



Global Agriculture and Food Security Program (GAFSP) Operations Manual

This Operations Manual was adopted by the GAFSP Steering Committee on May 7th, 2024.

CONTENTS

1. INTRODUCTION	3
2. ELIGIBILITY	4
3. IMPLEMENTATION ARRANGEMENTS	6
4. RULES OF PROCEDURE FOR THE GAFSP STEERING COMMITTEE.....	13
5. AMENDMENTS.....	14
6. GLOSSARY.....	15



1. INTRODUCTION

1. Established in 2010, the Global Agriculture and Food Security Program (GAFSP) is a global financing instrument that offers a range of public and private sector investment tools along the entire agriculture value chain. GAFSP was created by the G20 in response to the 2007-08 food price crisis to address a clear need for increased investment in agriculture and food security in low-income countries, and to support smallholder farmers, countries and businesses recover and grow in the medium- to long-term.
2. The objective of GAFSP is to improve the income and food security of poor people in developing countries through more and better public and private sector investment in the agriculture and rural sectors that is country-owned and led; by filling existing financing gaps in ongoing bilateral and multilateral assistance. The specific focus areas pursued by the GAFSP to achieve this objective encompass both (i) food system outcomes, including increased agricultural productivity, improved farm-to-market linkages, reduced risk and vulnerability, improved rural livelihoods and entrepreneurship, and improved institutions; and (ii) cross-cutting outcomes, including improved climate resilience, empowered women and girls, and improved nutrition.
3. Over the past ten years, GAFSP has made innovative, catalytic, and integrated investments to achieve transformational change in agriculture and food security whilst also addressing access to finance, nutrition, climate change and gender issues in many of its investments. GAFSP has successfully targeted those areas where financing and support are most needed to help alleviate poverty, improve rural livelihoods, and improve food security. GAFSP brings together contributors, recipients, multilateral development institutions and civil society in an inclusive multi-stakeholder governance structure and effective partnership for collaboration and coordination.
4. With as many as 783 million people still suffering from hunger¹ in 2022 and more than 3.1 billion people unable to afford a healthy diet in 2021 GAFSP's mandate is as relevant today as it was at its inception in 2010. Climate threats have disproportionately affected smallholder farmers and rural livelihoods, and agricultural production cannot sustainably feed a growing world population without significant investment in mitigation and adaptation. Recognizing that public and private investments in agriculture remain well below required levels, the GAFSP Steering Committee (SC) approved the continuation and replenishment of GAFSP through 2030 and in January 2019 approved a revised operational framework for GAFSP to respond to the changing environment within which the Program operates.
5. GAFSP has been established as a Financial Intermediary Fund (FIF) at the World Bank with the International Bank for Reconstruction and Development (IBRD) serving as Trustee of

¹ 2023 State of Food Security and Nutrition (SOFI) Report - <https://www.fao.org/publications/home/fao-flagship-publications/the-state-of-food-security-and-nutrition-in-the-world/en>

the FIF². The restructuring of the GAFSP FIF will further enhance the Program's position as a key global vehicle for catalytic investment in agriculture and food security to support low-income countries in the achievement of Sustainable Development Goals (SDGs) 1 and 2 on No Poverty and Zero Hunger through 2030. In addition, the restructuring of GAFSP is intended to further enhance synergies across GAFSP's public and private sector activities and ensure that scarce grant financing is used efficiently in conjunction with relevant private sector funding. The restructuring will strengthen GAFSP to be better positioned to support resilient and sustainable agriculture and food systems in developing countries that benefits and empowers poor and vulnerable smallholder farmers and their communities.

6. This Operations Manual, describes the principles, guidelines and procedures for the day-to-day operations of the GAFSP FIF³. The governance arrangements for the GAFSP FIF are set out in the GAFSP Governance Document.

2. ELIGIBILITY

7. **Financing Tracks.** The GAFSP FIF will provide support and promote synergies between activities funded through a dual-track funding model: (i) grant-based financing track, and (ii) business investment financing track.

- i. The *grant-based financing track* will fund GAFSP Activities that support eligible countries and/or producer organizations.
- ii. The *business investment financing track* will fund advisory services, technical assistance, incentives, and concessional finance for private sector development.

8. **Eligibility.** Eligible countries for GAFSP financing are members of the International Development Association (IDA) that are eligible to receive financing from IDA and not IBRD ("IDA-only countries") and that are not in "non-accrual status" to the World Bank. Producer organizations seeking funding under the grant-based financing track, through eligible Supervising Entities, must be based and operate in an IDA-only country to be eligible to receive GAFSP funding. Private firms and financial institutions doing business in IDA-only countries can access GAFSP funding through eligible Supervising Entities under the business investment financing track.

9. Where there is a compelling case, and if additional funding is available, the GAFSP Steering Committee may, on an exceptional basis, decide to approve proposals for public or private sector activities in IDA blend countries⁴ and non-members of the World Bank.

² The IFC-managed GAFSP Private Sector Trust Funds known as the "Private Sector Window" exists separately from the GAFSP FIF and will continue to operate alongside the GAFSP FIF.

³ The Operations Manual is an operational document and it is not legally binding.

⁴ IDA Blend Countries as defined in relevant World Bank policies and procedures.



10. **Supervising Entities.** Subject to the terms of the Governance Document, the following are eligible to become Supervising Entities as follows:

- For the *grant-based financing track*, the World Bank (IBRD and IDA), the African Development Bank (AfDB), the Asian Development Bank (ADB), the Food and Agriculture Organization of the United Nations (FAO), the Inter-American Development Bank (IDB), the International Fund for Agricultural Development (IFAD), and the World Food Programme (WFP) are eligible supervising entities (SEs) (Eligible SEs for Grant-based Financing). For the grant-based financing track, FAO and WFP are eligible for technical assistance activities only, and the World Bank, AfDB, ADB, IDB and IFAD are both eligible for investment activities and technical assistance activities.
- For the *business investment financing track*, the International Finance Corporation (IFC), AfDB, ADB, IDB Invest, and IFAD are eligible to request financing under the business investment financing track of the GAFSP FIF (Eligible SEs for Business Investment Financing) provided that they are applying the *Enhanced Blended Concessional Finance Principles for DFI Private Sector Operations*⁵. All eligible SEs will need to confirm in writing to the SC that they are applying the *Enhanced Blended Concessional Finance Principles*.

11. Eligible Supervising Entities for the grant-based financing track and the business investment financing track may participate in the GAFSP FIF as Supervising Entities by entering into Financial Procedures Agreements (FPAs) with the Trustee. After entering into the FPAs, Supervising Entities become eligible to submit Proposals, subject to the processes/terms specified in this Operations Manual.

12. **Accreditation of Additional SEs.** The Steering Committee may seek to accredit other entities as Eligible SEs, subject to an accreditation framework developed and implemented under its authority and responsibility and subject to a no-objection by the Trustee. Such accreditation framework would be approved by the Steering Committee, and be used to assess the entity's operational relevance and value-add to the FIF's activities, track record, and capacity to manage funds entrusted to it, including guarding against the misuse or ineffective use of funds, in line with high international standards related to environmental and social safeguards, procurement, financial management, fraud and corruption standards, and other critical areas that are acceptable to the Steering Committee and the Trustee. After an assessment of a potential SE, the Steering Committee may accredit such entity as an SE, subject to the no-objection of the Trustee. The entity would become an SE for the FIF upon the signing of an FPA with the Trustee.

⁵ The *Enhanced Blended Concessional Finance Principles for DFI Private Sector Operations* are outlined in the Joint Report dated October 2019 of the DFI Working Group on Blended Concessional Finance for Private Sector Projects. https://www.ifc.org/wps/wcm/connect/corp_ext_content/ifc_external_corporate_site/solutions/products+and+services/blended-finance/blended-finance-principles

3. IMPLEMENTATION ARRANGEMENTS

13. **Contributions.** The FIF may receive financial contributions from World Bank member countries, intergovernmental entities and non-governmental entities such as private philanthropies and foundations, that enter into Contribution Agreements with IBRD as trustee of the FIF (Trustee), based substantially on the form of Contribution Agreement/Arrangement agreed to by the current Contributors to the FIF. All contributions made by Contributors to the FIF will be on a grant basis. Contributions will not be earmarked by Contributors to a particular financing track, purpose, region, or recipient. The concept of “financing track” referred to herein refers to the Allocation of funding by the Steering Committee to public or private sector uses, from the pooled Contributions in the FIF.

14. **Call for Proposals.** At the request of the Steering Committee, the Coordination Unit will periodically issue Calls for Proposals. The Steering Committee decides, based on funding availability as reported by the Trustee, on the Call for Proposals to be issued including its focus and the financing track. Calls for Proposals under the *grant-based financing track* will be targeted to eligible countries and/or producer organizations. Calls for Proposals under the *business investment financing track* will be targeted to eligible Supervising Entities.

15. **Call Guidelines.** The CU will prepare guidelines for each Call for Proposals (Call), which will be approved by the Steering Committee. The guidelines will outline, among others, (i) the financing track to be covered under the Call, (ii) the entities eligible to apply for funding, (iii) any special focus areas and eligibility criteria defined by the SC, (iv) the expected resources available for allocation, and (v) the timeline, assessment criteria, documentation requirements and proposal submission process.

16. **Funding Proposals.** Initial Proposals will be submitted to the Coordination Unit by a Supervising Entity working with the Beneficiary(ies) and/or by Beneficiary(ies) working with Supervising Entities, in response to the relevant Call for Proposals, using the relevant template of an initial Proposal. The initial Proposals will include, inter alia: (a) a clear description in writing of the GAFSP Activity for which funding is being sought, with sufficient information to demonstrate consistency with the FIF’s objectives, eligibility and selection criteria, following the applicable requirements set forth in this Operations Manual and reflecting the requirements outlined in the relevant Call for Proposals; and (b) projected budget of the GAFSP Activity and SE Fees.

17. **Screening by the Coordination Unit.** The Coordination Unit will assess and screen each initial Proposal submitted to it to ensure completeness and consistency with the Governance Document and Operations Manual, as well as compliance with the requirements set out in the relevant Call. Provided the initial Proposal was submitted by the Call deadline, the CU may request additional information and clarifications to ensure completeness and consistency. Only complete initial Proposals will be transmitted by the Coordination Unit to the TAC for review.

18. **Technical Advisory Committee (TAC).** Eligible initial Proposals will be submitted for review by an independent TAC. A TAC will be constituted for each Call⁶. The TAC will be comprised of up to 12 independent experts with the geographic and technical expertise relevant to the focus and financing track of the Call. The Coordination Unit will, as soon as the Call for Proposals is launched prepare the TAC terms of reference. The Coordination Unit will appoint the TAC members approved by the Steering Committee, who will be engaged as short-term consultants by the World Bank. The TAC will evaluate eligible initial Proposals against the criteria laid out in the guidelines for the Call. The TAC will prepare a technical evaluation report, including a scoring and, as applicable, ranking of proposals as well as funding recommendations, for consideration by the Steering Committee. Upon request of the Coordination Unit, the TAC will also provide technical feedback during the due diligence review of final Proposals undertaken by the CU before their submission to the Steering Committee for final approval.
19. **Approval of Initial Proposals by the Steering Committee.** Following completion of the TAC review process, initial Proposals submitted to the Steering Committee by the Coordination Unit will be assessed and approved by the Steering Committee based on criteria outlined in the Call for Proposals and taking into account the evaluation and recommendations in the evaluation report prepared by the TAC.
20. **Communication of Funding Decisions.** Following the approval of the initial Proposal by the Steering Committee, the Coordination Unit will, on behalf of the Steering Committee, inform all successful and unsuccessful applicant entities in writing. The communication will inform the applicant entity of the SC decision, and if successful, the total funding amount approved, the selected Supervising Entity/ies, any technical feedback from the TAC on the initial Proposal, and any other pertinent information for consideration by the applicant as they advance to develop the final Proposal.
21. **Final Proposal.** For the *grant-based financing track and business investment financing track*, the Supervising Entity will be required to submit a final Proposal to the Coordination Unit for a screening before it is transmitted to the Steering Committee for final approval. The final design of the Proposal, which is submitted to the Coordination Unit prior to internal Supervising Entity approval of the GAFSP Activity, should be in line with the initial Proposal approved by the SC and take into account any recommendations from the TAC. In the scenarios where the TAC had extensive comments in its recommendations, or major changes were made during the final design, the Coordination Unit may request the TAC to provide additional technical feedback on any changes and related justifications included in the final Proposal. Any major changes⁷ to the final Proposal would require Steering Committee re-approval.

⁶ For Calls that include multiple financing tracks, a separate TAC may be constituted for each financing track.

⁷ Major changes include material modifications to the Proposal's development objectives, budget, scope of activities, components, and reports.



22. **Approval of final Proposals by the Steering Committee.** Final Proposals, along with accompanying written assessments and recommendations prepared by the TAC and submitted to the Steering Committee through the Coordination Unit will be assessed by the Steering Committee for approval or rejection.

23. **Allocations.** The Steering Committee will make Allocations based on final Proposals. Allocation decisions can only be made against currently available resources in the FIF, as reported by the Trustee. GAFSP Activities are approved on the basis of, and administered in accordance with, the applicable policies and procedures of the designated Supervising Entity and its obligations under the FPA.

24. **Commitments.** Once an allocation has been approved by the Steering Committee, the Trustee provides the selected Supervising Entity with a Letter of Commitment for the commitment amount, in accordance with the Steering Committee approval, which entitles the SE to submit a Cash Transfer Request for the transfer of funds from the FIF. Commitment and transfer of funds by the Trustee to the Supervising Entity will be in accordance with the FPA between the Trustee and the Supervising Entity.

25. **Coordination Unit Portfolio Monitoring.** The Coordination Unit will track progress based on annual reports and semi-annual progress reports received from SEs using the reporting templates approved for the FIF. This reporting will help the Steering Committee oversee allocations and achievement of outputs and outcomes for GAFSP-financed activities.

26. **Reporting.** Periodic reporting to the Steering Committee involves the following:

- i Semi-annual reports from the Trustee on the financial status of the FIF;
- ii Annual reports and regular updates from the Coordination Unit compiling semi-annual progress reports received from SEs and reporting from the CSOs, as applicable; and
- iii Project completion reports from SEs for all closed projects under the *grant-based financing track and business investment financing track*, in accordance with the GAFSP FIF Monitoring and Evaluation Plan.

27. **Results Monitoring and Evaluation.** The SEs will follow the monitoring and evaluation (M&E) guidelines outlined in the updated GAFSP M&E plan as approved by the GAFSP Steering Committee in August 2023⁸, as may be amended from time to time.

28. **Risk Management.** Each SE will be responsible for the management of risks associated with the respective GAFSP Activity implemented by them, and reporting on such risks and mitigation measures, as applicable under the relevant Call guidelines, as part of the periodic progress and results reporting. The Trustee will manage financial risks associated with

⁸ The GAFSP M&E plan is available online at https://www.gafspfund.org/sites/default/files/2023-09/Revised%20ME%20Plan%202022%20Aug%202023%20Final%20and%20Edited_0.pdf

administration of the FIF and its resources until such time as they are transferred to SEs or returned to Contributors in accordance with the provisions of the Contribution Agreements.

29. **Information sharing with respect to investigations on fraud and corruption.** The SEs shall, consistent with their policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the FIF funds. In the event that a SE determines that there are credible and material allegations of fraud, corruption, collusion or coercion in relation to activities financed by the FIF funds that result in the SE opening an investigation into such allegations (an “Investigation”), the SE shall, in accordance with its applicable policies and procedures: (i) take appropriate action with respect to such allegations and, where relevant, seek appropriate redress; and (ii) as soon as practicable, inform the Contributors (which may be done through the Trustee) of the outcome of the Investigation (or other related information if the SE decides to share such information subject to the SE’s applicable policies and procedures) provided that the Contributors agree to keep such information confidential on the terms agreed with the SE, unless such information is already publicly available.

30. **Request by a Contributor for special audit or review.** If any Contributor so requests, the Steering Committee shall, as set out in the FPA:

- a) review or evaluate activities financed by the SE Trust Fund/Account resources transferred to the SE at any time up to closure of the SE Trust Fund/Account; provided that: (i) the Steering Committee shall have agreed with the SE on the scope, rationale and conduct of such review or evaluation, (ii) unless otherwise agreed by the SE, the SE has received confirmation from the Steering Committee that all associated costs, including any costs incurred by the SE, will be borne by the Trust Fund, and (iii) the SE shall provide all relevant information within the limits of the SE’s applicable policies and procedures, subject to SE’s privileges and immunities. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund or the SE Trust Fund/Account. Any findings resulting from the review and evaluation shall be shared with the SE. In no event shall such reviews and evaluation create an undue burden on the SE’s or a GAFSP Activity Recipient’s regular operations; and
- b) request to an SE, on an exceptional basis, a separate external audit of a financial statement of the SE Trust Fund/Account by the SE’s external auditor; provided that the SE and the Steering Committee shall first consult as to whether such an external audit is necessary. Following: (i) agreement between the SE and the Steering Committee on the scope and terms of reference of such audit, and (ii) unless otherwise agreed between the Steering Committee and the SE, receipt by the SE of confirmation from the Steering Committee that the costs of such audit, including the internal costs of the SE with respect to such audit, will be borne by the FIF; the SE shall arrange for such external audit in accordance with the SE’s policies and procedures.



31. **Cost Recovery for the Trustee and Coordination Unit.** The Trustee and the Coordination Unit will operate on the basis of full cost recovery. On a three-year cycle, the Coordination Unit and Trustee will submit to the Steering Committee for their approval a workplan and budget for their respective estimated costs for the upcoming three fiscal years to include all services expected to be provided, including Coordination Unit costs for communications, consultations and participation of CSOs and Regional Representatives in Steering Committee meetings. In the event the Steering Committee requests additional services unforeseen at the time of the three-year budget submission, the Trustee and/or the Coordination Unit will prepare a supplemental workplan and budget for approval by the Steering Committee. Upon approval of the budgets by the Steering Committee, at the start of each fiscal year the Trustee may deduct the respective, corresponding estimated annual budget amount from the FIF for itself and for the Coordination Unit. At the end of the three-year period, the budget approved by the Steering Committee may be subject to an adjustment on the basis of full cost recovery for the services provided during that period.

32. **Cost Recovery for SEs (“SE Fees”).** Supervising Entities may request a fee to cover their costs for services performed by the SEs in connection with the preparation of a final Proposal and/or managing the SE Trust Fund/Account and GAFSP Activities.

- For *grant-based financing*, SE fees over 5% of country-led Proposals and SE Fees over 9% of producer organization-led Proposals shall require SC approval. SE Fee requests representing 5% or less of the approved grant amount for country-led Proposals⁹ and 9% or less of the approved grant amount of producer organization-led Proposals will be considered approved by the SC.
- For *business investment financing*, SE Fees over 5% of a Proposal shall require SC approval. SE Fee requests representing 5% or less of the Proposal will be considered approved by the SC.

33. **Requests for SE Fees.** Requests for SE Fees shall be submitted to the SC, through the CU, promptly after approval of an initial Proposal or as part of the final Proposal. Supervising Entities shall calculate SE Fees in accordance with their policies and procedures and procedures. Requests for SE Fees shall specify amounts requested with respect to (i) preparation of the final Proposal, if any, and (ii) managing the SE Trust Fund/Account and GAFSP Activity.

34. SE Fees approved for the preparation of a final Proposal will be committed by the Trustee upon approval of the SE Fees in accordance with Paragraph 32 above. The remaining balance of SE Fees will be committed by the Trustee upon approval of the final Proposal by the SC. The Trustee will disburse SE Fees in accordance with an FPA.

⁹ In the event of country-led Proposals for technical assistance activities submitted by FAO, fees over 7% of the Proposal shall require SC approval, while SE Fee requests representing 7% or less of the approved grant amount will be considered approved by the SC.

35. **Duration of GAFSP.** GAFSP operations will be bound by three aspects: (i) the last date by which the Steering Committee can approve Proposals for Allocation (the “GAFSP End Approval Date”), which is June 30, 2030, subject to extension by a decision of the Steering Committee with the agreement of the Trustee, (ii) the last date by which the Trustee may transfer FIF funds to SEs (the end of the “GAFSP Term”), which is five (5) years (or such longer period as agreed by the Trustee and Steering Committee) after the GAFSP End Approval Date, and (iii) the end date of a GAFSP Activity undertaken by a SE (the end of the “Supervising Entity Implementation Period”), which is set out in the respective Proposals against which Allocations are made by the Steering Committee, and such date which may extend beyond the GAFSP Term. The Trustee may receive any Contribution payment from any Contributor up to the GAFSP End Approval Date. After the GAFSP End Approval Date, the Steering Committee may continue performing its respective functions on an as needed basis. The Trustee, the Coordination Unit and SEs will continue to perform their respective functions after the GAFSP End Approval Date to complete any outstanding activities.

36. **Reporting after the End of the GAFSP Term.** With respect to the GAFSP Activities approved by the Steering Committee on or before the GAFSP End Approval Date, that have implementation periods beyond the GAFSP Term, the Trustee and/or the Coordination Unit will receive the final reports from the SE, for submission to the Steering Committee in a manner agreed to by the Steering Committee and SEs. Within six (6) months after the closure of the FIF, the Trustee will make available to Steering Committee members the final financial information on the FIF in accordance with the Contribution Agreements, with exception of the final Single Audit report, which will be available six (6) months after the end of the Trustee Fiscal Year in which such closure occurs. The Trustee and Coordination Unit will carry on their duties as needed and agreed to by the Steering Committee.

37. **Return of Funds Transferred to SEs.** SEs will administer the FIF funds received from the Trustee in accordance with the FPA, the terms of the final Proposal approved by the Steering Committee, and their respective policies and procedures. SEs will, in accordance with the respective FPA, provide the Trustee with periodic financing reports related to the FIF funds received, and return to the Trustee for deposit to the FIF as follows:

- (a) *Investment income on GAFSP fund balances held by the SE.* Investment income is returned by the SEs upon request by the Trustee, on terms of transfer agreed with the Trustee.
- (b) *Unused funds that were not used for activity purposes.* Such unused funds are expected to arise if the full amount for the project is not disbursed by the SE, or if such funds were disbursed but not used for the activities and were returned to the SE, as for example when procurement is under budget or implementation is partial or cancelled.
- (c) *Funds that were misused (as determined under respective SE’s policies and procedures) and refunded to the SE.*
- (d) *Reflow of funds received by the SEs from GAFSP Activity beneficiaries.* Unless otherwise provided in the terms of the relevant Allocation by the Steering Committee, if the SE receives reflows of funds from GAFSP Activities, such reflows of funds will be

returned to the Trustee for credit to the FIF. Reflow of funds refers to any payments of principal, interest, fees or any other reflow of funds under GAFSP financing extended by a SE.

38. **Allocation of Returned Funds.** Funds returned to the Trustee before the GAFSP FIF End Approval Date will be credited to the FIF and available for Allocation by the FIF Steering Committee.
39. **Return of Funds to Contributors at closure.** The FIF will be closed on the date that is four (4) months after the date on which the last return of funds to the FIF, and the Trustee will transfer pro-rata amounts of any remaining uncommitted balance of the FIF, including funds returned to the Trustee by the SEs, in accordance with the respective Contribution Agreements.
40. **Status.** This Operations Manual and the mechanisms set out in it, including participation by Contributors in GAFSP, do not create, nor will they create in the future, a joint venture, an association, or a legal partnership, employment or agency relationship among the Contributors, the Beneficiaries, the SEs and the World Bank as Trustee and Coordination Unit, collectively or individually.
41. **Privileges and Immunities.** Nothing in this Operations Manual may be considered a waiver of any privileges or immunities of any participant under its relevant governing documents, including the World Bank under its Articles of Agreement, and other SEs under their respective governance documents, or under any applicable law, all of which are expressly reserved.
42. **Disclosure.** GAFSP seeks to operate in a transparent manner. In particular, the Governance Document, this Operations Manual, the Contribution Agreements, FPAs, GAFSP budgets, financial and progress reports, and any independent reviews and evaluations will be made publicly, including through posting on the GAFSP website by the Coordination Unit. It is understood that the SEs will share information with the Steering Committee and/or any Contributor in accordance with their respective policies and procedures.
43. **Conflicts of Interest.** The Members of the Steering Committee will adhere to the GAFSP Policy on Conflict of Interest as adopted by the Steering Committee on November 15, 2023, and as may be amended from time to time. The World Bank staff must adhere to conflicts of interest policies of the World Bank in carrying out functions in support of the FIF. All SEs must also adhere to their own conflict of interest policies in carrying out GAFSP Activities, including, for example, with respect to separation of in-house advisory and financing functions.

4. RULES OF PROCEDURE FOR THE GAFSP STEERING COMMITTEE

44. **Voting Members.** The Voting Members on the GAFSP Steering Committee will include an equal number of Contributor representatives and regional representatives. The total number of Voting Members will not exceed sixteen (16). Any Contributor making a commitment by way of entering into a Contribution Agreement with the Trustee to contribute to the FIF will be represented on the Steering Committee as a Voting Member either through a single Contributor Voting Member or as part of a constituency Voting Member. Of the eight (8) Contributor Voting Members on the Steering Committee, six (6) single Contributor seats allocated to the six (6) largest Contributors in terms of total contributions to the FIF since its inception in 2010, and two (2) Contributor Voting Members, each representing a constituency of the remaining Contributors. The Contributors who do not comprise the six (6) largest Contributors are responsible for forming constituencies. Each of the two (2) constituencies will be represented by a Voting Member and an alternate selected from Contributors forming a constituency.

45. **Non-Voting Members.** Non-Voting Members to the Steering Committee are described in paragraph 6 of the Governance Document.

46. **Chairs.** The Co-Chairs of the Steering Committee will be selected for a 1 year term, subject to renewal, by nomination by a Voting Member and decision of the Steering Committee, at the beginning of each annual Steering Committee meeting (see also paragraph 7 of the Governance Document).

47. **Meetings.** The Steering Committee will meet at such frequency as it may decide, but at least once a year. The Steering Committee will, prior to the closing of each meeting, decide the indicative location and timing of the next meeting. The Steering Committee may also hold special meetings as necessary, if so decided by the Co-Chairs based on a proposal by any Voting Member or the Coordination Unit.

48. **Secretary of Meetings.** The Coordination Unit serves as the secretary of any meeting of the Steering Committee and will perform such functions as are necessary for the smooth conduct of the Steering Committee meetings. The Coordination Unit, in consultation with the Co-Chairs, proposes provisional dates for upcoming meetings at least three (3) months in advance. The Coordination Unit gives notice to all members of the dates and venue of each meeting, together with the provisional agenda of the meeting, at least two (2) weeks prior to the meeting. The Coordination Unit prepares all materials and presentations for each meeting and disseminates these to Steering Committee members at least two (2) weeks prior to each meeting.

49. **Agenda for Meeting.** The Steering Committee meeting agenda will be developed by the Coordination Unit in consultation with the Steering Committee Chair and with inputs from

the Steering Committee. The Steering Committee will adopt the agenda for the meeting at the beginning of each meeting.

50. **Quorum for a Meeting.** A quorum for any meeting of the Steering Committee shall be two-thirds of the voting members.

51. **Meeting Minutes.** All decisions of the Steering Committee will be recorded in a summary of the Steering Committee meetings, prepared by the Coordination Unit and subject to the approval of the Chair. Steering Committee meeting minutes will be circulated to all members as soon as practicable for their review and approval.

52. **Decision Making.** The procedure by which the Steering Committee will make decisions is set out in the Governance Document (see paragraph 11 of the Governance Document). Decisions by the Steering Committee may be made at meetings, including through face-to-face, audio or video participation, or by email or other electronic communication media using a no objection procedure in lieu of a meeting as set out herein.

53. **No Objection Procedures.** If, in the judgement of the Coordination Unit, and in consultations with the co-Chairs, a decision must be taken by the Steering Committee that should not be postponed until the next regular meeting of the Steering Committee, but does not warrant a special meeting, the Coordination Unit may request for a decision by the Steering Committee on a no-objection basis. In such a case, the Coordination Unit shall, by email or such other electronic communication media, send to the Steering Committee an invitation, together with the supporting documentation, to review and approve the proposed decision. The invitation shall specify the no-objection deadline. The standard review period will be no less than 10 working days. If the Coordination Unit, in consultation with the co-Chairs, determines that it warrants additional time to address any question raised by a Voting Member in relation to the proposed decision, the Coordination Unit may, on an exceptional basis, extend the period prescribed in the invitation. At the expiration of the period prescribed, the decision shall be approved, unless the Coordination Unit has received any objection from any Voting Member. Following the end of the review period, the Coordination Unit will confirm the approval by email. Should an objection be received from any Voting Member and not retracted within the review period specified for the particular decision, the proposal is not considered approved. A decision that is not approved may be revised and resubmitted for consideration by the Steering Committee at a meeting or electronically at the decision of the Coordination Unit, in consultation with the co-Chairs. If a Voting Member objects for purposes of taking the decision at a physical meeting, the matter may be taken up at the subsequent Steering Committee meeting.

5. AMENDMENTS

54. **Operations Manual Amendments.** This Operations Manual may be amended by a decision of the voting members of the Steering Committee, provided that such amendments are subject to no-objection of the Trustee. All amendments shall be consistent with the terms

and conditions of the signed Contribution Agreements and Financial Procedures Agreements. In the event of any conflict between either the Contribution Agreements or the Financial Procedures Agreements and this Operations Manual, the provisions of the Contribution Agreements and Financial Procedures Agreements, as the case may be, prevail.

6. GLOSSARY

- a) **“Allocation”** means an amount of FIF funds allocated by the Steering Committee in accordance with the procedures set out in the Governance Document and the Operations Manual.
- b) **“Beneficiaries”** means any eligible country or any eligible entity that benefits from the GAFSP FIF through FIF-funded activities managed by a Supervising Entity to advance the objective of the GAFSP FIF.
- c) **“Co-Chair”** means each co-chair of the Steering Committee chosen from among the voting members of the Steering Committee in accordance with the Governance Document and this Operations Manual.
- d) **“Commitment”** means an amount of FIF funds committed by the Trustee based on an Allocation decision made by the Steering Committee.
- e) **“Contribution”** means the amount of funds made or to be made available to the FIF by any Contributor under a Contribution Agreement, as such amount may be supplemented through amendments to such Contribution Agreement from time to time.
- f) **“Contribution Agreement”** means the contribution agreement or arrangement, as the case may be, entered into or to be entered into between the Trustee and a Contributor in respect of the Contributor’s Contribution to the FIF.
- g) **“Contributor”** means an entity that provides any Contribution to the FIF.
- h) **“Coordination Unit”** means the Coordination Unit of the GAFSP FIF, established within the World Bank to support the day-to-day operations of the GAFSP FIF as set out in the Governance Document.
- i) **“End Approval Date”** or **“GAFSP End Approval Date”** means June 30, 2030 (as such date may be extended by a decision of the Steering Committee with the agreement of the Trustee), after which no new Funding Allocations may be approved by the Steering Committee.
- j) **“Financial Intermediary Fund”** or **“FIF”** means the trust fund established in the form of financial intermediary fund and administered by the World Bank.
- k) **“Financial Procedures Agreement”** or **“FPA”** means the financial procedures agreement entered into between the Trustee and a SE.

- l) **“Fiscal Year”** means the fiscal year of the World Bank from July 1 through June 30.
- m) **“GAFSP Activity”** means any project, program or activity for which an Allocation, excluding SE Fees, is made, based upon a final Proposal submitted by the SE.
- n) **“GAFSP Term”** means the period during which the Trustee may continue to transfer FIF funds to SEs, which is five (5) years (or such longer period as agreed by the Trustee) after the GAFSP End Approval Date.
- o) **“Governance Document”** means the GAFSP Governance Document, adopted by the Steering Committee on May 7th, 2024 as may be amended from time to time in accordance with its terms.
- p) **“IBRD”** means the International Bank for Reconstruction and Development.
- q) **“IDA”** means the International Development Association.
- r) **“Letter of Commitment”** means a letter sent by the Trustee to the SE in accordance with the FPA, indicating that the specified amount of FIF funds is committed by the Trustee in accordance with a decision of the Steering Committee and/or a cancellation of the previously made commitment of FIF funds.
- s) **“Voting Members”** means the decision-making participants of the Steering Committee as set out in the GAFSP Governance Document.
- t) **“Non-Voting Members”** means the non-decision-making participants of the Steering Committee as set out in the GAFSP Governance Document.
- u) **“Operations Manual”** means this Operations Manual, as may be amended from time to time in accordance with its terms.
- v) **“Regional Representative”** means voting members of the Steering Committee representing recipient countries.
- w) **“SE Trust Fund/Account”** means the trust fund or account, as applicable, established and administered by the SE for the purposes of receiving, holding and administering FIF funds transferred by the Trustee to the SE under the FPA.
- x) **“Steering Committee”** means the governing body of the GAFSP FIF as set out in the Governance Document.
- y) **“Supervising Entity”** or **“SE”** means an entity eligible to receive funding from the GAFSP FIF, and that has signed a Financial Procedures Agreement.
- z) **“SE Fees”** means the amount of Trust Fund resources allocated to the SE as a fee to cover the SE’s costs in respect of services performed by the SE in connection with the preparation of a Proposal and/or managing the SE Trust Fund/Account and a GAFSP Activity for which an Allocation is made.

aa) **“Trustee”** means the IBRD in its capacity as trustee of the FIF.