Amendment No. 2 to the Administration Agreement between Japan, through the Ministry of Finance, and the International Bank for Reconstruction and Development and the International Development Association regarding the Japan-World Bank Distance Learning Partnership Program-Phase 3 Single-Donor Trust Fund (to be renamed “Japan-World Bank Distance Learning Partnership Program Single-Donor Trust Fund”) (No. TF072462)

1. Reference is made to the Administration Agreement between Japan, through its Ministry of Finance (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”, and together with the Bank, the “Parties” and each a “Party”) regarding the Japan-World Bank Distance Learning Partnership Program-Phase 3 Single-Donor Trust Fund No. TF072462 (the “Trust Fund”) effective as of July 30, 2015, as amended (the “Administration Agreement”).

2. The Bank acknowledges that the Donor agrees to provide a supplemental contribution in the amount of thirty-three million seven hundred and fifty thousand United States Dollars (US$33,750,000) (the “Contribution”) for the Trust Fund in accordance with the terms of the Administration Agreement.

3. The Donor hereby authorizes the Bank to transfer the Contribution in accordance with the following schedule and in the currency specified in paragraph 2 above (“Contribution Currency”) (each amount transferred hereinafter referred to as an “Installment”) from the PHRD Multilateral Account (TF083312) to this Trust Fund:

   A. Promptly following countersignature, six million seven hundred and fifty thousand United States Dollars (US$6,750,000);
   B. by July 1, 2021, six million seven hundred and fifty thousand United States Dollars (US$6,750,000);
   C. by July 1, 2022, six million seven hundred and fifty thousand United States Dollars (US$6,750,000);
   D. by July 1, 2023, six million seven hundred and fifty thousand United States Dollars (US$6,750,000);
   E. by July 1, 2024, six million seven hundred and fifty thousand United States Dollars (US$6,750,000).

4. The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund. If the Bank determines, on the basis of the speed of the implementation of the activities and availability of funds in the Trust Fund, that it is necessary to either bring Installments forward or delay them, the Bank and the Donor will discuss and agree to revise the Installment schedule, as confirmed by the Bank to the Donor in writing.

5. 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 Trust Fund No. 072462 (the Japan-World Bank Distance Learning Partnership Program 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.

6. In addition, the Parties agree to amend the Administration Agreement as follows:

   (a) Pursuant to a request by the Donor to the Bank, all references to the “Administration Agreement” shall be revised to read as “Administration Arrangement”.


(b) All references to “Japan-World Bank Distance Learning Partnership Program-Phase 3 Single-Donor Trust Fund” in the Administration Agreement shall be deleted and replaced with “Japan-World Bank Distance Learning Partnership Program Single Donor Trust Fund”.

(c) The Bank and the Donor Contacts contained in Paragraph 4 shall be deleted and replaced respectively with the following:

“For the Bank (the “Bank Contact”):

Maitreyi Das
Practice Manager, Global Programs
Urban, Disaster Risk Management, resilience and Land Global Practice
1818 H Street, NW
Washington, DC 20433
Telephone: +1 202 458-0409
Email: mdas@worldbank.org

For the Donor (the “Donor Contact”):

Yasuaki Yoneyama
Director
Multilateral Development Banks Division
International Bureau
Ministry of Finance Japan
3-1-1 Kasumigaseki Chiyoda-Ku Tokyo 100-8940
Japan
Telephone: +81-3-3581-4111
Fax: +81-3-5251-2139

(d) Paragraph 1 of Annex 1 shall be deleted and replaced with the following:

“1. **Objective**

The objective of the Trust Fund is to support Bank clients, partners and institutions in developing actionable solutions for development by documenting, and sharing with relevant change agents in Bank client countries, development experiences, knowledge, learning, and global best practices and principles from Japan and other countries.”

(e) Paragraph 2.1 of Annex 1 shall be deleted in its entirety and replaced with the following:

“2.1. **Bank-executed activities, for which the Bank has implementation responsibilities:**

A. **City Partnership Program (“CPP”)**

1. Collaborate with selected cities in Japan to document experiences and lessons on various development challenges and solutions areas through joint research and through knowledge delivery and learning activities designed to share experience around specific development solutions.

2. Capture and document practical, “how to” experiences from relevant agencies and/or knowledge institutions in selected cities in Japan and in
other countries, producing outputs such as knowledge notes, toolkits, good practice guides, videos, etc.

3. Use the materials referred to in paragraph A.2 above as the basis for learning and knowledge sharing activities that bring officials from Bank client countries, sometimes together with Bank staff, to Japan to learn from the selected cities and to share knowledge through peer-to-peer learning and benchmarking mechanisms such as deep dives, master classes, etc.

4. Explore linkages with other city partnership initiatives housed in the Bank.

5. Facilitate operational linkages between Bank clients and selected cities in Japan.

B. **Knowledge, Networking and Outreach Support**

1. Develop research and produce knowledge products on development challenges and solution areas of focus in connection with Japanese and other countries’ experiences and practices.

2. Support knowledge outreach, dissemination and networking activities of selected World Bank Global Practices (“GPs”) and Cross-Cutting Solutions Areas (“CCSAs”), through the Tokyo Development Learning Center (“TDLC”), a platform for exchange of knowledge and experience on development through partnerships with various public and private organizations in Japan and in other countries. The GPs and CCSAs for collaboration will be selected by the Bank in consultation with the Donor based on thematic/development solution topics of mutual interest, taking into account the Program Criteria set out in section 5 below.

3. Support communities of practice as an instrument for ongoing knowledge exchange among Bank staff, clients and partners, around specific thematic development topics or issues.

4. Support the Bank’s and other development partners’ knowledge, learning and outreach programs, including conferences, when relevant or connected to the objective of this Program.

5. Develop a network of experts and practitioners from selected cities in Japan and from other countries to support Bank clients’ knowledge needs in conjunction with Bank operations.

C. **Operational Support**

1. Support and/or facilitate delivery of knowledge, capacity building, and advisory services, particularly on a just-in-time basis, in conjunction with Bank operational projects.

2. Support Bank operations by utilizing CPP and the network of experts and practitioners.
3. Identify operational linkages and opportunities both at the upstream stage and at the project implementation stage.

D. Program Management and Administration

1. Program management and administration activities for the Trust Fund, including but not limited to, supporting the governance arrangements and Trust Fund related meetings; planning and executing work plans and budgets, developing communications programs including visibility activities and conducting outreach, disseminating lessons learned, reporting on progress, and monitoring and evaluating the program.”

(f) Paragraph 5.1 of Annex 2 shall be deleted and replaced with the following:

“5.1 It is expected that the funds deposited in the Trust Fund will be fully disbursed by the Bank by December 31, 2025 (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.”

7. All other terms of the Administration Agreement shall remain the same.

8. 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.

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9. Each of the Parties 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 Parties 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.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By: __________________________

Name: Juergen Voegele

Title: Vice President, GGSVP

Date: _________________________

15-Jun-2020

**JAPAN, ACTING THROUGH THE MINISTRY OF FINANCE**

By: __________________________

Name: Masanori Yoshida

Title: World Bank Executive Director for Japan

Date: _________________________

15-Jun-2020