



Template for USAID-World Bank (IBRD/IDA) Cost-Type Agreements (Single-Donor Trust Fund Contributions)

A Mandatory Reference for ADS Chapter 308

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USAID
FROM THE AMERICAN PEOPLE



Administration Agreement between United States Agency for International Development and the [International Bank for Reconstruction and Development] [the International Development Association] concerning the [insert TF name] Single-Donor Trust Fund [USAID Agreement No.]

[Bank Trust Fund No.]

The United States Agency for International Development (“USAID”) hereby provides, under the “other transaction” authority contained in the Foreign Assistance Act of 1961, as amended, to [the International Bank for Reconstruction and Development and the International Development Association] (collectively, “the Bank” or the “World Bank”) the sum of US\$ ***[insert amount and currency written out in words]***¹⁾ to support the “***[insert Trust Fund name]***” (the “Trust Fund”) as described in Attachment 1 (“the Schedule”) and in Attachment 2 (the “Trust Fund Description”) [USAID intends to make available via formal amendment a total estimated amount of US\$ ***[insert numerical amount]*** subject to availability of funds over a period of ***[insert numerical amount]*** years.]²

The Bank will administer the Trust Fund in accordance with the terms and conditions as set forth in the Schedule, the Trust Fund Description, and the Standard Provisions set forth in Attachment 3 (together, “the Agreement”).

This Agreement is effective and obligation is made as of the date of the last signature. The funds provided under this Agreement will finance [activities/a program] in support of the Trust Fund objectives during the period set out in the Schedule.

The Bank and USAID each represents, by confirming its agreement below, that it is authorized to enter into this Agreement and act in accordance with these terms and conditions.

¹ This is the amount that is “obligated” by USAID (and hence-available to the Bank for expenditure) in respect to the Agreement.

² This is the amount that is expected/estimated to be contributed by USAID over a longer period in respect of this Agreement, which is different from the amount “obligated” by USAID.

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

By: _____

Name: _____

Title: _____

Date: _____

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

By: _____

Name: _____

Title: _____

Date: _____

USAID FISCAL DATA

Appropriation: _____
Fiscal Year: _____
Fund Account: _____
Obligated Amount this Action: _____
Total Obligated Amount: _____
Total Estimated Amount: _____
Paying Office: _____

For Mission Actions:

Appropriation: _____
Budget Plan Code: _____
Assistance Objective No.: _____
Total Obligated Amount: _____
Total Estimated Amount: _____
Paying Office: _____

Schedule

A. Purpose of the Agreement

The purpose of this Agreement, as more specifically described in the Trust Fund Description, is to finance activities in support of the [*insert Trust Fund name*].

B. Period of the Agreement

The effective date of this Agreement is as of the date of the last signature. The end-disbursement date (expiration date) of this Trust Fund is [date].

C. Amount of Contribution and Payment

1. USAID hereby obligates the amount of US\$ [*insert numerical amount*] for purposes of this Agreement.
2. Payment will be made to the Bank in accordance with procedures set forth below and in the Standard Provisions - Payment (Periodic Advance).³
3. Payment will be made to the Bank by bank transfer into such bank account designated by the Bank. When making each such transfer, USAID will 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 USAID for [TF number] (the _____ [*insert Trust Fund name*] Trust Fund), and the date of the deposit (the "Deposit Instruction"). In addition, USAID will provide a copy of the Donor's Deposit Instruction to the World Bank's Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.
4. The Bank will send a call for funds to USAID under Paragraph B of the Standard Provision titled "Payment (Periodic Advance)".

D. Indicative Budget

The following is the indicative budget for the Trust Fund. Revisions to this Budget may be made only in accordance with the Standard Provision of this Agreement entitled Trust Fund Budget Limitations and Revisions."

³ The Bank always uses the Payment – Periodic Advance modality.

Trust Fund Budget⁴		
	Obligated Amount Available for Expenditure	Expected Total Estimated Amount over Life of Trust Fund ⁵
Bank-Executed (BE)		
Component 1:		
[Component 2:]		
[Component 3:]		
<i>Subtotal (BE)</i>		
Recipient Executed (RE)		
[Component 4:]		
[Component 5:]		
<i>Subtotal (RE)</i>		
<i>Trust Fund Fee (5-2% graduated cost recovery fee assessed on RE)</i>		
Total Trust Fund Budget		

E. Progress Reporting

The Bank will provide USAID with [annual] [semi-annual] written progress reports [by _____]⁶ [by [and_____]]. The progress reports will be provided with reference to the indicative Results Framework for the Trust Fund, as defined in paragraph 4.1 of Attachment 2. Within (6) months of the End Disbursement Date, the Bank will provide USAID with a final narrative progress report for the Trust Fund.

Such report should be [mailed or emailed] to:

[Name, Title, Address, Tel, and Email Address]

One copy of the final report required by this Agreement must be provided to the Development Experience Clearinghouse. Submission instructions can be found at: <http://dec.usaid.gov>.

The title page of all reports forwarded to USAID must include a descriptive title, the author's name, Agreement number, the project number and title, the Bank's

⁴ Include aggregate amounts per component and, as applicable, administrative fees.

⁵ For Trust Funds that will be incrementally funded, this column should include expected funding for additional years up to a total estimated amount, if applicable and for planning purposes only.

⁶ Include month(s) and day(s), as applicable.

name, the name of the USAID office, and the publication or issuance date of the report.

F. Cost Recovery Arrangements

[(a)⁷ The Bank will, as administrator of the Trust Fund, enter into one or more grant agreements (the “Grant Agreements”) with recipients (the “Recipients”) consistent with the purposes of this Agreement and on the terms and conditions set forth in the Grant Agreements. For Recipient-executed activities, the Bank will calculate a fee each time funds (the “Contribution Amount”) from the Trust Fund become committed under a Grant Agreement. Such commitment will occur when such Grant Agreement is fully countersigned (the “Calculation Date”). The fee so calculated by the Bank will 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 Contribution Total”). The calculated fee will depend on where the Cumulative Grant Total stands as the Grant Amount is added and will be determined in accordance with the following schedule:

- 1) 5% of any portion of the Contribution Amount that results in a Cumulative Contribution Total below or equal to US\$50 million or equivalent; plus
- 2) 4% of any portion of the Contribution Amount that results in a Cumulative Contribution Total above US\$50 million or equivalent and below or equal to US\$500 million or equivalent; plus
- 3) 3% of any portion of the Contribution Amount that results in a Cumulative Contribution Total above US\$500 million or equivalent and below or equal to US\$1 billion or equivalent; plus
- 4) 2% of any portion of the Contribution Amount that results in a Cumulative Contribution Total above US\$1 billion or equivalent.

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

[(a)] [(b)]⁸ At the time of the World Bank’s signature of this Agreement, the Indirect Rate (as defined in the Trust Fund Description) is 17%.

⁷ Add this section if the Trust Fund finances Recipient-executed activities.

⁸ Add this section if the Trust Fund finances Bank-executed activities.

G. Communication and Addresses

Except as provided for in Paragraph E above, any notice, request, or other communication to be given or made under this Agreement will be in writing and delivered by mail, or email 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:

Name: _____

Title: _____

Unit/Department: _____

The World Bank

1818 H Street, NW

Washington, DC 20433

U.S.A.

Tel: _____

Email: _____

For USAID:

Agreement Officer:

Name: _____

Title: _____

Office: _____

Address: _____

Tel: _____

Email: _____

Agreement Officer's Representative:

Name: _____

Title: _____

Office: _____

Address: _____

Tel: _____

Email: _____

[insert TF name] Trust Fund Description

1. Objectives

The objectives of the Trust Fund are:

_____ ***[insert TF objectives]***

2. Activities

The activities to be financed by the Trust Fund are:

- 2.1. Bank-executed activities, for which the Bank has implementation responsibility:

_____ ***[insert BETF components / activities]***

[[x] Program management and administration activities for the Trust Fund, including but not limited to, supporting any program governance arrangements and Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the program.]⁹

[[x] Management and administration activities for the Trust Fund, including but not limited to, supporting Trust Fund related meetings; planning and executing work plans and budgets; managing communications and conducting outreach; disseminating lessons learned; reporting on progress; and monitoring and evaluating the activities.]¹⁰

[[x] **Implementation Support.** Provide implementation support to Recipient-executed activities]¹¹

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

_____ ***[insert RETF components / activities]***

3. Eligible Expenditures¹²

⁹ Include as a BETF component for programmatic trust funds.

¹⁰ Include as a BETF component for freestanding trust funds.

¹¹ Include as BETF, if RE activities are envisaged.

- 3.1. For Bank-executed activities, the Trust Fund funds may be used to finance:¹³
- (a) staff costs (excluding short term consultants and temporaries);
 - (b) short-term consultants and temporaries;
 - (c) contractual services;
 - (d) equipment and office premises lease cost;
 - (e) equipment purchased;
 - (f) media, workshops, conferences, and meetings; and
 - (g) travel expenses.
- 3.2. For purposes of this paragraph 3: (i) “staff costs (excluding short term consultants and temporaries)” includes salaries, benefits and the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures; and (ii) “short term consultants and temporaries” includes fees and the Indirect Rate charged to the Trust Fund as applicable under Bank policies and procedures.¹⁴
- 3.3. The “Indirect Rate” means the indirect rate, defined as a percentage of personnel costs and available at the *Development Partner Center* website, as such rate may be revised from time to time by the Bank and applied to this Trust Fund, in accordance with its policies and procedures.
- 3.4. 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. Indicative Results Framework

- 4.1. An indicative Results Framework for the activities financed by the Trust Fund prepared by the Bank (the “Results Framework”), in consultation with USAID, will be available at the *Development Partner Center* website. Such Results Framework may be revised by the Bank from time to time, in consultation with USAID, and will be used for monitoring and evaluation purposes only.

¹² If the TF disburses only on a BETF basis, include sub-paragraphs 3.1, 3.2 and 3.3 only. If the TF disburses on a combined BETF and RETF (hybrid) basis, include sub-paragraphs 3.1, 3.2 and 3.3 and 3.4.

¹³ Applicable eligible expense categories for Bank-executed activities will be included.

¹⁴ Insert the necessary definitions in accordance with the selection made in paragraph 3.1 above.

ATTACHMENT 3

MANDATORY STANDARD PROVISIONS FOR COST-TYPE AGREEMENTS BETWEEN USAID AND THE WORLD BANK

Allowable Costs (August 2018)

- a. The Bank must use funds provided under the Agreement for costs incurred in carrying out the purposes of the Agreement which are reasonable, allocable, and allowable.
 - 1) “Reasonable” means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.
 - 2) “Allocable” means the costs are necessary to the award.
 - 3) “Allowable” means the costs are reasonable and allocable, and conform to any limitations set forth in the Agreement.
- b. The Bank is encouraged to obtain the Agreement Officer’s written determination in advance whenever the Bank is uncertain as to whether a cost will be allowable.

Amendment (World Bank August 2018)

The parties may amend the Agreement by mutual agreement, by formal modifications to the basic Agreement document, or by means of an exchange of letters between the Agreement Officer and the Bank.

Non-Liability (World Bank August 2018)

USAID does not assume liability for any third-party claims for damages arising out of the Agreement.

Notices (World Bank August 2018)

Any notice given by USAID or the Bank will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by email or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the Agreement and to any designee specified in the Agreement. Notices to the Bank should be sent to the Bank’s address shown in the Agreement or to such other address designated in the Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

Payment (Periodic Advance) (World Bank August 2018)

- a. Periodic advances will be limited to the minimum amounts needed to meet the Bank's current disbursement needs and must be scheduled so that the funds are available to the Bank as close as is administratively possible to the actual disbursements by the Bank for program costs. Periodic advance requests may be established to meet the Bank's cash requirements for periods up to 90 days.
- b. The Bank may submit requests for advances to the paying office specified in the Agreement as often as may be necessary to meet ongoing disbursing needs. An advance may not exceed 90 days disbursing needs. Requests must state the estimated disbursements to be made during the period covered by the request, the estimated balance of cash on hand from prior advance requests, and the advance amount being requested. Cash advances made by the Bank or the Bank's field organizations must conform substantially to the same standards of timing and amount that apply to cash advances by USAID to the Bank (*i.e.*, up to 90 days to satisfy disbursing needs).
- c. The Bank must submit an [SF-425, Federal Financial Report](#) (quarterly), no later than 30 days after the end of the period, to the paying office specified in the Agreement in order to liquidate advances outstanding. The report must show disbursements, advances received, and any cash remaining on hand for the period covered by the report. Within 180 days following the expiration of the Agreement, the Bank must submit a final [SF-425, Federal Financial Report](#), showing total disbursements, total advances received, and any cash remaining on hand, which the Bank must refund to USAID. Failure to provide these quarterly reports may result in the suspension, disruption, or termination of additional payments.

Audit and Records (World Bank August 2018)

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

The Bank will furnish to USAID current financial information relating to receipts, disbursements, and fund balance in United States dollars with respect to the Agreement in the Trust Fund via the World Bank's *Development Partner Center* website, which will be updated quarterly. Within six (6) months after all commitments and liabilities under the Agreement have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts,

disbursements and fund balance in United States dollars with respect to the Agreement will be made available to USAID via the World Bank's *Development Partner Center* website.

The Bank will provide to USAID, via the *Development Partner Center* website, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (1) a management report together with an audit opinion 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 will be borne by the Bank.

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

[The Bank will provide USAID with copies of all financial statements and auditors' reports received by the Bank from the recipient[s] pursuant to its Grant Agreement[s].]¹⁵

Refunds (World Bank August 2018)

- a. If the Bank earns interest on Federal advances before expending the funds for program purposes, the Bank must remit the interest annually to USAID.
- b. Funds obligated by USAID, but not disbursed to the Bank before the award expires or is terminated will revert to USAID, except for funds committed by the Bank to a legally binding transaction applicable to the Agreement. Any funds advanced to, but not disbursed by, the Bank before the Agreement's expiration or termination must be refunded to USAID, except for funds committed by the Bank to a legally binding transaction applicable to the Agreement.
- c. If, at any time during the life of the Agreement, or as a result of an audit conducted under the provisions of this Agreement, it is discovered that USAID funds provided under the Agreement have been expended for purposes not in accordance with the terms of the Agreement, then the Bank must refund the amount to USAID as determined by the Bank's policies and procedures, which provide for such reimbursement if the misuse of funds is a

¹⁵ Add this section if the Trust Fund finances Recipient-executed activities.

substantive deviation rather than procedural and falls within the Bank's exercise of its responsibilities, and by the parties in accordance with the dispute resolution provisions of this Agreement.

Trust Fund Budget Limitations and Revisions (World Bank August 2018)

- a. The approved indicative Budget is the financial expression of the Bank's program. USAID is not obligated to reimburse the Bank for any costs incurred in excess of the total amount obligated under the Agreement.
- b. The Bank must immediately request approval from the Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved Budget will be necessary for any of the following reasons:
 - 1) To change the scope or the objectives of the program or to add any new activity.
 - 2) To revise the funding allocated among program components by more than ten percent (10%) of the total budget amount unless the Agreement states otherwise.
 - 3) Additional funding is needed.
 - 4) The Bank expects the amount of USAID authorized funds to exceed its needs by more than \$20,000 or ten percent (10%) of the Agreement, whichever is greater.
- c. The Bank will not be obligated to continue performance under the Agreement (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the Agreement, unless and until the Agreement Officer notifies the Bank in writing that the obligated amount has been increased and specifies the new Agreement total amount.

Termination Procedures (World Bank August 2018)

The Agreement may be terminated by either party, in whole or in part, at any time with 90 days written notice of termination. After receiving a termination notice from the Agreement Officer, the Bank must take immediate action to cease all expenditures financed under the Agreement and to cancel all unliquidated obligations if possible. The Bank may not enter into any additional obligations under the Agreement after receiving the notice of termination, other than those reasonably necessary to affect the close out of the Agreement. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the Bank must repay to USAID all unexpended

USAID funds that are not otherwise obligated by a legally binding transaction applicable to the Agreement. If the funds paid by USAID to the Bank before the effective date of termination are not sufficient to cover the Bank's obligations under a legally binding transaction, then the Bank may submit a written claim for such amount to USAID within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the Bank under the claim in accordance with the "Allowable Costs" provision of the Agreement and eligible expenditures and activities set out in Attachment 2.

Financial Management, Procurement, and Evaluation (World Bank August 2018)

To the extent not inconsistent with other provisions of the Agreement, USAID and the Bank understand that funds made available to the Bank must be administered in accordance with the Bank's own policies and procedures, including its financial, procurement, and evaluation policies and procedures.

Dispute Resolution (World Bank August 2018)

USAID and the Bank will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the Agreement.

Title to and Disposition of Property (World Bank August 2018)

Ownership of equipment, supplies, and other property purchased with funds under the Agreement will vest in the Bank during the life of the Agreement. At the end of the Agreement, property financed under the Agreement will be transferred in accordance with the Bank's policies and procedures.

Disability Policy (World Bank August 2018)

The Bank has an established practice of not discriminating against persons with disabilities in the implementation of Bank's activities and hiring of Bank's staff. Consistent with its policies, procedures, and guidelines and depending on the scope of the activities, the Bank commits to include men and women with disabilities and benefit children with disabilities for activities funded under the Agreement.

Terrorist Financing Clause (World Bank August 2018)

Recognizing the obligations of the United States and other member countries under various United Nations Security Council Resolutions to take measures to prevent financing of terrorists, the Bank undertakes to use reasonable efforts, consistent with the agreement establishing the Bank and its own policies, including those pertaining to combating financing for terrorists, to ensure that the

funds provided under the Agreement are used for their intended purposes and are not diverted to terrorists or their agents.

To the extent the Bank uses the funding provided by USAID under the Agreement for the purpose of providing funding to other entities, the Bank will include a provision in each such sub-agreement/subcontract that the entity:

- a. Will not use the proceeds of the award or contract for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the Bank's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under **Chapter VII of the Charter of the United Nations** (<http://www.un.org/en/sections/un-charter/chapter-vii/>), including under **S/RES/1373(2001)** ([http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United Nations Security Council Resolution 1373 \(2001\).pdf](http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United%20Nations%20Security%20Council%20Resolution%201373%20(2001).pdf)) and related resolutions, and
- b. Will include a corresponding provision in any sub-tier agreements that the entity enters into with other entities using USAID funding under this award.

Reporting of Foreign Taxes (World Bank August 2018)

The Bank is not subject to taxation of activities implemented under the Agreement based on its privileges and immunities as a public international organization (PIO). Funding provided under the Agreement provided may not be used to pay taxes.¹⁶

Prohibition on Assistance to Drug Traffickers (World Bank August 2018)¹⁷

The Agreement will 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 diversion of Bank resources to drug traffickers, 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. USAID acknowledges that this provision does not create any obligations of the Bank under the anti-drug trafficking and asset control laws, regulations, rules and executive orders of an individual member country that may apply to USAID, nor will it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

¹⁶ Taxes should not be included as an eligible cost category in the Schedule.

¹⁷ Only needs to be included for activities in a list of countries as set by USAID yearly. This language is proposed by the Bank and will need to be negotiated by the Bank and USAID GC/RLO as appropriate to the Agreement activities.

Publications and Media Releases (World Bank August 2018)¹⁸

- a. If the Bank intends to identify USAID's Agreement to any publication, video, or other information/media product resulting from the award, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows.

"This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Agreement No. _____. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

- b. The Bank must provide USAID with one copy of all published works developed under the Agreement and with lists of other written works produced under the Agreement or a link to the relevant website.
- c. Except as otherwise provided in the terms and conditions of the award, the author or the Bank is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the Agreement, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

Foreign Government Delegations to International Conferences (World Bank August 2018)¹⁹

Funds provided under the Agreement may not be used to finance the travel, per diem, hotel expenses, meals, conference fees, or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, unless approved by the Agreement Officer.

¹⁸ This provision is only applicable if publications are financed under the Agreement.

¹⁹ This provision is only applicable if funded from the following USAID accounts: Development Assistance (including assistance for Sub-Saharan Africa, Global Health Programs, and Micro and Small Enterprise Development Program Account). It applies when funding will be provided for international conferences or where specific activities are not identified at the time of obligation, but could relate to international conferences. For further guidance, consult [Guidance on Funding Foreign Government Delegations to International Conferences](#).