

CHARTER

REGIONAL CENTERS FOR LEARNING ON EVALUATION AND RESULTS (CLEAR)

Rationale and Objectives

Management for results requires governments to have the capacity to monitor, measure, and evaluate the performance of public programs. However, these capacities are extremely weak in many governments, imperiling the effective management of public programs and therefore the achievement of results. The Evaluation of the Implementation of the Paris Declaration (2008) and the subsequent Accra Agenda for Action (2008) both reinforce the need to improve partner countries' capacities for results measurement and evaluation. At the same time, the supply of appropriate, demand-driven, and cost-effective capacity building services is limited.

Description of the Program

The Regional Centers for Results-Based Management (RBM) and Monitoring and Evaluation (M&E) Capacity Program (henceforth referred to as "the Program") is a collaborative effort among donors and partner countries to strengthen the M&E capacity of partner countries for RBM. This goal will be achieved by supporting a demand-driven, relevant, and cost-effective supply of regional RBM and M&E capacity building services to government and others to enable them to conduct their M&E functions. The Program is expected to create a situation in which governments and civil society can access capacity development services through regional institutions located in partner countries, rather than relying on developed country institutions. Thus, a major benefit of this Program is expected to be building the *capacity to build RBM and M&E capacity* in partner countries.

The specific objectives of the Program are to:

- Select and support regional academic/training centers in sub-Saharan Africa, East Asia & Pacific, Latin America, and South Asia to provide demand-driven capacity building services in RBM and M&E on a regional basis (the "Centers"). Key principles underlying the selection of the Centers will be:
 - Demonstration of demand for services from public sector agencies and civil society
 - Articulation of a demand-based program of activities, with a business plan
- Provide a multi-regional forum for exchange of ideas, knowledge, and information on RBM and M&E systems and methods to enable practitioners (government and professionals) to learn from each other.

Program Activities

The Program will engage in three major sets of activities:

1. Select and support (through cash funding and technical assistance) regional academic/training institutions to establish Centers for RBM and M&E capacity building services. The Asia-pacific Finance and Development Center (AFDC) in China, which already has an existing program with the Independent Evaluation Group (IEG) of the World Bank, will be folded into the Program. The funding and technical assistance provided to the selected Centers will enable the Centers to strengthen their relationship with government agencies and civil society and provide a broad array of demand-based, relevant, and cost-effective regional capacity building services, which may include:

Training

Based on an assessment of demand for training from specific agencies in specific countries:

- Develop and deliver customized short- and long-term courses/seminars on RBM and M&E for specific audiences, including government officials, parliamentarians, civil society organizations, and donor staff
- Customize modules for mainstreaming into existing degree, diploma, or certificate courses and for training of trainers
- Develop and implement various modalities of learning, including e-learning and distance learning

Other Knowledge Services

- Establish or engage with a community of practice (CoP) for application of RBM and evaluation knowledge (e.g., a knowledge clearinghouse, an expert resource Center)
- Based on consultations with govt. agencies and civil society, develop and provide M&E-related knowledge services, such as organization of regional conferences and hosting websites and other fora for M&E networks

Advisory Services

- Provide research and advisory services through engagement in evaluations (and therefore learning by doing) and development of M&E systems with government agencies
2. The second component of the program will encompass multi-regional knowledge-sharing and peer-to-peer learning activities (including conferences, seminars, and

training events) focusing on a range of topics: government M&E and accountability systems, social monitoring, organizational performance management systems, and so on. It will also include technical work carried out in support of the program.

3. The third component of the program will support operations of the secretariat of the Program (the “Secretariat”) and management and administration of the program: support to the governing board of the Program (the “Board”) for partnership activities and administration of the trust fund established to support the program.

The Centers for Results-Based Management (RBM) and Monitoring and Evaluation (M&E) Capacity is envisioned as a two-phase Program, with the first phase encompassing the first five years, during which centers are expected to move toward self-financing. The Board may extend the Program into phase two, depending on a number of factors, including demand for the Program’s activities and the success of the Program as evidenced through an evaluation.

Governance of the Program

The governance structure of the Program will comprise the Board and the Secretariat at the Program level and regional advisory committees at the Center level (one for each region: East Asia & Pacific, Africa, Latin America, and South Asia) (the “Regional Advisory Committees”). The terms of reference for each of these bodies are attached in Annex A to this Charter.

Selection of the Centers

The candidate Centers will be screened and shortlisted against a set of criteria agreed upon by the Board. Key criteria will include the potential Center’s assessment of, and response to, the specific demand for RBM and M&E capacity building services in its region. The Secretariat will short-list the institutions and the Board will make the final selection decisions.

Funding

The Program will rely on direct cash funding from donors, as well as in-kind support provided by the partner countries, institutions, and the Bank. Each donor contributing cash-funding to the Program will enter into a trust fund agreement (“Administration Agreement”) with the Bank. Donor funds will be managed and administered by the Secretariat, based on the Administration Agreements and Board decisions. The majority of these funds will be recipient-executed and will be allocated directly to the selected Centers. A small portion of the funds will be used for multi-regional activities and Secretariat and Board functions.

Monitoring and Evaluation

The Program will be subject to regular monitoring and reviews by the Board. The selected Centers will submit annual reports to the Board through the Secretariat, and the Secretariat will compile an Annual Program Report summarizing Program financial and operational performance (which will also be submitted to all donors to the Program). The Board will also commission independent mid-term and final audits and evaluations. The Board will ensure the independence of the audits and evaluations by appointing external and independent consultants or firms. The Secretariat will only provide administrative support to the evaluation as necessary, such as providing temporary office space as needed by the consultants and assigning a staff member to facilitate the work of the evaluation team by such things as (a) providing key documents, (b) facilitating contacts with Program constituents and members of the governing body, and (c) facilitating access to local videoconference facilities. The M&E function will also comply with the World Bank's fiduciary and reporting requirements.

Communications and Outreach

The Secretariat will maintain a Program website which will provide information regarding the Program, including lessons learned, and serve as a platform exchanging information among the Centers. The Secretariat will also play an active role in knowledge-dissemination regarding the Program through conferences, workshops, and meetings with potential partners.

Collaboration with Other Programs Related to RBM and M&E

Through the Centers, the Program will collaborate, as appropriate, with a number of initiatives that are addressing critical aspects of RBM to further the impact of its work. These include, for example, statistical capacity building, M&E communities of practice and networks, and impact evaluation initiatives, such as the 3IE.

Miscellaneous

This Charter will become effective upon its adoption by the first of the Donors to enter into an Administration Agreement with the Bank on the basis of the form of the Charter attached to such Administration Agreement. Amendments to this Charter may be made by the Board in accordance with the terms of this Charter and will become applicable to the Administration Agreements as such amendments take effect without further need to amend the Administration Agreements, provided that such amendments do not conflict with Bank policies and procedures and provided further that in the event of any conflict with any Administration Agreement, the terms of such Administration Agreement will prevail. Any amendments to the Charter will be directed through the Secretariat for review and confirmation prior to consideration by the Board.

TERMS OF REFERENCE FOR THE GOVERNING BOARD

The Board constitutes the main decision making body for the Program. The Board will set broad policy directions and goals for the Program and consider the Secretariat's recommendations regarding the work program and annual budget. It will also oversee the activities of the Program.

Specifically, the Board will be responsible for:

1) Providing strategic direction to the Program

- Defining the TORs for the Regional Advisory Committees
- Deciding on the selection process and selection criteria for the Regional Centers (the "Centers")
- Creating ad-hoc expert panels to provide advice to the Board regarding the Program (e.g., defining the criteria and processes for selecting the regional centers)
- Selecting the Centers and approving their respective Trust Fund-funded work programs and business plans (including confirmation of the Regional Advisory Committee members)
- Approving the annual budget of the Program and distributions among Centers and multiregional activities
- Setting membership criteria and procedures of the expanded Board and potentially making adjustments to such criteria, procedures or overall Board composition
- Amending the Charter by consensus, subject to the terms of the Charter, the Administration Agreements and Bank policies and procedures
- Determining the scope and direction of the Program beyond the initial five years
- Developing and approving a results-framework for the Program within the first year of its operation

2) Reviewing Program progress and effectiveness

- Conducting yearly reviews of the Program's and the Centers' accomplishments and work-program based on annual reports (covering financial and operational performance); the Secretariat will provide the reports.
- Commissioning independent evaluations and audits to determine the Program's effectiveness and impact. The Board will ensure the independence of the audits and evaluations by appointing external and independent evaluators and auditors

3) Communications and outreach

- Communicating regarding the Program with external stakeholders and audiences
- Raising funding for the Program

Size and Composition

Initially, the Board will comprise members representing donors contributing US\$1 million or more per year; one rotating seat for those contributing less than US\$1million; IEG; and the Bank's two regional VPUs (for the first two years for regional donor representation). The organizations will designate their representatives. Donors contributing less than US\$1million per year will decide who among them will be their representative on the Board. It is expected that Board membership will later be expanded to include additional members representing senior government officials from partner countries (one from each region in which the selected Centers are located, based on biennial rotation among participating countries), after the Board establishes a procedure for government representation.

Appointment and Tenure of Members

Board members will serve for a period of two years, which may be extended, based on compliance with agreed membership criteria. The non-donor members of the Board will be invited by the Board for a similar period of a two-year renewable term. The Board will be chaired by the Bank.

It is anticipated that membership on the Board may need to change as more donors and more regions enter the Program. If the need arises, the Board will discuss the procedures to expand or change its membership, either to replace an existing member who is no longer able to participate, to help address new issues, or to represent new stakeholders. All changes to Board membership will be guided by an agreed-upon criteria and procedures for selecting members of the Board.

Management of Business

The Board will meet at least once a year, but business may also be carried out virtually and in sub-groups. The Board's conclusions and decisions will be reached by consensus. The Chair may invite participation from the non-Board members of the Regional Advisory Committees, as well as from the Centers. The Board members will not be compensated for their time through the Program's funds. Donors will bear the costs of their members' Board-related activities. However, travel costs for the non-donor members and other invitees will be borne by the Program.

The Board's operations will be supported by a Secretariat, housed at the Bank.

TERMS OF REFERENCE FOR THE REGIONAL ADVISORY COMMITTEES

Each Regional Center will appoint a Regional Advisory Committee (RAC), the membership of which will be subject to approval by the Board. The Regional Advisory Committees (RACs) will serve in an advisory capacity to the Centers and will contribute their knowledge of regional/country needs and demands for developing and implementing the regional programs. Upon request, RACs will also provide advice to the Board regarding the Program's strategic directions, particularly as they pertain to regional issues.

Specifically, the RACs will be responsible for:

- 1) Providing guidance to the Centers on their work program
 - Providing knowledge on the needs and demands for RBM and M&E capacities in their regions and/or specific countries
 - Providing advice regarding the content of the Centers' work program
 - Guiding the Centers regarding effective methods for delivering capacity building services in the region
- 2) Providing guidance to the Centers on implementation issues
 - Identifying opportunities for partnerships with other institutions in the regions
 - Identifying individuals or organizations that could help design and deliver capacity building in the region

Size and Composition

Each RAC will comprise about six members. RACs will include stakeholder representatives from:

- Civil society (one representative)
- Professional association (one representative)
- Academia – a well-known M&E professional working in the region (one representative)
- Government representatives (two representatives)
- Donor representative (one representative based on interest, contribution to the Program, and presence on the ground)
- The Bank's regional VPU (one representative)

One government membership (and potentially the donor membership) will overlap with that of the Board. The Regional VPU representative membership could also overlap with that of the Board, if the VPU is on the Board. The Professional Association and Academic memberships may be represented by the same individual. The RAC will be chaired by one of the government representatives.

Appointment and Tenure of Members

The Centers will propose their RAC members for approval by the Board, as part of their work Program plans. The RAC members will serve for two-year renewable terms.

The RACs will meet annually. Members' travel costs will be borne by the Centers from the administrative portion of their grants. Donor representatives on the advisory committees will fund their own costs. The RAC members will not be compensated for their time. If members are invited for Board meetings, the travel costs will be paid for by the Program funds held centrally by the Secretariat.

Reporting and Accountability

RAC decisions will be based on consensus. RAC business may also be carried out virtually and in sub-groups. Minutes of the RACs' meetings and RAC's recommendations will be recorded by the Centers and submitted to the Board with their annual reports.

TERMS OF REFERENCE FOR THE SECRETARIAT

The Secretariat will be responsible for the day-to-day administration of the Program, based on the Board's guidance and decisions. It will report directly to the Board's Chairperson. The Secretariat will be housed at the Independent Evaluation Group (IEG) of the Bank, and staffed with Bank staff and secondees from donor and partner governments.

The specific areas of responsibilities will be as follows:

- 1) Administration of the Program, based on the Board's decisions
 - Organizing Board meetings and supporting other Board activities
 - Preparing and submitting an annual report to the Board (and to all donors) on the Program's financial and operational performance,, including each Center's annual report
 - Monitoring the Program's activities and work program
 - Providing and coordinating technical assistance to the Centers
 - Reviewing and confirming proposed amendments to the Charter
 - Maintaining and distributing clear records of amendments to the Charter
 - Other activities required by the Board

- 2) Managing the selection of the Centers
 - Preparing a selection process and criteria for the Centers ("Selection Process and Criteria") and presenting it to the Board for their discussion, modification and approval
 - Managing the preparatory activities (i.e., diagnosis of regional M&E supply institutions, analysis of how the current initiative relates to other programs such as statistical capacity building, MfDR CoPs, and 3IE) to get the Program activities started
 - Managing the solicitation, screening, and reviewing of proposals for selecting the Centers, in accordance with the "Selection Process and Criteria" approved by the Board

- 3) Organizing and delivering the global component of the Program
 - Designing and delivering the global aspects of the Program (training, conferences, knowledge-exchange programs, knowledge products and curriculum materials)
 - Organizing annual events with all Centers

- 4) Coordinating communications and outreach
 - Managing partner relations

- Maintaining effective relationships with other potential donors, partner country governments, research and academic institutions, evaluation associations, communities of practitioners, local academics and NGOs, and other stakeholders
- Managing the general internal and external communications
- Maintaining a Program website

The Secretariat will be housed in IEG for the first phase (first five years) of the Program. The Bank will contribute facilities and staff time to the Secretariat. After the first five years, the location and staffing of the Secretariat will be reviewed to assess whether it could be moved to a partner country location.

ANNEX 2

Standard Provisions Applicable to the Multi-Donor Trust Fund for Regional Centers for Learning on Evaluation and Results

This Annex shall be applicable to and form an integral part of all agreements entered into between the Bank and the Donors that provide Contributions to be administered by the Bank for 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 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 Agreement shall be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

1.2. The Contribution 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 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 Charter of the United Nations. The Donor acknowledges 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 the Donor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.

2. Commingling, Exchange and Investment of the Contributions

2.1. The Contributions shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The Contributions may be commingled with other trust fund assets maintained by the Bank.

2.2. The Contributions may be freely exchanged by the Bank into other currencies as may facilitate their disbursement.

2.3. The Bank shall invest and reinvest the Contributions pending their disbursement in accordance with the Bank's 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. Administrative Cost Recovery

3.1. In order to assist in the defrayment of the costs of administration and other expenses incurred by the Bank under this Agreement, the Bank may deduct from the Contribution and retain for its own account an amount equal to three percent (3%) of each Contribution. In addition, costs for program management up to a maximum of US\$41,838 will be charged to the Trust Fund on an actual basis. If the contributions increase beyond what was originally expected at the time of counter-signature of the first administration agreement, and the administrative costs increase as a result, the Donors acknowledge that an additional administrative fee may be applied to such new contributions.

4. Grants to Recipients

4.1. The Bank shall, as administrator of the Trust Fund on behalf of the Donors, enter into grant agreements (the "Grant Agreements") with eligible recipients (the "Recipients") consistent with the purposes and terms of this 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. Upon request by a Donor, the Bank shall furnish a copy of the Grant Agreements to the Donors.

4.2. Subject to the consent of the Recipients, representatives of the Donors may be invited by the Bank to participate in Bank supervision missions related to the Trust Fund.

4.3. 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.

5. Procurement

5.1. For Recipient-executed activities, the Grant Agreements shall provide that the Contributions shall be used by the Recipients to finance expenditures for goods and services, as the case may be, in accordance with the Bank's Guidelines on "Procurement under IBRD Loans and IDA Credits" and the Bank's Guidelines on the "Selection and Employment of Consultants by World Bank Borrowers", as in effect at the date of entry into the respective Grant Agreements.

5.2. For Bank-executed activities, the employment and supervision of any consultants and the procurement of any goods financed by the Contributions shall be the responsibility of the Bank and shall be carried out in accordance with its applicable policies and procedures.

6. Accounting and Financial Reporting

6.1. The Bank shall maintain separate records and ledger accounts in respect of the Contributions deposited in the Trust Fund account and disbursements made therefrom.

6.2. The Bank shall furnish to the Donors current financial information relating to receipts, disbursements and fund balance *in the holding currency* of the Trust Fund 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* of the Trust Fund with respect to the Contributions will be made available to the Donors via the World Bank's Trust Funds Donor Center secure website.

6.3. The Bank shall provide to the Donors, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (1) 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 (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 shall be borne by the Bank.

6.4. 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 paid by the requesting Donor.

6.5. The Bank shall provide the Donors with copies of all financial statements and auditors' reports received by the Bank from the Recipients pursuant to the Grant Agreements.

7. Progress Reporting

7.1. The Bank shall provide the Donors with an annual report on the progress of activities financed by the Contributions. Within six (6) months of the final disbursement date specified in paragraph 8.1, the Bank shall furnish to the Donors a final report on the activities financed by the Trust Fund.

7.2. Any Donor may review or evaluate activities financed by the Trust Fund. 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 its policies and procedures. All associated costs 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.

8. Disbursement; Cancellation; Refund

8.1 It is expected that the Contributions will be fully disbursed by the Bank by March 31, 2015. The Bank shall only disburse Contributions for the purposes of this Agreement after such date with the written approval of the Donors.

8.2 Any Donor or the Bank may, upon three (3) months' prior written notice, cancel all or part of the Donor's pro rata share, of any remaining balance of the Contributions that is not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purposes of this Agreement prior to the receipt of such notice, including the Grant Agreements.

8.3 Following the final disbursement date specified in paragraph 8.1, the Bank shall return any remaining balance of the Contributions to the Donors on a pro rata basis based on the Donors' paid Contributions. In the event of a cancellation the Bank shall promptly return to the relevant Donor or Donors, the Donor's pro rata share of uncommitted Contributions in accordance with paragraph 8.2.

9. Disclosure

The Bank may disclose this Agreement and information on this Trust Fund in accordance with the Bank's policy on disclosure of information, in effect at the time of such disclosure. By entering into this Agreement, Donors consent to disclosure of this Agreement and information on this Trust Fund.