year work plan is developed by the Bank in consultation with stakeholders and may be amended from time to time by the Bank (the “Five-Year Work Plan”). The Five-Year Work Plan will serve as the main operational document of the GFSP, setting forth the program objectives, component details, budgets and implementation modalities.

2. Activities

In support of the GFSP and implementation of the Five-Year Work Plan, the activities to be financed by the Trust Fund are:

Component 1

Training Program Implementation: Support the carrying out of comprehensive programs of training and human resource development focused on the various key areas of food safety capacity building, such as supply chain management, food safety incident management, laboratory competency, risk analysis and food safety regulatory systems, building on the initial capacity building activities of the Asia-Pacific Economic Cooperation (APEC) Food Safety Cooperation Forum (FSCF). Specific activities may include, but not limited to, designing and developing food safety related training and capacity building courses and programs; carrying out of such trainings for public and private sector beneficiaries; translating training materials; conducting the assessment of training needs; carrying out of study tours; and conducting supervision activities. Component 1 includes both Bank-executed and Recipient-executed activities.

Component 2

Global Capacity Building Scaling Up: Support the global scaling up and carrying out of capacity building and training programs under the GFSP in selected countries and regions based on the food safety capacity building needs assessments. In particular, activities under Component 2 may include, but not limited to, carrying out of the food safety capacity building needs assessments, stakeholder consultations, economic analyses and other analytical work relevant to food safety related policies and programs in selected countries/regions; providing grants to selected countries/regions to implement the objectives of the GFSP based on the needs assessment conducted; designing and carrying out of on-demand training programs, workshops and seminars; providing support to market responsive activities on regional and national levels,
including emerging efforts worldwide to address critical food safety related needs as they arise; and conducting supervision activities. Component 2 includes both Bank-executed and Recipient-executed activities.

Component 3

Program Facilitation and Partnership Support: Support the launch and continuous implementation of the GFSP knowledge platform and the facilitation of the GFSP implementation arrangement, including but not limited to, designing and implementing the food safety IT platform and food safety incident management network; communication and dissemination of GFSP activities, including organizing workshops and conferences; monitoring and evaluating global food safety capacity building programs and policies and their impact; establishing and coordinating advisory working groups of the GFSP; organizing the GFSP partnership conferences; and conducting supervision activities. Component 3 includes both Bank-executed and Recipient-executed activities.

Component 4

Program Management and Administration: Support the coordination and administration of the activities financed by the Trust Fund and general administration and management of the GFSP, including monitoring, evaluation and reporting of the program results and fundraising. Component 4 includes Bank-executed activities.

3. Eligible Expenditures

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

(a) Associated overheads;
(b) Consultant fees individuals and firms;
(c) Contractual services;
(d) Equipment and office premises lease costs;
(e) Extended term consultants;
(f) Media, workshops, conferences and meetings;
(g) Staff costs with indirects;
(h) Temporary support staff costs; and
(i) Travel expenses.

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. Implementation Arrangement

The implementation arrangement of the GFSP, which will be mainly supported by the Trust Fund, includes:
(a) the Bank-hosted Secretariat; (b) the Partnership Conference; and (c) the advisory Working Groups.
(a) **Secretariat**

The Bank-hosted Secretariat, consisting of Bank staff operating under the Bank’s management and applicable policies and procedures, will support day-to-day operations of the GFSP. The Secretariat will be responsible for the coordination of the GFSP, including within the World Bank Group, and implementation, coordination and/or supervision of the GFSP activities funded by the Trust Fund, informed by regular interaction with the Working Groups and stakeholders. The Secretariat will administer the Trust Fund, including with regards to reporting and monitoring and evaluation aspects, and prepare and implement a communication strategy for the GFSP.

(b) **Partnership Conference**

The Partnership Conference meets at least annually, and will be organized by the Secretariat, in consultation with key stakeholders and Working Groups, to discuss the progress under the GFSP and provide feedback regarding the planned activities for the next period. The Partnership Conference is open to all interested stakeholders (e.g., government agencies, donors, service providers, technical organizations, private sector representatives, academia, regional organizations, international financial institutions and Working Group participants).

(c) **Working Groups**

The Working Groups, consisting of experts from interested stakeholders, from both public and private sectors, are formed and coordinated by the Secretariat on an as-needed basis. The Working Groups are advisory only and provide technical input and expertise in the design and delivery of the Five-Year Work Plan of the GFSP. Initial Working Groups include: (i) a group for establishment of the open source information technology platform (ITWG); (ii) a group to develop a GFSP communications strategy (CWG); (iii) a group providing technical inputs for topics and content of competency-based training materials, quality control, service provision, and delivery systems (FSTWG); (iv) a group to review monitoring, quality control, coordination and evaluation aspects of the GFSP (MEWG); and (v) a group exploring future governance and fund raising (GWG) for operations of the GFSP after completion of the Five-Year Work Plan. Working Group participants will not be compensated for their time or intellectual property (this being part of their contribution to the GFSP), but the GFSP will support coordination costs for the Working Groups (e.g., organizing and convening meetings and disseminating working documents).
This Annex shall be applicable to and form an integral part of all Administration Agreements between the Bank and the respective Donors for their respective Contributions (collectively, “Contributions”) to 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 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 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 of Charter of the United Nations. The Donors acknowledge that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to a Donor.

2. **Management of the Contributions**

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

2.2 The currency in which the funds in the Trust Fund shall be held is United States Dollars (the “Holding Currency”).

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

2.4 The funds deposited in the Trust Fund may be freely exchanged by the Bank into other currencies as may facilitate their disbursement at the exchange rate obtained by the Bank on the date of the conversion.
2.5 The Bank shall invest and reinvest the funds deposited in the Trust Fund pending their disbursement in accordance with the Bank’s applicable policies and procedures for the investment of trust funds administered by the Bank. The Bank shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. **Trust Fund Fees and Costs**

3.1 The Bank may 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) included under the activities described in Component 4 (Program Management and Administration) of Paragraph 2 of Annex 1 to the Administration Agreements and 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 twelve percent (12%) 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 effected 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 June 30, 2018 (the “End Disbursement Date”). The Bank shall only disburse funds deposited in the Trust Fund for the purposes of this Administration Agreement (other than returns to Donors) after such date to the extent such date is changed in accordance with amendments made to the Administration Agreements of all the Donors. Following the End Disbursement Date, the Bank shall return any remaining balance of the Trust Fund to each Donor in the Holding Currency in the manner specified in its respective Administration Agreement on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Donor relative to the total funds deposited in the Trust Fund by all Donors, all calculated as Holding Currency amounts.

6.2 Any Donor may cancel all or part of such Donor’s pro rata share, and the Bank may cancel all or any Donors’ pro rata shares, upon three (3) months’ prior written notice, of any Contributions (paid and not yet paid) that are not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Administration Agreement, including any Grant Agreements, prior to the receipt of such notice. In the event of a cancellation, the Bank shall return to the relevant Donor or Donors in the Holding Currency in the manner specified by each such Donor in its respective Administration Agreement the pro rata share(s) of any such uncommitted balance of the Trust Fund, in accordance with any additional terms that may be agreed between the Bank and each such Donor.

7. **Disclosure; Dispute Resolution**

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

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

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.