AMENDED AND RESTATED FINANCIAL PROCEDURES AGREEMENT

between

THE AGENCE FRANÇAISE DE DÉVELOPPEMENT

Acting as a Grant Agent for

THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

and

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

as Trustee of

THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

Dated March 10, 2017

AMENDED AND RESTATED FINANCIAL PROCEDURES AGREEMENT

AMENDMENT AND RESTATEMENT, dated March 10, 2017 of the Financial Procedures Agreement, dated June 21, 2013, between the International Bank for Reconstruction and Development (the "World Bank"), acting as Trustee (the "Trustee") of the Global Partnership for Education Fund (the "Trust Fund"), and the Agence Française de Développement, acting as Grant Agent under the Trust Fund (the "Grant Agent" and together with the Trustee, the "Parties" and each a "Party").

PREAMBLE

WHEREAS, the Trust Fund has been established through Contribution Agreements/ Arrangements (as such term is defined below);

WHEREAS, the Contribution Agreements/Arrangements provide that, subject to the availability of applicable funds held in the Trust Fund as determined by the Trustee, the Trustee shall make commitments, transfer and/or use the Trust Fund funds for any purpose approved and in the amount allocated by the Board of Directors (as such term is defined below) and that the Trustee shall commit the amount of the Trust Fund funds allocated by the Board of Directors and transfer such amounts to the Grant Agents in accordance with the Financial Procedures Agreements/Arrangements or the Financial Procedures Memorandum (as such terms are defined in the Global Partnership for Education Fund Governance Document);

WHEREAS, pursuant to the Global Partnership for Education Fund Governance Document, the Board of Directors (a) approves all Allocations (as such term is defined below) in support of all country-level and global and regional level activities, and (b) with respect to a proposal submitted to the Board of Directors seeking Trust Fund funds for an activity, approves the Grant Agent for such proposal, in consultation with the Trustee;

WHEREAS, the Board of Directors, in consultation with the Trustee, may from time to time approve the Agence Française de Développement as a Grant Agent for Allocations from the Trust Fund based on Proposals; and

WHEREAS, the Agence Française de Développement and the Trustee now wish to enter into this Financial Procedures Agreement (the "Agreement") to establish standard terms and conditions that will, unless otherwise mutually agreed upon, apply to the commitment, transfer and management of Trust Fund funds allocated to Agence Française de Développement as Grant Agent by the Board of Directors.

NOW, THEREFORE, the Trustee and the Agence Française de Développement as Grant Agent hereby agree as follows:

1. DEFINITIONS

Section 1.1. Unless the context otherwise requires, the several terms defined in the Preamble to this Agreement shall have the respective meanings set forth therein and the following additional terms shall have the following meanings:

> "**Activity**" or "**Activities**" means an activity, a set of activities or a part thereof, which could include Agency Fees and Supervision Allocations where applicable, to be financed with funds from the Trust Fund, as approved by the Board of Directors, or on its authority, based upon a Proposal.

"**Agency Fees**" means the fees charged by the Grant Agent and agreed to by the Board of Directors in order to assist in the defrayment of administrative and other costs incurred in connection with the management and administration of Cash Transfers.

"**Allocation**" means the portion of the Trust Fund funds that has been approved by the Board of Directors, or on its authority, for allocation to Activities.

"**Authorized Officer**" means a person who is authorized to sign in the name and on behalf of the Grant Agent for the purposes of this Agreement.

"**Board of Directors**" means the Board of Directors of the Global Partnership for Education, as described in the Charter.

"**Cash Transfer**" means the Trust Fund funds transferred to the Grant Agent in accordance with this Agreement.

"**Cash Transfer Request**" means a request submitted by the Grant Agent to the Trustee for a Cash Transfer for an Allocation or Allocations.

"**Charter**" means the Charter of the Global Partnership for Education adopted by the Board of Directors, as may be amended from time to time in accordance with its terms, which establishes the governance arrangements and roles and responsibilities of the partners in the Global Partnership for Education.

"**Contribution**" means the funds provided and to be provided by a Contributor to the Trust Fund, as specified in the Contribution Agreement or Arrangement, and "**Contributions**" means the aggregate of all the funds provided and to be provided to the Trust Fund.

"**Contribution Agreement/Arrangement**" means any agreement or arrangement between the Trustee and a Contributor setting forth specific terms for the receipt and use of a Contribution.

"**Contributor**" means any country (including any ministry and agency thereof) or, if agreed to by the Board of Directors and the Trustee, such other public or private entity that provides a Contribution to the Trust Fund.

"**Developing Country Partner**" means a country (i) that receives Trust Fund funds from a Grant Agent through a Grant Agreement, or (ii) on whose behalf a Grant Agent implements an Activity.

"**Dollars**" or "**$**" means dollars in the currency of the United States of America.

"**Fiscal Year**" means, for purposes of the Global Partnership for Education Fund, the twelve-month period beginning July 1 and ending June 30.

"**Global Partnership for Education**" means the global partnership formerly known as the Education for All Fast-Track Initiative, established in 2002, of developing and donor countries, agencies, civil society organizations, the private sector, private foundations and

other development stakeholders, with the aim of accelerating progress toward the Education for All goals.

"**Global Partnership for Education Fund Governance Document**" means the document adopted by the Board of Directors, in consultation with the Trustee, that establishes the operational and decision-making procedures of the Trust Fund, as may be amended by the Board of Directors from time to time in consultation with the Trustee.

"**Grant Agent**" means the Agence Française de Développement in its capacity as Grant Agent under this Agreement.

"**Grant Agreement**" means an agreement or other arrangement entered into between a Grant Agent and a Developing Country Partner or other entity in respect of an Activity.

"**Letter of Commitment**" means a letter from the Trustee to the Grant Agent confirming the commitment of an Allocation to the Grant Agent.

"**Letter of Commitment Cancellation**" means a letter from the Trustee to the Grant Agent confirming the cancellation of the commitment of Trust Fund funds to the Grant Agent.

"**Misuse of Funds Policy**" means the Policy and Communications Protocol on Misuse of GPE Trust Funds approved by the Board of Directors on June 7-8, 2012, as may be amended from time to time.

"**Proposal**" means any proposal submitted to the Board of Directors seeking Trust Fund funds for an Activity or Activities.

"**Secretariat**" means the unit established within the World Bank to support the work of the Board of Directors and the Global Partnership for Education, as described in the Charter.

"**Supervision Allocation**" means the portion of the Trust Fund allocated to the Grant Agent to offset costs associated with supervising an Activity.

2. GRANT AGENT ACCOUNT

Section 2.1. The Grant Agent shall keep the Cash Transfers, excluding those for Agency Fees, separate and apart from the other funds of the Grant Agent in one or more dedicated accounts pending their use for the purposes for which the Allocation has been approved by the Board of Directors or on its authority. The Grant Agent shall maintain separate records and ledger accounts in respect of the Cash Transfers in such dedicated account or accounts and disbursements made therefrom.

3. COMMITMENT OF FUNDS BY THE TRUSTEE

Section 3.1. Commitments are always subject to availability of resources in the Trust Fund.

Section 3.2. Unless otherwise agreed between the Trustee and the Grant Agent, the following procedures shall apply to the commitment of an Allocation by the Trustee to the Grant Agent.

(a) Once the Secretariat has notified the Trustee of (i) the approval by the Board of Directors, or on its authority, of an Allocation or Allocations to the Grant Agent, and (ii) the amount the Board of Directors, or on its authority, has instructed the Trustee to commit in respect of such Allocation(s), the Trustee shall commit Trust Fund funds in the amount so notified by the Secretariat.

(b) The Trustee shall confirm the commitment of funds to the Grant Agent on a monthly basis, or such other frequency as the Trustee and the Grant Agent may agree upon, by means of a Letter of Commitment substantially in the form attached to this Agreement as **Annex A**.

Section 3.3. The amount of the Trust Fund funds committed by the Trustee to the Grant Agent may be adjusted as follows:

(a) In the event that the Secretariat has notified the Trustee that an Allocation should be decreased in full or in part as a result of a subsequent cancellation by the Board of Directors of all or a portion of such Allocation after the Trustee has committed the funds to the Grant Agent under Section 3.2(a) above, the corresponding amount of funds committed by the Trustee pursuant to Section 3.2(a) above shall be cancelled to reflect such decrease.

(b) In the event that the Grant Agent has notified the Trustee, pursuant to Section 10.2 below, that an Allocation or Allocations have been decreased as a result of a subsequent cancellation by the Grant Agent of all or a portion of such Allocation after the Trustee has committed the funds to the Grant Agent for such Allocations under Section 3.2(a) above, the corresponding amount of funds committed by the Trustee pursuant to Section 3.2(a) above shall be cancelled to reflect such decrease.

(c) In the event that there are any unused funds from Allocations (excluding Agency Fees) for which no further expenses will be incurred or disbursements are due to be made by the Grant Agent, the amount of funds committed by the Trustee pursuant to Section 3.2(a) above to the Grant Agent shall be revised to reflect the amount of unused funds recorded by the Grant Agent. Such reduction shall be made based on the information provided by the Grant Agent pursuant to Section 10.2 below.

(d) The Trustee shall confirm to the Grant Agent the cancellation of the Allocation previously committed by the Trustee by means of a Letter of Commitment Cancellation substantially in the form attached to this Agreement as **Annex B**.

(e) No cancellation by the Trustee shall apply to amounts of the Allocation subject to outstanding financial obligations and liabilities incurred in the implementation of Activities related to such Allocation prior to the date of receipt by the Grant Agent of notice of the Board of Directors' decision to cancel such Allocation or a part thereof.

4. TRANSFER OF FUNDS BY THE TRUSTEE

Section 4.1. Cash Transfers are always subject to availability of resources in the Trust Fund. The following procedures shall apply to the transfer of Trust Fund funds by the Trustee to the Grant Agent for Allocations.

(a) *Conditions to be met*: The Grant Agent may request a Cash Transfer after a commitment of Trust Fund funds by the Trustee pursuant to Section 3.2(a) above. The Cash Transfer Request by the Grant Agent shall be submitted to the Secretariat for its review and submission to the Trustee in accordance with Sections 4.1(b) and (c) below.

(b) *Frequency of Cash Transfer Request*: After the approval of each new Allocation and, subsequently, every twelve (12) months (or at such other frequency as the Secretariat, in consultation with the Trustee, and the Grant Agent may mutually decide), the Grant Agent shall submit, by email, facsimile or as otherwise agreed with the Trustee, a Cash Transfer Request to the Secretariat for its review and submission to the Trustee.

(c) *Content of each Cash Transfer Request*: Each Cash Transfer Request shall be substantially in the form attached to this Agreement as **Annex C**, signed by an Authorized Officer, and shall indicate:

(i) The projected cash requirements for an Allocation or Allocations, excluding Agency Fees, for a twelve-month period (or such other period as the Secretariat, in consultation with the Trustee, and the Grant Agent may mutually decide) following the date of the Cash Transfer Request;

(ii) A statement of the net cash position (net cumulative Cash Transfers received from the Trustee for Allocations, excluding Agency Fees, less net cumulative expenditures and/or disbursements by the Grant Agent for Allocations, excluding Agency Fees, from the dedicated account or accounts referred to in Section 2.1) as of the date of the request; and

(iii) The amount of funds requested for Agency Fees, which shall not exceed the cumulative amount for Agency Fees committed by the Trustee less the amount previously transferred to the Grant Agent.

(d) *Amount of funds in Cash Transfer Request*: The amount of funds requested by the Grant Agent in each Cash Transfer Request shall be based on the twelve-month projections (or such other period as the Secretariat, in consultation with the Trustee, and the Grant Agent may mutually decide) referred to in Section 4.1(c)(i) above and the amount for Agency Fees referred to in Section 4.1(c)(iii) above, less the net cash position referred to in Section 4.1(c)(ii) above.

(e) *Verification by the Trustee of the Cash Transfer amount*: Upon receipt of a Cash Transfer Request, the Trustee shall verify that the amount requested does not exceed the net cumulative commitments by the Trustee less the net cumulative Cash Transfers transferred by the Trustee to the Grant Agent. Upon such verification, the Trustee shall transfer to the Grant Agent the amount of funds requested by the Grant Agent in each Cash Transfer Request.

Section 4.2. Cash Transfers from the Trustee to the Grant Agent shall be made by crediting the amount to the depository account or accounts specified by the Grant Agent as notified to the Trustee from time to time. The Trustee shall notify the Grant Agent of each such transfer.

5. USE OF FUNDS

Section 5.1. Upon completing a Cash Transfer, the Trustee shall have no responsibility, fiduciary or otherwise, for the use of such funds or for Activities carried out therewith. The Grant Agent shall use the funds transferred to it under this Agreement for the purpose for which they have been provided.

Section 5.2. Subject to the terms of this Agreement, the Grant Agent shall invest all funds in the dedicated account or accounts referred to in Section 2.1 above pending their expenditure and/or disbursement in accordance with the guidelines and policies of the Grant Agent concerning the investment of funds in respect of which it acts as trustee. The Grant Agent may convert all funds received by it under this Agreement into other currencies to facilitate their administration but shall not be entitled to receive any additional funding from the Trust Fund if funds received prove insufficient to complete Activities as a result of exchange rate fluctuations. The Grant Agent may notify the Board of Directors if Trust Fund funds are insufficient to implement Activities for which an Allocation has been made, as the result of exchange rate fluctuations.

Section 5.3. The Trustee shall have no responsibility for collection of funds due to the Grant Agent from the Developing Country Partner or any other entity receiving Trust Fund funds under a Grant Agreement with the Grant Agent, or due to a Grant Agent from any other entity under any Activity for which there is an Allocation. When the Grant Agent has received any unused funds, the Grant Agent shall report and return such funds to the Trust Fund in accordance with Section 6 below.

Section 5.4. (a) The Grant Agent recognizes that, in accordance with the Misuse of Funds Policy, the Board of Directors' approval of the Grant Agent reflects the Board of Directors' assessment that the Grant Agent has policies and procedures to mitigate the risk of misuse of funds, as such misuse is defined in the Misuse of Funds Policy, and to address misuse should it occur. The Grant Agent confirms that these policies and procedures shall be fully applied and that the protocol set out in paragraphs 3.c.ii, 9, 10 and 11 of the Misuse of Funds Policy shall be observed with regard to each Allocation. In addition, any investigation conducted by the Grant Agent may, where appropriate, involve a referral to law enforcement authorities. The Grant Agent shall also cooperate, in accordance with its policies and procedures, with all investigations by law enforcement authorities into possible fraud.

(b) In the event that the Board of Directors notifies the Trustee through the Secretariat that the Board of Directors has determined, following consultation with the Grant Agent, that Cash Transfers have been used in a manner inconsistent (i) with the terms of this Agreement, or (ii) with the applicable decisions of the Board of Directors, due to the action and/or gross negligence and/or willful misconduct on the part of the Grant Agent, the Secretariat shall notify the Grant Agent in writing that (i) or (ii) above has occurred and request the Grant Agent to remedy or cause such event to be remedied within thirty (30) calendar days of the notification by the Secretariat. If, following receipt of the Secretariat notification referred to above, the Grant Agent fails to remedy or cause such event to be remedied within the specified time period to the

satisfaction of the Board of Directors, the Trustee, at the instruction of the Board of Directors, shall withhold transfers to the Grant Agent, suspend any further commitment under the relevant Allocation, and require the Grant Agent promptly to return such funds to the Trustee or as otherwise instructed by the Board of Directors. If the misuse of funds was due to the action of a third party, the Grant Agent shall take the necessary actions within its control to address the matter, including (i) observing the communications protocol set out in paragraphs 3.c.ii, 9, 10 and 11 of the Misuse of Funds Policy, and (ii) in accordance with its policies and procedures, using reasonable efforts to recover such Cash Transfers from such third party and return such recovered funds to the Trustee; it being understood that the Grant Agent shall not be required to return any such funds which are not so recovered.

Section 5.5. The Grant Agent agrees that the Contributors, as third-party beneficiaries, shall have the right to seek recourse against the Grant Agent with respect to any unmet or breached obligations of the Grant Agent stated in this Agreement.

Section 5.6. In the event the Contributors have the right to seek recourse against the Grant Agent pursuant to Section 5.5 above, the Trustee may (i) assign its rights under this Agreement to the Contributors or their representative, and (ii) novate its obligations under this Agreement to the Contributors or their representative and the Grant Agent irrevocably consents to such assignment and novation by the Trustee.

Section 5.7. (a) The Grant Agent may invite the Contributors to participate in its supervision missions related to the Activities funded by Trust Fund funds.

(b) If any Contributor wishes to request to review or evaluate the activities of the Grant Agent funded by the Trust Fund:

(i) where arrangements between the Grant Agent and such Contributor on the conduct of reviews, evaluations or verifications exist, the Grant Agent shall allow the competent bodies of the Contributor to conduct such review, evaluation or verification of the use made of the Contribution in accordance with such arrangements, provided that all associated costs will be borne by the Contributor, unless otherwise agreed; or

(ii) where no such arrangements between the Grant Agent and such Contributor exist, the Contributor and the Grant Agent will agree on the scope and conduct of such review or evaluation, and the Grant Agent will provide all relevant information within the limits of its policies and procedures, provided that all associated costs will be borne by the Contributor, unless otherwise agreed; and

(iii) if more than one Contributor wishes to request to review or evaluate the activities of the Grant Agent funded by the Trust Fund, such Contributors shall endeavor to act jointly through the Contributors' representative.

It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Allocation, unless otherwise agreed.

6. DISBURSEMENT OF FUNDS

Section 6.1. Implementation (and continuation of implementation) of Activities by the Grant Agent shall be dependent upon the receipt by the Grant Agent of Cash Transfers in accordance with this Agreement. Disbursement of funds from the Grant Agent to other entities shall be made in accordance with the rules and policies and applicable disbursement procedures of the Grant Agent.

Section 6.2. Unused funds from Allocations (excluding Agency Fees) for which no further disbursements are due to be made shall be held by the Grant Agent (following, when relevant, their return to the Grant Agent by the Developing Country Partner or other entity) in the dedicated account or accounts referred to in Section 2.1 above; provided, however, that any such funds held by the Grant Agent shall be reflected in the net cash position referred to in Section 4.1(c)(ii) above, so that the amount of the unused funds shall be taken into account to determine the amount of Cash Transfers to the Grant Agent (excluding those for Agency Fees). The Grant Agent shall maintain a record of any such unused funds and report to the Trustee pursuant to Section 10.2 below. Any unused funds reported by the Grant Agent shall be reflected in cancellation of commitments by the Trustee pursuant to Section 3.3(d) above.

Section 6.3. Notwithstanding Section 6.2 above, upon the request of the Trustee, the Grant Agent shall return to the Trust Fund, to such account as the Trustee may designate, any unused funds from Allocations, excluding Agency Fees held by the Grant Agent.

7. INVESTMENT INCOME

Section 7.1. Income earned on the investment of Cash Transfers to the Grant Agent (except for income earned on the investment of Trust Fund funds transferred as Agency Fees and Supervision Allocations) shall be held by the Grant Agent in the dedicated account or accounts referred to in Section 2.1 above until the Trustee requests the Grant Agent to return it to such account as the Trustee may designate. The Grant Agent shall maintain a record of any such income and report to the Trustee pursuant to Section 10.2 below.

Section 7.2. Income earned on the investment of Trust Fund funds transferred as Agency Fees or Supervision Allocations may be retained by the Grant Agent for its own account and is not required to be reported or returned to the Trustee.

8. STANDARD OF CARE

Section 8.1. The Grant Agent shall exercise the same degree of care and diligence in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own resources. Subject to the terms of this Agreement, the Grant Agent shall do any and all such acts as may be necessary or appropriate for the proper administration of the dedicated account or accounts referred to in Section 2.1 above, and shall be accountable to the Board of Directors for the use of Trust Fund funds and delivery of Activities financed by such funds.

Section 8.2. The Grant Agent shall be responsible for the use of Cash Transfers and the Activities carried out therewith in accordance with (i) its policies and procedures (including those related to eligible expenditures, employment and supervision of consultants and the procurement of goods and works and its framework to combat fraud and corruption), and (ii) the applicable decisions of the Board of Directors, including the purpose for which the specific Allocations have been approved by the Board of Directors, or on its authority.

Section 8.3. Any Grant Agreement that the Grant Agent enters into with a Developing Country Partner or other entity shall provide that:

(a) if the Grant Agent determines that Trust Fund funds are used in a manner inconsistent with the Grant Agreement, the Developing Country Partner or other entity shall promptly refund the Trust Fund funds to the Grant Agent and the Grant Agent shall promptly return such funds to the Trust Fund; and

(b) the Grant Agent shall only be obligated to make funds available under the Grant Agreement to the extent it has received funding from the Trustee, and neither the Grant Agent nor the Trustee shall have any personal liability to the Developing Country Partner or other entity for any shortfall in funding under the Grant Agreement.

Section 8.4. Recognizing the obligations of the Contributors under various United Nations Security Council Resolutions and the Contributors' intent that the Trust Fund funds not be used to finance terrorists, the Grant Agent:

(a) shall use reasonable efforts, consistent with its policies and procedures, to ensure that the Trust Fund funds provided to it by the Trustee are used for their intended purposes and are not used for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the Grant Agent's knowledge or belief, is prohibited by a resolution, action or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, and are not diverted to terrorists or their agents; and

(b) acknowledges that the Trustee reserves the right to withhold any transfer of funds to the Grant Agent under this Agreement if a resolution, action or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits or restricts, in the Trustee's determination, a member State of the United Nations to make a payment to the Grant Agent.

The Grant Agent shall include provisions corresponding to sub-paragraph (a) above in any Grant Agreement that it enters into with a Developing Country Partner or other entity.

9. VERIFICATION

Section 9.1. For the purposes of verifying amounts in connection with the commitment and transfer of Trust Fund funds by the Trustee under this Agreement, the Trustee shall rely upon the information provided in writing to the Trustee by the Secretariat or by the Grant Agent as appropriate, and shall use such information to verify the information provided by the Grant Agent as necessary.

10. RECORDS AND REPORTING

Section 10.1. Unless the Trustee and the Grant Agent agree otherwise, all financial accounts and reports related to the Trust Fund funds shall be expressed in Dollars.

Section 10.2. The Grant Agent shall provide the following information to the Trustee, prepared in accordance with the accounting and reporting procedures of the Grant Agent and provided in a form and means agreed upon with the Trustee:

(a) *Investment income earned*: Within thirty (30) days after the end of each Fiscal Year (or such other frequency agreed upon with the Trustee), investment income earned on the amounts transferred to the Grant Agent for Allocations (excluding Supervision Allocations and Agency Fees) (**Annex D**).

(b) *Cancellations by the Grant Agent*: Within thirty (30) days after the end of each Fiscal Year (or such other frequency agreed upon with the Trustee), the dates and amounts of cancellation by the Grant Agent of Activities, for the period reported, broken down by each Activity (**Annex E**).

(c) *Activity Closures by the Grant Agent*: Within thirty (30) days after the end of each Fiscal Year (or such other frequency agreed upon with the Trustee), the dates on which any Allocation (excluding any for Agency Fees) is financially closed, the final amount disbursed and the amount of any unused funds from such an Allocation (excluding for Agency Fees), for the period reported, broken down by each Activity (**Annex F**).

(d) *Financial statements*: Within six (6) months after the end of the fiscal year of the Grant Agent, an annual financial statement of the dedicated account or accounts referred to in Section 2.1 above, audited or unaudited as agreed to with the Grant Agent and the Board of Directors.

(e) *Final financial statement*: Within six (6) months after termination of this Agreement, a final financial statement for the account or accounts referred to in Section 2.1 above, audited or unaudited as agreed to by the Grant Agent and the Board of Directors.

(f) Such other periodic financial reports for both individual Activities for which an Allocation to the Grant Agent was approved, and for the Grant Agent's portfolio of Activities agreed upon by the Trustee and the Board of Directors.

Section 10.3. The Grant Agent shall provide the Trustee with a list containing the names and signatures of the Authorized Officers of the Grant Agent, substantially in the form attached to this Agreement as **Annex G**.

Section 10.4. The Grant Agent shall provide the Secretariat periodic implementation reports both for individual Activities, excluding Supervision Allocations and Agency Fees, for which an Allocation was approved and for the portfolio of Activities, excluding Supervision Allocations and Agency Fees, of the Grant Agent, in accordance with the Global Partnership for Education Fund Governance Document.

11. NOTICES

Section 11.1. All communications concerning this Agreement shall be made to the relevant person at the address, facsimile number, telephone number or electronic mail address, from time to time designated by that Party to the other for that purpose. The address, facsimile number, telephone number and electronic mail address so designated are set out below:

(a) For the Trustee:

International Bank for Reconstruction and Development
as Trustee of the Global Partnership for Education Trust Fund

1818 H Street, NW
Washington, DC 20433
U.S.A.

Attention: Director
Trust Funds and Partnerships
Development Finance

Telephone: (202) 473-7654
Facsimile: (202) 614-0795
Email: GPEFTrustee@worldbank.org

(b) For the Grant Agent:

Agence Française de Développement
5 rue Roland Barthes
75 598 PARIS Cedex 12 – France

Attention: Director of the Human Development Department (DDH)

Telephone: (33)1 53 44 31 31
Facsimile: (33)1 53 44 38 66
Email: nicolletmp@afd.fr

12. AMENDMENT

Section 12.1. This Agreement may be amended at any time by the written agreement of the Trustee and the Grant Agent.

13. TERMINATION

Section 13.1. This Agreement shall terminate upon the termination of the Trust Fund or, unless otherwise agreed between the Trustee and the Grant Agent, upon any decision by the Board of Directors to terminate the Grant Agent's access to Trust Fund funds for any reason. This Agreement may be terminated at any time by either Party, and shall cease to be in force sixty (60) days after either Party gives to the other written notice of its desire to terminate the Agreement. The Trustee will make all efforts to notify the Grant Agent of any decision of the Board of Directors with respect to termination of this Trust Fund not less than six (6) months prior to the date of termination as set out in any such decision.

Section 13.2. Notwithstanding termination of this Agreement, unless the Trustee and the Grant Agent agree on another course of action:

(a) if there are outstanding financial obligations and liabilities incurred by the Grant Agent in the implementation of Activities for which Trust Fund funds have been committed or transferred by the Trustee under this Agreement prior to the termination of this Agreement, the provisions of this Agreement shall, subject to subparagraphs (b) and (c) below, continue to apply to any such Trust Fund funds committed or transferred until the outstanding financial obligations and liabilities have been fully satisfied;

(b) the Grant Agent shall take any necessary actions for winding up their affairs in relation to the outstanding financial obligations and liabilities in an expeditious and reasonable manner; and

(c) the Grant Agent shall continue to receive, in the depository account or accounts referred to in Section 4.2 above, any amounts due to the Grant Agent under any Allocation until all commitments have been satisfied. The Grant Agent will hold in the dedicated account or accounts referred to in Section 2.1 above unused or undisbursed funds from any Allocation, excluding Agency Fees, and income earned on such account or accounts until all outstanding financial obligations and liabilities incurred in the implementation of the Activities have been satisfied.

Section 13.3. The Grant Agent shall return to the Trustee, on terms agreed to with the Trustee, (i) any portion of the dedicated account or accounts referred to in Section 2.1 above and any income earned thereon remaining after such financial obligations and liabilities have been satisfied, and (ii) any other Trust Fund funds received by the Grant Agent after the termination of this Agreement, which are otherwise due to be returned to the Trustee under the terms of this Agreement.

14. DISCLOSURE; DISPUTE RESOLUTION

Section 14.1. This Agreement and related information on the Trust Fund will be disclosed in accordance with the World Bank's Policy on Access to Information.

Section 14.2. The Grant Agent and the Trustee, in coordination with the Board of Directors and the Secretariat, as applicable, shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this Agreement.

15. ENTIRE AGREEMENT

Section 15.1. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

Section 15.2. Each of the Trustee and the Grant Agent shall be responsible only for performing their respective functions specifically set forth in this Agreement and will not be subject to any other duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law.

Section 15.3. Nothing in this Agreement shall be considered a waiver of any privileges or immunities of the World Bank or the Grant Agent under their respective Articles of Agreement, charter or basic instrument(s).

Section 15.4. This Agreement shall be effective as of the date it has been signed by the Parties.

[remainder of page intentionally left blank]

16. EXECUTION IN COUNTERPARTS

Section 16.1. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
As Trustee of the
Global Partnership for Education Fund



Jaehyang So
Director, Trust Funds and Partnerships, Development Finance

Date: January 13, 2017

AGENCE FRANÇAISE DE DÉVELOPPEMENT



Rémy Rioux
Chief Executive Officer

Date: March 10, 2017

Annex A
Letter of Commitment

[Date]

[Name of Grant Agent]
[Address]

Global Partnership for Education Fund
Commitment of Funds

Dear Sir/Madam:

Reference is made to the Amended and Restated Financial Procedures Agreement between the International Bank for Reconstruction and Development, acting as Trustee (the "Trustee") of the Global Partnership for Education Fund (the "Trust Fund") and the *[Name of Grant Agent]*, acting as a Grant Agent for the Trust Fund, dated _____ (the "Agreement").

In accordance with Section 3 of the Agreement, the Trustee hereby commits the sum of US$*[amount]* to the Grant Agent, such amount reflecting the amounts approved by the Board of Directors of the Global Partnership for Education, or on its authority, to be committed, as notified by the Secretariat of the Global Partnership for Education, during *[period]* to the Grant Agent for the [Activities, Agency Fees, Supervision Allocations[1]] listed in the Annex attached hereto; provided, however, that pursuant to Section 3.3 of the Agreement, the amount of the commitment hereunder may be subject to adjustment to reflect any subsequent decrease of Trust Fund funding allocated for any Activity, Agency Fee or Supervision Allocation for which the commitment was made by the Trustee.

Funds will be transferred by the Trustee to the trust fund account of the Grant Agent, *[account details]*, in accordance with the procedures set out in Section 4 of the Agreement.

International Bank for Reconstruction and Development
as Trustee of the Global Partnership for Education Fund

_____
[Name]
[Title]

Attachments

[1] Select as applicable.

Annex C

Global Partnership for Education Fund

[Grant Agent Name] **Ref. No. _____**

[Grant Agent Name]

Cash Transfer Request

As of *[Date]*
(in [US dollars])

	Net Cumulative Cash Received from the Trustee	Net Cumulative Disbursements from *[Grant Agent Name]*	Net Cash Position		Projected Cash Requirements for Next 12 Months	Projected Net Cash Position	Amount of Cash Transfer Request
	(1)	(2)	(3) = (1) - (2)		(4)	(5) = (3) - (4)	(6)
Activities excluding Agency Fees and Supervision Allocation	0.00	0.00	0.00		0.00	0.00	0.00
Agency Fees	0.00	0.00	0.00		0.00	0.00	0.00
Supervision Allocation	0.00	0.00	0.00		0.00	0.00	0.00

Bank Account Details

Bank account name:
Bank account number:
Bank name:
Bank address:
Bank SWIFT code:
Routing instructions

Signed: _____ Date: _____
Name: _____
Title: _____

Annex D

Global Partnership for Education Fund

[Grant Agent Name]

Annual Investment Income Report

As of *[Date]*
(in [US dollars])

Investment Income Earned for the Reporting Period	Cumulative Investment Income Earned to Date	Cumulative Investment Income Transferred to Trustee to Date	Balance
(1)	(2)	(3)	(4) = (2) - (3)

Signed: _____ Date: _____
Name: _____
Title: _____

Annex F

Global Partnership for Education Fund

[Grant Agent Name]

Annual Report on Unused Funds from Global Partnership for Education Fund Activity Financial Closure (excludes Agency Fees)

As of *[Date]*
(in [US dollars])

Trustee ID	[Grant Agent] ID	Project Title	Beneficiary Country	Total Global Partnership for Education Funding Approved by the Board	Final Disbursed Amount	Final Project Closure Date	Final Unused Amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (5) - (6)

Signed: _____ Date: _____
Name: _____
Title: _____