TRANSFER MEMORANDUM

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
(Represented by the Human Development Network)
Acting as a Supervising Entity and/or Managing Entity for
THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT,
(Represented by the Concessional Finance and Global Partnerships Vice Presidency)
as Trustee of

THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

Dated May 8, 2012
TRANSFER MEMORANDUM

This Memorandum (hereinafter the "Memorandum") records the procedures agreed between the Concessional Finance and Global Partnerships Vice Presidency and the Human Development Network of the International Bank for Reconstruction and Development (the "World Bank") for the commitment and transfer by the World Bank, as Trustee (the "Trustee") of the Global Partnership for Education Fund (the "Trust Fund") of Trust Fund funds to the World Bank as Supervising Entity and/or Managing Entity under the Trust Fund (the "Supervising Entity/Managing Entity") and for the administration of such funds by the Supervising Entity/Managing Entity upon their receipt from the Trustee.

BACKGROUND

(A) The Trust Fund has been established through Contribution Agreements (as such term is defined below).

(B) The Contribution Agreements 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 Trust Fund supervising entities and Managing Entities in accordance with transfer agreements or transfer memoranda between the Trustee and such supervising entities and managing entities.

(C) The Board of Directors, in consultation with the Trustee, has designated the World Bank as a Supervising Entity and/or Managing Entity.

(D) This Memorandum relates to the arrangements for the commitment and transfer of Trust Fund funds allocated to the Supervising Entity/Managing Entity by the Board of Directors.

1. DEFINITIONS

Section 1.1. Unless the context otherwise requires, the terms defined in the Background to this Memorandum 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, to be financed with funds from the Trust Fund, as approved by the Board of Directors based upon a Proposal;

"Agency Fees" means the fees charged by the Supervising Entity/Managing Entity and agreed 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 Transferred Funds;

"Allocation" means the portion of the Trust Fund funds that has been approved by the Board of Directors for allocation to Activities and associated Agency Fees and, where applicable, a Supervision Allocation;

"Authorized Officer" means a person who is authorized to sign in the name and on behalf of the Supervising Entity/Managing Entity for the purposes of this Memorandum;
“Board of Directors” means the Board of Directors of the Global Partnership for Education, as described in the Charter;

“Cash Transfer Request” means a request submitted by the Supervising Entity/Managing Entity to the Trustee for the transfer of Trust Fund funds for Activities and Agency Fees and, if applicable, for Supervision Allocations;

“Charter” means the document 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 Agreement” means a contribution agreement entered into between the Trustee and a contributor in respect of such contributor’s contribution to the Trust Fund;

“Developing Country Partner” means a country: (i) that receives Trust Fund funds from the Supervising Entity/Managing Entity through a Grant Agreement; or (ii) on whose behalf the Supervising Entity/Managing Entity implements an Activity.

“Dollars” or “$” means dollars in the currency of the United States of America;

“Donor Country Partner” means a country represented in a donor country constituency of the Board of Directors as described in the Charter;

“End Transfer Date” means the last day on which transfers can be made from the Trust Fund to the Supervising Entity/Managing Entity, as determined by the Board for Directors in consultation with the Trustee;

“Fiscal Year” means July 1 through June 30 of each calendar year;

“Global Partnership for Education” means the global partnership, established in 2002, of developing and donor countries, agencies, civil society organizations, the private sector and private foundations and other development stakeholders, with the aim of accelerating progress towards the Education for All goals;

“Grant Agreement” means an agreement or other arrangement entered into between the Supervising Entity/Managing Entity and a Developing Country Partner or other entity in respect of an Activity;

“Letter of Commitment” means a letter from the Trustee to the Supervising Entity/Managing Entity making the commitment of an Allocation to the Supervising Entity/Managing Entity;

“Letter of Commitment Cancellation” means a letter from the Trustee to the Supervising Entity/Managing Entity confirming the cancellation of the commitment of Trust Fund funds to the Supervising Entity/Managing Entity;

“Operational Manual” means the manual prepared by the Secretariat, in consultation with the Trustee, comprising the detailed procedures for accessing, and reporting on the use of, Trust Fund funds, 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;

"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;

"Supervising Entity-Managing Entity" means the World Bank, in its capacity as Supervising Entity or Managing Entity under this Memorandum, and includes all of the units in the World Bank involved in the activities to be performed by the World Bank as Supervising Entity-Managing Entity. For purposes of this Transfer Memorandum, the term "Managing Entity" means the same as the term "Implementer" as defined in the Contribution Agreements and in the Trust Fund Governance Document.

"Supervision Allocation" means the portion of the Trust Fund allocated to the Supervising Entity-Managing Entity to offset costs associated with supervising an Activity;

"Transferred Funds" means Trust Fund resources transferred to the Supervising Entity-Managing Entity for approved Activities; and

"Trust 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.

2. ACCOUNT

Section 2.1. The Supervising Entity-Managing Entity shall keep the Transferred Funds for Activities and, if applicable, Supervision Allocations, separate and apart from the other funds of the World Bank in one or more dedicated accounts pending their use for the purposes for which the Allocation has been approved by the Board of Directors. The Supervising Entity-Managing Entity shall maintain separate records and ledger accounts in respect of the Transferred Funds in such dedicated account or accounts and disbursements made therefrom.

3. COMMITMENT OF FUNDS BY THE TRUSTEE

Section 3.1. Unless otherwise agreed between the Trustee and the Supervising Entity-Managing Entity, the following procedures shall apply to the commitment of Trust Fund funds by the Trustee to the Supervising Entity-Managing Entity.

(a) Subject to the availability of resources in the Trust Fund, once the Secretariat has notified the Trustee of (i) the approval by the Board of Directors of an Allocation to the Supervising Entity-Managing Entity for Activities and Agency Fees and, if applicable, for a Supervision Allocation and (ii) the amount the Secretariat requests the Trustee to commit to the Supervising Entity-Managing Entity in respect of such Allocations, the Trustee shall commit Trust Fund funds to the Supervising Entity-Managing Entity for the Allocation for Activities and Agency
Fees, and, if applicable, Supervision Allocation in the amount so notified by the Secretariat. The Trustee shall confirm the commitment of funds to the Supervising Entity/Managing Entity on a monthly basis (or such other frequency as the Trustee and the Supervising Entity/Managing Entity may agree) by means of a Letter of Commitment, substantially in the form attached to this Memorandum as Annex A.

(b) The amount of the Trust Fund funds committed by the Trustee to the Supervising Entity/Managing Entity may be adjusted as follows:

(i) In the event that the Secretariat or the Supervising Entity/Managing Entity has notified that Trustee that the Trust Fund funding allocated by the Board of Directors to the Supervising Entity/Managing Entity for any Activity, Agency Fee or Supervision Allocation has been decreased as a result of a subsequent cancellation or amendment after the Trustee has committed the funds to the Supervising Entity/Managing Entity for such Activity, Agency Fee or Supervision Allocation under Section 3.1(a) above but before the Trustee has transferred such funding under Section 4.1 below, the corresponding amount of funds committed by the Trustee pursuant to Section 3.1(a) above shall be cancelled to reflect such decrease of the Trust Fund funding allocated.

(ii) In the event that there are any unused funds from Activities or Supervision Allocations, for which no further disbursements are due to be made by the Supervising Entity/Managing Entity, the amount of funds committed by the Trustee pursuant to Section 3.1(a) above not yet transferred to the Supervising Entity/Managing Entity shall be cancelled to reflect the amount of unused funds held by the Supervising Entity/Managing Entity. Such reduction shall be made based on the information provided by the Supervising Entity/Managing Entity pursuant to Section 10.2 below.

(c) The Trustee shall notify the Supervising Entity/Managing Entity of the cancellation of the Trust Fund funds committed by the Trustee by means of a Letter of Commitment Cancellation, substantially in the form attached to this Agreement as Annex B.

4. TRANSFER OF FUNDS BY THE TRUSTEE

Section 4.1. The following procedures shall apply to the transfer of Trust Fund funds by the Trustee to the Supervising Entity/Managing Entity for Activities and Agency Fees and, if applicable, Supervision Allocations.

(a) The Supervising Entity/Managing Entity may request transfer of Trust Fund funds for an Activity and the associated Agency Fees and, if applicable, Supervision Allocation, after: (i) the Trust Fund funds have been committed by the Trustee for the Activity, Agency Fees and, if applicable, Supervision Allocation pursuant to Section 3.1 above; and (ii) the Activity has been approved by the Supervising Entity/Managing Entity in accordance with its policies and procedures; provided that the request by the Supervising Entity/Managing Entity
shall be submitted to the Trustee in accordance with Sections 4.1(b) and (c) below.

(b) Every six months (or at such other frequency as the Trustee and the Supervising Entity/Managing Entity may agree) the Supervising Entity/Managing Entity shall submit, by email, facsimile or as otherwise agreed with the Trustee, a Cash Transfer Request to the Trustee.

(c) 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 Activities and, if applicable, Supervision Allocations, for the six-month period (or such other frequency as the Trustee and the Supervising Entity/Managing Entity may agree) following the date of the request;

(ii) a statement of the net cash position (net cumulative Trust Fund funds received from the Trustee for Activities and Supervision Allocations less net cumulative disbursements by the Supervising Entity/Managing Entity for Activities and Supervision Allocations 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 be equal to the amount of the Agency Fees committed by the Trustee for Activities that has not been previously transferred to the Supervising Entity/Managing Entity.

(d) The amount of funds requested for Activities and Supervision Allocations by the Supervising Entity/Managing Entity in each Cash Transfer Request shall be based on the six-month projections (or such other frequency as the Trustee and the Supervising Entity/Managing Entity may agree) referred to in Section 4.1(c)(i) above, adjusted to reflect the net cash position referred to in Section 4.1(c)(ii) above.

(e) Upon receipt of a Cash Transfer Request, the Trustee shall verify that the amount requested by the Supervising Entity/Managing Entity for Activities and Supervision Allocations does not exceed the amount equal to: (i) the net cumulative Trust Fund funds committed by the Trustee and approved by the Supervising Entity/Managing Entity for the Activities and related Supervision Allocations (based on the information provided by the Supervising Entity/Managing Entity referred to in Section 10.2 below), less (ii) the net cumulative Trust Fund funds transferred by the Trustee to the Supervising Entity/Managing Entity for the Activities and Supervision Allocations. The Trustee shall also verify that the amount requested by the Supervising Entity/Managing Entity for Agency Fees does not exceed the amount equal to: (i) the cumulative Trust Fund funds committed by the Trustee to the Supervising Entity/Managing Entity for Agency Fees less (ii) the cumulative Trust Fund funds transferred by the Trustee to the Supervising Entity/Managing Entity for Agency Fees as of the date of the request.
Upon the verification referred to in Section 4.1(e) above and subject to the receipt of the information required in Annex C and the availability of resources in the Trust Fund, the Trustee shall transfer to the Supervising Entity/Managing Entity the amount of funds requested by the Supervising Entity/Managing Entity in each Cash Transfer Request, or such other amount as the Trustee, in its discretion, following consultation with the Supervising Entity/Managing Entity, deems appropriate, based on the information received from the Secretariat under Section 9.1 below, the Trustee’s review of the amount of undistributed funds in the dedicated account or accounts referred to in Section 2.1 above and consultation with the Supervising Entity/Managing Entity on the purposes for which any such undistributed funds may be used.

Section 4.2. Transfer of the Trust Fund funds from the Trustee to the Supervising Entity/Managing Entity shall be made by crediting the amount to the dedicated account or accounts referred to in Section 2.1 above. The Trustee shall notify the Supervising Entity/Managing Entity of each such transfer. The Trustee shall not make any transfer of Trust Fund funds to the Supervising Entity/Managing Entity after the End Transfer Date.

5. USE OF FUNDS

Section 5.1. Upon the transfer of the Transferred Funds, the Trustee shall have no responsibility, fiduciary or otherwise, for the use of such funds or activities carried out therewith. The Supervising Entity/Managing Entity shall use the funds transferred to it under this Memorandum for the purpose for which they have been provided.

Section 5.2. Subject to the terms of this Memorandum, the Supervising Entity/Managing Entity shall invest all funds in the dedicated account or accounts referred to in Section 2.1 above pending their disbursement in accordance with the guidelines and policies of the World Bank concerning the investment of funds in respect of which it acts as trustee. The Supervising Entity/Managing Entity may convert all funds received by it under this Memorandum into other currencies to facilitate their administration but shall not be entitled to receive any additional funding from the Trust Fund if the funds received prove insufficient to complete Activities as a result of exchange rate fluctuations.

Section 5.3. The Trustee shall have no responsibility for collection of funds due to the Supervising Entity/Managing Entity from the Activity recipient or any other entity under any Activity. When the Supervising Entity/Managing Entity has received any unused funds, the Supervising Entity/Managing Entity shall report and return such funds to the Trust Fund in accordance with Section 6 below.

Section 5.4. If the Board of Directors notifies the Trustee through the Secretariat that the Board of Directors has determined, following consultation with the Supervising Entity/Managing Entity, that Transferred Funds have been used in a manner inconsistent with the terms of this Memorandum or the applicable decisions of the Board of Directors, the Trustee at the instruction of the Board of Directors shall withhold transfers to the Supervising Entity/Managing Entity and/or require the Supervising Entity/Managing Entity promptly to return such funds to the Trustee or as otherwise instructed by the Board of Directors.

Section 5.5. The Supervising Entity/Managing Entity agrees that the Trust Fund contributors, as third party beneficiaries, shall have the right to seek recourse against the Supervising
Entity/Managing Entity with respect to any unmet or breached obligations of the Supervising Entity/Managing Entity stated in this Memorandum.

Section 5.6. The Supervising Entity/Managing Entity may invite the Trust Fund contributors to participate in its supervision missions related to the Activities funded by the Supervising Entity/Managing Entity with the Trust Fund funds. If any Trust Fund contributor wishes to request to review or evaluate the activities of the Supervising Entity/Managing Entity financed by the Trust Fund, the contributor and the Supervising Entity/Managing Entity will agree on the scope and conduct of such review or evaluation, and the Supervising Entity/Managing Entity will provide all relevant information within the limits of its policies and procedures. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund. All associated costs will be borne by the contributor, unless otherwise agreed.

6. DISBURSEMENT OF FUNDS

Section 6.1. Implementation of Trust Fund activities by the Supervising Entity/Managing Entity shall be dependent upon the receipt by the Supervising Entity/Managing Entity of Trust Fund funds in accordance with this Memorandum. Disbursement of funds from the Supervising Entity/Managing Entity to recipients shall be made in accordance with the rules and policies and applicable disbursement procedures of the Supervising Entity/Managing Entity.

Section 6.2. Unused funds from Activities or Supervision Allocations, for which no further disbursements are due to be made, shall be held by the Supervising Entity/Managing Entity (following, when relevant, their return to the Supervising Entity/Managing Entity by the Activity recipient or such other party) in the dedicated account or accounts referred to in Section 2.1 above; provided, however, that any such funds held by the Supervising Entity/Managing Entity 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 transfer of the Trust Fund funds to the Supervising Entity/Managing Entity for Activities and Supervision Allocations. The Supervising Entity/Managing Entity 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 Supervising Entity/Managing Entity shall be reflected in cancellation of commitments by the Trustee pursuant to Section 3.1(b)(ii) above.

Section 6.3. Notwithstanding Section 6.2 above, upon the request of the Trustee, the Supervising Entity/Managing Entity shall return to the Trust Fund, to such account as the Trustee may designate, any unused funds from Activities or Supervision Allocations held by the Supervising Entity/Managing Entity.

7. INVESTMENT INCOME

Section 7.1. Income earned on the investment of Trust Fund funds transferred to the Supervising Entity/Managing Entity (except for income earned on the investment of Trust Fund funds transferred as Agency Fees) shall be held by the Supervising Entity/Managing Entity in the dedicated account or accounts referred to in Section 2.1 above until the Trustee requests the Supervising Entity/Managing Entity to return it to such account as the
Trustee may designate. The Supervising Entity/Managing Entity 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 to the Supervising Entity/Managing Entity as Agency Fees may be retained by the Supervising Entity/Managing Entity for its own account and is not required to be reported or returned to the Trustee.

8. STANDARD OF CARE

Section 8.1. The Supervising Entity/Managing Entity shall exercise the same degree of care and diligence in the discharge of its functions under this Memorandum as it exercises with respect to the administration and management of its own resources. Subject to the terms of this Memorandum, the Supervising Entity/Managing Entity 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 its Trust Fund-financed activities.

Section 8.2. The Supervising Entity/Managing Entity shall be responsible for the use of Transferred Funds 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.

Section 8.3. Any Grant Agreement that the Supervising Entity/Managing Entity enters into with a Developing Country Partner shall provide that:

(a) if the Supervising Entity/Managing Entity determines that Trust Fund funds are used in a manner inconsistent with the Grant Agreement, the Developing Country Partner shall promptly refund the Trust Fund funds to the Supervising Entity/Managing Entity and the Supervising Entity/Managing Entity shall promptly return such funds to the Trust Fund; and

(b) the Supervising Entity/Managing Entity 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 Supervising Entity/Managing Entity nor the Trustee shall have any personal liability to the Developing Country Partner for any shortfall in funding under the Grant Agreement.

Section 8.4. Recognizing the obligations of the Trust Fund contributors under various United Nations Security Council Resolutions and the contributors' intent that the Trust Funds funds not be used to finance terrorists, the Supervising Entity/Managing Entity 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 diverted to terrorists or their agents. The Supervising Entity/Managing Entity shall include provisions corresponding to the above in any Grant Agreement that it enters into with a Developing Country Partner.
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 Memorandum, the Trustee shall rely upon the information provided by the Secretariat in writing to the Trustee and shall use such information to verify the information provided by the Supervising Entity/Managing Entity as necessary.

10. RECORDS AND REPORTING

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

Section 10.2. The Supervising Entity/Managing Entity shall provide the following information to the Trustee, prepared in accordance with the accounting and reporting procedures of the Supervising Entity/Managing Entity and provided in a form and means agreed with the Trustee:

(a) within thirty (30) days after the end of each semester of the Fiscal Year (or such other frequency agreed with the Trustee), investment income earned on the amounts transferred to the Supervising Entity/Managing Entity for Activities and Supervision Allocations (Annex D); the dates and amounts of approvals (Annex E) and cancellations by the Supervising Entity/Managing Entity of Activities, if applicable, for the period reported (Annex F); and the dates on which any Activity is financially closed, the final amount disbursed and the amount of any unused funds from such Activity, for the period reported, broken down by each Activity (Annex G);

(b) within six months after the end of the fiscal year of the Supervising Entity/Managing Entity, an annual financial statement of the dedicated account or accounts referred to in Section 2.1 above, audited or unaudited as agreed with the Supervising Entity/Managing Entity and the Board of Directors;

(c) within six months after termination of this Memorandum, a final financial statement for the account or accounts referred to in Section 2.1 above, audited or unaudited as agreed with the Supervising Entity/Managing Entity and the Board of Directors; and

(d) such other periodic financial reports for both individual Activities for which an Allocation to the Supervising Entity/Managing Entity was approved and for the Supervising Entity/Managing Entity’s portfolio of Activities, as agreed between the Trustee and the Board of Directors.

Section 10.3. As soon as practicable after the end of the Fiscal Year, the Trustee shall furnish the Supervising Entity/Managing Entity with an annual report for reconciliation between the Trustee and the Supervising Entity/Managing Entity in respect of Trust Fund funds approved as allocable to the Supervising Entity/Managing Entity, substantially in the form of attached to this Memorandum as Annex H. The Supervising Entity/Managing Entity shall confirm its agreement to the information contained in the report, no later than 45 days after receipt by the Supervising Entity/Managing Entity of the report, by signing.
dating and returning to the Trustee a copy of the report. In the event that there is any discrepancy between the information provided by the Trustee in the report and the information used by the Supervising Entity/Managing Entity, the Supervising Entity/Managing Entity shall promptly inform the Trustee of such discrepancy and reconcile with the Trustee the information contained in the report.

Section 10.4. The Supervising Entity/Managing Entity shall provide the Trustee with a list containing the names and signatures of the Authorized Officers of the Supervising Entity/Managing Entity, substantially in the form attached to this Memorandum as Annex I.

Section 10.5. The Supervising Entity/Managing Entity shall provide the Secretariat periodic implementation reports for both individual Activities for which an Allocation was approved and for the portfolio of Activities of the Supervising Entity/Managing Entity, in accordance with Trust Fund Governance Document or Operational Manual.

11. NOTICES

Section 11.1. All communications concerning this Memorandum 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:

Name: International Bank for Reconstruction and Development, as Trustee of the Global Partnership for Education Trust Fund
Address: 1818 H Street, N.W., Washington, D.C. 20433
U.S.A.

Attention: Ms. Susan Bender McAdams, Director, Multilateral Trusteeship and Innovative Financing Department

Telephone: (202) 458 0019
Facsimile: (202) 614 0795
Electronic mail: [-----------]
(b) For the Supervising Entity/Managing Entity:

Name: International Bank for Reconstruction and Development, as Supervising Entity and/or Managing Entity for the Global Partnership for Education Trust Fund

Address: 1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.

Attention: Ms. Elizabeth King,
Sector Director, Education Team
Human Development Network

Telephone: (202) 473 3289
Facsimile:
Electronic mail: Eking@worldbank.org

12. AMENDMENT

Section 12.1. This Memorandum may be amended at any time by the written agreement of the Trustee and the Supervising Entity/Managing Entity.

13. TERMINATION

Section 13.1. This Memorandum shall terminate upon the termination of the Trust Fund. This Memorandum may be terminated before such date 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 this Memorandum.

Section 13.2. Notwithstanding termination of this Memorandum, the Supervising Entity/Managing Entity shall continue to receive and hold in the dedicated account or accounts referred to in Section 2.1 above unused or undispensed funds from any Activity or Supervision Allocation, income earned on such account or accounts and any other amounts due to the Supervising Entity/Managing Entity under any Activity until all outstanding commitments and liabilities incurred in the implementation of the Activities have been satisfied. The Supervising Entity/Managing Entity shall return to the Trustee, on terms agreed with the Trustee, (i) any portion of the dedicated account or accounts referred to in Section 2.1 above and any income earned thereon (other than the income earned on Agency Fees described in Section 7.2) remaining after such commitments and liabilities have been satisfied, and (ii) any other Trust Fund funds received by the Supervising Entity/Managing Entity after the termination of this Memorandum, which are otherwise due to be returned to the Trustee under the terms of this Memorandum.
14. DISCLOSURE

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

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, AS TRUSTEE OF THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

Name: Axel van Trotsenburg
Title: Vice President, Concessional Finance and Global Partnerships

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, AS SUPERVISING ENTITY AND/OR MANAGING ENTITY FOR THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

Name: Tamar M. Atinc
Title: Vice President, Human Development Network
Letter of Commitment

[Annex A]

[date]

[Name of Supervising Entity]
[Address]

Global Partnership for Education Fund
Commitment of Funds

Reference is made to the Transfer Memorandum dated [date], 2012, between the International Bank for Reconstruction and Development, represented by the Concessional Finance and Global Partnerships Vice Presidency, as Trustee (the "Trustee") of the Global Partnership for Education Fund (the "Trust Fund") and the International Bank for Reconstruction and Development, represented by the Human Development Network, as a Supervising Entity and/or Managing Entity for the Trust Fund (the "Supervising Entity/Managing Entity") (the "Memorandum").

In accordance with Section 3 of the Memorandum, the Trustee hereby commits the sum of US$ [amount] to the Supervising Entity/Managing Entity, such amount reflecting the amounts allocated by the Board of Directors of the Global Partnership for Education and requested to be committed by the Secretariat of the Global Partnership for Education, during [period] to the Supervising Entity/Managing Entity for the [Activities, Agency Fees, Supervision Allocations select as applicable] listed in the Annex attached hereto; provided, however, that pursuant to Section 3.1(b) of the Memorandum, 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 Supervising Entity/Managing Entity, in accordance with the procedures set out in Section 4 of the Memorandum.

Attachments
Annex B

Letter of Commitment Cancellation

[date]

[name of Supervising Entity]
[address]

Global Partnership for Education Fund
Cancellation of Commitment of Funds

Reference is made to the Transfer Memorandum dated [ ], 2012, between the International Bank for Reconstruction and Development, represented by the Concessional Finance and Global Partnerships Vice Presidency, as Trustee (the "Trustee") of the Global Partnership for Education Fund (the "Trust Fund") and the International Bank for Reconstruction and Development, represented by the Human Development Network, as a Supervising Entity and/or Managing Entity for the Trust Fund (the "Memorandum").

In accordance with Sections 3.1(b) and (c) of the Memorandum, the Trustee hereby notifies you that the commitment made by the Trustee in the sum of US$[ amount ] for the [Activities, Agency Fees, Supervision Allocation select as applicable] listed in Annex attached hereto is cancelled pursuant to said sections.

Attachment
Annex C

Global Partnership For Education Fund

[SE Name] Ref. No. ____________

Cash Transfer Request

As of [date] ____________

(in [US dollars])

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Trust Fund Number ____________

Signed ____________ Date ____________

Name ____________

Title ____________
Annex D

Global Partnership for Education Fund

[SE name]

Semi-annual Investment Income Report

As of [date] ________________
(in US dollars)

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Signed ___________________________ Date ___________________________

Name ___________________________

Title ___________________________
Global Partnership for Education Fund

[SE Name]

For the period Ended ________________
(or [US dollars])

Part I: Summary

1. Amount of Global Partnership for Education Fund funds for Global Partnership for Education Fund Projects approved by [SE] since reported to the Trustee on ________________ (total from Part II below)


3. Total amount of Global Partnership for Education Fund funds for Global Partnership for Education Fund Projects approved by [SE] (1 + 2)

Part II: Global Partnership for Education Fund Projects approved by [SE] since reported to the Trustee on ________________

<table>
<thead>
<tr>
<th>Trustee ID</th>
<th>[SE] ID</th>
<th>Project Title</th>
<th>Beneficiary Country</th>
<th>Project Approval Date by [SE]</th>
<th>Total Global Partnership for Education Fund Funding Approved by [SE]</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
</tr>
</tbody>
</table>

Signed __________________________  Date __________________________
Name ____________________________
Title ____________________________
### Global Partnership for Education Fund

[SE Name]

[SE] Semi-Annual Report on Cancellations of Global Partnership for Education Fund Projects and Supervision Allocations Associated with the Projects

As of [date] ____________________

(in [US dollars])

<table>
<thead>
<tr>
<th>Trustee ID</th>
<th>[SE] ID</th>
<th>Project Title</th>
<th>Beneficiary Country</th>
<th>Original Global Partnership for Education Funding Approved by [SE], if applicable</th>
<th>Project Amount Adjustment b/</th>
<th>Date of Adjustment</th>
<th>Net Project Amount</th>
<th>Project Status</th>
<th>Project Cancellation Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a. In the case that the SE dropped the whole project after the Trustee commitment, but before SE approval, enter zero (0) in this column.

b. This column includes (i) any drop, cancellation (full or partial) or amendment recorded by the SE, which reduces the amount uncontrolled or approved by the Global Partnership for Education Trust Fund Committee, as applicable, (ii) any amount which was committed by the Trustee, but not disbursed by the SE to a project recipient of Global Partnership for Education Fund, and (iii) any amount, which was disbursed to a project recipient of Global Partnership for Education Fund but has subsequently returned by such recipient to the SE.

Signed __________________ Date __________________

Name __________________

Title __________________

2
Annex G

Global Partnership for Education Fund

[SE Name]

[SE] Semi-Annual Report on Unused Funds from Global Partnership for Education Project Closure

As of [date] ____________

(in US dollars)

<table>
<thead>
<tr>
<th>Trustee ID</th>
<th>[SE]ID</th>
<th>Project Title</th>
<th>Beneficiary Country</th>
<th>Total Global Partnership for Education Funding Approved by [SE]</th>
<th>Final Disbursed Amount</th>
<th>Final Project Closure Date</th>
<th>Final Unused Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8) = (5) - (6)</td>
</tr>
</tbody>
</table>

Signed __________________________  Date __________________________

Name __________________________

Title __________________________
# Annex II

Global Partnership for Education Fund

[SE Name]


As of [date]

(in US dollars)

<table>
<thead>
<tr>
<th>Trustee ID</th>
<th>[SE] ID</th>
<th>Project Title</th>
<th>Global Partnership for Education Fund Board Approval Date of</th>
<th>SE Project Approval Date</th>
<th>Cumulative Trustee Commitment</th>
<th>Cumulative Cancelled Amounts</th>
<th>Financial Close Date of</th>
<th>Final Unused Amount of</th>
<th>Final Used Amount of</th>
<th>Trustee Net Commitment</th>
<th>Return of funds to Global Partnership for Education Fund Board approval of</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td>(9)</td>
<td>(10)</td>
<td>(11)</td>
<td>(12)</td>
</tr>
</tbody>
</table>

1. This report includes GPES projects and excludes agency fees and supervision allowances.
2. The column indicates the date of Global Partnership for Education Fund Board approval.
3. These columns are filled when the project is financially closed.
[DATE]

International Bank for Reconstruction and Development,
As Trustee of the Global Partnership For Education Fund
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Attention: Director, Multilateral Trusteeship and Innovative Financing Department

Dear Director:

Re: Transfer Memorandum between the Trustee and the International Bank for Reconstruction and Development, as Supervising Entity and/or Managing Entity

I refer to the Transfer Memorandum (the “Memorandum”) between the International Bank for Reconstruction and Development, represented by the Concessional Finance and Global Partnerships Vice Presidency, as Trustee (the “Trustee”) of the Global Partnership For Education Fund (the “Trust Fund”) and the International Bank for Reconstruction and Development, represented by the Human Development Network, as a Supervising Entity and/or Managing Entity for the Trust Fund (the “Supervising Entity/Managing Entity”), dated [--------]. For the purposes of the Memorandum, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Supervising Entity/Managing Entity to sign any request or report under the Memorandum:

[Name], [position] Specimen Signature:

____________________________________

[Name], [position] Specimen Signature:

____________________________________

[Name], [position] Specimen Signature:

____________________________________

Yours truly,

/ signed /

[Position]