

**FINANCIAL PROCEDURES AGREEMENT**

between

**ASIAN DEVELOPMENT BANK**

Acting as a Managing Entity 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 \_\_\_\_\_, 201\_

## **FINANCIAL PROCEDURES AGREEMENT**

**FINANCIAL PROCEDURES AGREEMENT** (hereinafter the “Agreement”) between the International Bank for Reconstruction and Development (the “World Bank”), as Trustee (the “Trustee”) of the Global Partnership for Education Fund (the “Trust Fund”), and the Asian Development Bank (“ADB”) as managing entity (collectively, the “Parties”) under the Trust Fund.

### **PREAMBLE**

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

**WHEREAS**, 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 Supervising Entities and Implementers (now referred to as “Managing Entities”) in accordance with the Transfer Agreements (now referred to as “Financial Procedures Agreements”) (as such terms are defined in the Global Partnership for Education Fund Governance Document (formerly referred to as “Trust 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 ADB for such proposal, in consultation with the Trustee;

**WHEREAS**, the Board of Directors, in consultation with the Trustee, has approved ADB as a Managing Entity for Allocations from the Trust Fund based on a Proposal for [NAME OF THE TA]; and

**WHEREAS**, ADB and the Trustee now wish to enter into this Agreement to establish standard terms and conditions that will, unless otherwise mutually agreed, apply to the commitment, transfer and management of Trust Fund funds allocated to [NAME OF TA] with ADB as the Managing Entity by the Board of Directors.

**NOW, THEREFORE**, the Trustee and ADB as the Managing Entity 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 Management Allocations where applicable, to be financed with funds from the Trust Fund, as approved by the Board of Directors based upon the Proposal for [NAME OF TA];

“**Agency Fees**” means the fees charged by the ADB 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 Cash Transfers;

“**Allocation**” means the portion of the Trust Fund funds that has been approved by the Board of Directors for allocation to Activities;

“**Authorized Officer**” means a person who is authorized to sign in the name and on behalf of the ADB 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 ADB under this Agreement;

“**Cash Transfer Request**” means a request, substantially in a form attached to Annex A1, submitted by the ADB 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 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 Managing Entity through a Grant Agreement; or (ii) on whose behalf ADB 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 period between January 1 and December 31 of each calendar year;

“**Global Partnership for Education**” or “**GPE**” 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 and private foundations and other development stakeholders, with the aim of accelerating progress towards 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 Agreement**” means an agreement or other arrangement entered into between ADB and a Developing Country Partner or other entity in respect of an Activity;

“**Letter of Commitment**” means a letter from the Trustee to the ADB confirming the commitment of an Allocation to the ADB;

“**Letter of Commitment Cancellation**” means a letter from the Trustee to the ADB confirming the cancellation of the commitment of Trust Fund funds to the ADB;

“**Management Allocation**” means the portion of the Trust Fund allocated to the Managing Entity to offset costs associated with supervising an Activity.

“**Managing Entity**” means ADB in its capacity as Managing Entity under this Agreement;

“**Misuse of Funds Policy**” means the Policy and Communications Protocol on Misuse of GPE Trust Funds approved by the Board of Directors on 7-8 June 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;

## **2. MANAGING ENTITY ACCOUNT**

**Section 2.1.** The ADB shall keep the Cash Transfers, excluding those for Agency Fees, separate and apart from the other funds of the ADB 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 ADB shall maintain separate records and ledger accounts in respect of the Cash Transfers in such dedicated account or accounts and disbursements made therefrom.

Section 2.12. The funds pending their disbursement will be held, administered and invested at the discretion of ADB in accordance with ADB’s policies and procedures.

## **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 ADB, the following procedures shall apply to the commitment of an Allocation by the Trustee to the ADB.

- (a) Once the Secretariat has notified the Trustee of (i) the approval by the Board of Directors of an Allocation or Allocations to the ADB; and (ii) the amount the Board of Directors 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 ADB on a monthly basis or such other frequency as the Trustee and the ADB may agree 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 ADB 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 ADB 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 ADB 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 ADB of all or a portion of such Allocation after the Trustee has committed the funds to the ADB 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 ADB, the amount of funds committed by the Trustee pursuant to Section 3.2(a) above to the ADB shall be revised to reflect the amount of unused funds recorded by the ADB. Such reduction shall be made based on the information provided by the ADB pursuant to Section 10.2 below.
- (d) The Trustee shall confirm to the ADB 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 ADB 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 ADB for Allocations.

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

- (b) *Frequency of Cash Transfer Request:* Every twelve (12) months (or at such other frequency as the Trustee and the ADB may agree) the ADB shall submit, by email, facsimile or as otherwise agreed with the Trustee, a Cash Transfer Request 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 Trustee and the ADB may agree) 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 ADB 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 ADB.
- (d) *Amount of Funds in Cash Transfer Request:* The amount of funds requested by the ADB in each Cash Transfer Request shall be based on the twelve-month projections (or such other period as the Trustee and the ADB may agree) 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 ADB. Upon such verification, the Trustee shall transfer to the ADB the amount of funds requested by the ADB in each Cash Transfer Request.

**Section 4.2.** Cash Transfers from the Trustee to the ADB shall be made by crediting the amount to the depository account or accounts specified by the ADB as notified to the Trustee from time to time. The Trustee shall notify the ADB 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 ADB 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 ADB may 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 ADB concerning the investment of funds in respect of which it acts as trustee. The ADB 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. Any fees and charges relating to such conversion will be paid out of funds from the Trust Fund. The ADB 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 ADB from the Developing Country Partner or any other entity receiving Trust Fund funds under a Grant Agreement with the ADB from any other entity under any Activity for which there is an Allocation. When the ADB has received any unused funds, the ADB shall report and return such funds to the Trust Fund in accordance with Section 6 below.

**Section 5.4.** (a) (i) The ADB recognizes that, ~~in accordance with the Misuse of Funds Policy,~~ the Board of Directors' approval of the ADB reflects the Board of Directors' assessment that the ADB has policies and procedures to mitigate the risk of misuse of funds, as ~~such misuse is defined in required under~~ the Misuse of Funds Policy, and to address misuse should it occur. The ADB confirms that ~~these its~~ 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 ADB may, where appropriate, involve a referral to law enforcement authorities. ~~The Supervising Entity and/or Managing Entity shall also cooperate, in accordance with its policies and procedures, with all investigations by law enforcement authorities into possible fraud.~~

(ii) The ADB, in accordance with its Integrity Principles and Guidelines, will inform the Secretariat of credible allegations of misuse of funds. Any information provided by ADB will be considered strictly confidential and will only be disseminated within the organization on a strict 'need to know' basis. The information shared may not be: (A) relied upon as a basis to initiate any administrative, civil or criminal action; or (B) attributed to ADB. However, nothing in this Agreement will prevent the Secretariat from using the information provided to develop independently its own evidence for use in support of sanctions or other coercive or remedial action. To support the confidentiality of any possible investigation by ADB, the GPE will not issue any public statement on the allegation without obtaining the prior consent of ADB's Office of Anticorruption and Integrity (OAI).

(iii) If ADB establishes, in accordance with its policies and procedure, that project funds have been misused and has decided to impose sanctions, ADB will inform the Secretariat of ADB's decision. Any communication to be made by the Board of Directors in relation to the ADB decision shall be agreed with ADB's OAI.

(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 ADB, that Cash Transfers have been used: (i) in a manner inconsistent 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 ADB, the Secretariat shall notify ADB in writing that (i) or (ii) above has occurred and request ADB 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, ADB 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 ADB, suspend any further commitment under the relevant Allocation, and require the ADB 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 ADB shall take the necessary actions within its control to address the matter, including: (a) observing the communications protocol set out in paragraphs 3.c.ii, 9, 10 and 11 of the Misuse of Funds Policy; and (b) 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 ADB shall not be required to return any such funds which are not so recovered.

**Section 5.5.** The ADB agrees that the Contributors, as third party beneficiaries, ~~shall~~may have the right to seek recourse against the ADB with respect to any unmet or breached obligations of the ADB stated in this Agreement; provided that the procedure specified in Section 5.4(b) above has been exhausted.

**Section 5.6.** In the event the Contributors have the right to seek recourse against the Supervising Entity and/or Managing Entity 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 ADB irrevocably consents to such assignment and novation by the Trustee.

**Section 5.7.** The ADB may invite the Contributors to participate in its supervision missions related to the Activities funded by Trust Fund funds. If any Contributor wishes to request to review or evaluate the activities of the ADB funded by the Trust Fund, the Contributor and the ADB will agree on the scope and conduct of such review or evaluation, and the ADB 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 Allocation. All associated costs will be borne by the contributor, unless otherwise agreed.

**Section 5.8.** Ownership of equipment, supplies and other property financed with funds from the Trust Fund may vest in ADB, the recipient or such other entity which may be permitted to retain ownership under ADB's policies and procedures.

## **6. DISBURSEMENT OF FUNDS**

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

**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 ADB (following, when relevant, their return to the ADB 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 ADB 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 ADB (excluding those for Agency Fees). The ADB 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 ADB 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 ADB 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 ADB.

**Section 6.4.** The ADB shall be entitled to Agency Fees in the amount of 5 percent of the total Cash Transfer.



## **7. INVESTMENT INCOME**

**Section 7.1.** Income earned on the investment of Cash Transfers to the ADB (except for income earned on the investment of Trust Fund funds transferred as Agency Fees and Management Allocations) shall be held by the ADB in the dedicated account or accounts referred to in Section 2.1 above until the Trustee requests the ADB to return it to such account as the Trustee may designate. The ADB 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 Management Allocations may be retained by the ADB for its own account and is not required to be reported or returned to the Trustee. ADB shall bear no responsibility in case of any loss arising out of investments.

## **8. STANDARD OF CARE**

**Section 8.1.** The ADB 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 ADB 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 ADB 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.

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

- (a) if the Managing Entity 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 Managing Entity and the Managing Entity shall promptly return such funds to the Trust Fund; and
- (b) the 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 Managing Entity 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 ADB 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 Managing Entity shall include provisions corresponding to the 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 ADB as appropriate and shall use such information to verify the information provided by the ADB as necessary.

## 10. RECORDS AND REPORTING

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

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

- (a) *Investment income earned:* Within sixty (60) days after the end of each Fiscal Year (or such other frequency agreed with the Trustee), investment income earned on the amounts transferred to the ADB for Allocations (excluding Management Allocations and Agency Fees) (Annex D);
- (b) *Cancellations by the ADB:* Within thirty (30) days after the end of each Fiscal Year (or such other frequency agreed with the Trustee), the dates and amounts of cancellation by the ADB of Activities, for the period reported, broken down by each Activity (Annex E);
- (c) *Activity Closures by the ADB:* Within thirty (30) days after the end of each Fiscal Year (or such other frequency agreed 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 ADB, an annual financial statement of the dedicated account or accounts referred to in Section 2.1 above; audited or unaudited as agreed with the ADB and the Board of Directors, provided that any costs associated with audited financial statements shall be chargeable to the Trust Fund;
- (e) *Final Financial Statement:* Within six (6) months after financial completion of the Technical Assistance by ADB, a final financial statement for the account or accounts referred to in Section 2.1 above; audited or unaudited as agreed by the ADB and the Board of Directors, provided that any costs associated with audited financial statement shall be chargeable to the Trust Fund; and
- (f) Such other periodic financial reports for both individual Activities for which an Allocation to the ADB was approved, and for the ADB's portfolio of Activities agreed between the Trustee and the Board of Directors.

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

**Section 10.4.** The ADB shall provide the Secretariat periodic implementation reports for both individual Activities, excluding Management Allocations and Agency Fees, for which an Allocation was approved and for the portfolio of Activities, excluding Management Allocations and Agency Fees, of the ADB, 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:

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: Director  
Multilateral Trusteeship and Innovative Financing Department

Telephone: (202) 458 0019  
Facsimile: (202) 614 0795  
Electronic mail: MTOTrustee@worldbank.org

(b) For the ADB:

Name:  
Address:

Attention:

Telephone:  
Facsimile:  
Electronic mail:

## 12. AMENDMENT

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

### **13. TERMINATION**

**Section 13.1.** This Agreement shall terminate upon the financial completion of the Technical Assistance by ADB. This Agreement 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 the Agreement. The Trustee will make all efforts to notify the ADB 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, the ADB shall continue to receive in the depository account or accounts referred to in Section 4.2 above, any amounts due to the ADB under any Allocation until all commitments have been satisfied. The ADB 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 ADB 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 remaining after such financial obligations and liabilities have been satisfied, and (ii) any other Trust Fund funds received by the ADB after the termination of this Agreement, net of all fees and charges and foreign exchange losses, which are otherwise due to be returned to the Trustee under the terms of this Agreement.

### **14. DISCLOSURE**

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

### **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 ADB 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 ADB under their respective Articles of Agreement, charter or basic instrument(s).

**Section 15.2.** This Agreement shall be effective as of the date it has been signed by the Parties.

### **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**

Name:  
Title: Vice President, Development Finance  
Date:

**ASIAN DEVELOPMENT BANK**

Name:  
Title:  
Date:

**Letter of Commitment**

[date]

[Name of Managing Entity]  
[Address]

**Global Partnership for Education Fund  
Commitment of Funds**

Dear Sir or Madam:

Reference is made to the Financial Procedures Agreement dated [ ], 2013, between the International Bank for Reconstruction and Development, as Trustee (the “Trustee”) of the Global Partnership for Education Fund (the “Trust Fund”) and the [name of Managing Entity], as a managing entity (the “Managing Entity”) for the Trust Fund (the “Agreement”).

In accordance with Section 3 of the Agreement, the Trustee hereby commits the sum of US\$ [ amount ] to the 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 Managing Entity for the [Activities, Agency Fees, Supervision Allocations *select as applicable*] listed in the Annex attached hereto; provided, however, that pursuant to Section 3.3 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 Management Allocation for which the commitment was made by the Trustee.

Funds will be transferred by the Trustee to the trust fund account of the Managing Entity, [*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

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Name:

Title:

Attachments

Form of Cash Transfer Request

[ADB Letterhead]

[Trustee Account details]

RE: Global Partnership for Education Fund – Cash Transfer Request

Dear Sir/Madam:

Reference is made to the Financial Procedures Agreement between ADB and International Bank for Reconstruction and Development (“IBRD”) as trustee (“the Trustee”) of the Global Partnership for Education Fund, dated [ ].

Pursuant to Section 4.1 of the Agreement, ADB hereby requests the Trustee to transfer US\$ [ ] (“the Funds”) from the Global Partnership for Education Fund to ADB for use consistent with the terms of the Agreement.

Bank Account Details for the receipt of the Funds:

Sincerely

ASIAN DEVELOPMENT BANK

**Annex B**

**Letter of Commitment Cancellation**

[*date*]

[name of Managing Entity]  
[address]

**Global Partnership for Education Fund  
Cancellation of Commitment of Funds**

Dear Sir or Madam:

Reference is made to the Financial Procedures Agreement dated [ ], 2012, between the International Bank for Reconstruction and Development, as Trustee (the “Trustee”) of the Global Partnership for Education Fund (the “Trust Fund”) and the [name of Managing Entity], as a managing entity (the “Managing Entity”) for the Trust Fund (the “Agreement”).

In accordance with Sections 3.3 of the Agreement, 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.

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

---

Name:

Title:

Attachment



**Global Partnership For Education Fund**

[SE/ME Name] Ref. No. \_\_\_\_\_

[SE/ME name]

**Cash Transfer Request**

As of [date] \_\_\_\_\_

(in [US dollars])

	Net Cumulative Cash received from the Trustee	Net Cumulative Disbursements from the [SE/ME 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
Supervising 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 \_\_\_\_\_

**Global Partnership for Education Fund**

**[SE/ME 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 \_\_\_\_\_

**Global Partnership for Education Fund**

[SE/ME Name]

**Annual Report on Cancellations of Global Partnership for Education Fund Activities (including Supervision Allocations but excluding Agency Fees)**

As of [date] \_\_\_\_\_  
(in [US dollars])

Trustee ID	[SE/ME] ID	Project Title	Beneficiary Country	Original Global Partnership for Education Fund Funding Approved by the Board	Project Amount Adjustment	Date of Adjustment	Net Project Amount	Project Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (5) - (6)	(9)

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Global Partnership for Education Fund**

**[SE/ME 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	[SE/ME] 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 \_\_\_\_\_

**Annex G**

[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: Financial Procedures Agreement between the Trustee and the [name of Supervising Entity and/or Managing Entity]

I refer to the Financial Procedures Agreement (“Agreement”) between the International Bank for Reconstruction and Development, as Trustee (the “Trustee”) of the Global Partnership For Education Fund (the “Trust Fund”) and the [name of Managing Entity], as a managing entity (the “Managing Entity”) for the Trust Fund, dated [-----]. For the purposes of the Agreement, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Managing Entity to sign any request or report under the Agreement:

[Name], [position] Specimen Signature:

\_\_\_\_\_

[Name], [position] Specimen Signature:

\_\_\_\_\_

[Name], [position] Specimen Signature:

\_\_\_\_\_

Yours truly,

/ signed /

\_\_\_\_\_  
[Position]