AMENDED AND RESTATED FINANCIAL PROCEDURES AGREEMENT

between

THE UNITED NATIONS CHILDREN’S FUND

Acting as a Grant Agent (Country Program of Cooperation Modality) designated to receive funds from

THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

and

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

as Trustee of

THE GLOBAL PARTNERSHIP FOR EDUCATION FUND

Dated November 4th, 2016
AMENDED AND RESTATEd FINANCIAL PROCEDURES AGREEMENT

AMENDMENT AND RESTATEMENT, dated November 4th, 2016 of the Amended and Restated Financial Procedures Agreement, dated March 21, 2014, 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 United Nations Children’s Fund, acting as Grant Agent (Country Program of Cooperation Modality) 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 United Nations Children’s Fund as a Grant Agent (Country Program of Cooperation Modality) for Allocations from the Trust Fund based on Proposals, including, but not limited to, proposals developed in collaboration with relevant Local Education Groups seeking financial support from the Trust Fund for national government education sector programmes; and

WHEREAS, the United Nations Children’s Fund 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 the United Nations Children’s Fund as Grant Agent (Country Program of Cooperation Modality) by the Board of Directors.

NOW, THEREFORE, the Trustee and the United Nations Children’s Fund (“UNICEF”) as Grant Agent (Country Program of Cooperation Modality) 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. For the purpose of this Agreement and the Trustee’s administration of the Contribution Agreements, the UNICEF Recovery Charge shall be treated as Agency Fees.

“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, including the related UNICEF Recovery Charge.

“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 for approved Activities, including the related UNICEF Recovery Charge.

“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 government (i) that receives Trust Fund funds from UNICEF through a Grant Agreement or other arrangement, or (ii) in partnership with which UNICEF will implement an Activity or Activities for which an Allocation has been made.

“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. For the purposes of this Agreement, the Global Partnership for Education Fund Governance Document in effect as of the date on which UNICEF signs this Agreement shall be the applicable version unless UNICEF and the Trustee agree otherwise.

"Grant Agent" means the United Nations Children’s Fund in its capacity as Grant Agent (using its Country Program of Cooperation Modality) 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, if any, allocated to the Grant Agent to offset costs associated with supervising an Activity.

"UNICEF Recovery Charge" means the charge mandated by the UNICEF Executive Board on all restricted purpose contributions to UNICEF in an effort to capture UNICEF’s incremental indirect costs of administering such contribution and implementing the programme funded from such contribution.

2. GRANT AGENT ACCOUNT

Section 2.1. The Grant Agent shall keep in separate ledger accounts in its records a complete, true and fair record of the receipt and expenditure or disbursement of all the Cash Transfers with respect to each
individual Allocation. All such Cash Transfers shall be held by UNICEF in UNICEF’s account, and may be commingled with other assets maintained by UNICEF pending their use for the purposes for which the Allocation has been approved by the Board of Directors or on its authority.

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) Subject to paragraph (e) below, 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.
In the event of a decision by the Board of Directors to cancel an Allocation or a part thereof, after the Trustee has committed and transferred funds to UNICEF in respect of such Allocation, the Trustee shall only cancel commitments after UNICEF has confirmed to the Trustee that all 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 have been satisfied in full. UNICEF will hold in its account referred to in Section 2.1 above unused or undisbursed funds from any such Allocation and account for such unused funds in accordance with Section 6.2.

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 account referred to in Section 2.1) as of the date of the request, including the amount of unused funds held by UNICEF from one or more financially closed Allocations pursuant to Section 6.2; and

(iii) The amount of funds requested for UNICEF Recovery Charges, which shall not exceed the cumulative committed amount for UNICEF Recovery Charges 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 UNICEF Recovery Charges 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. It is understood that UNICEF will not be required to initiate or continue implementation of any Activities with regard to a particular Allocation pending receipt of a Cash Transfer(s).

Section 4.3. Cash Transfers from the Trustee to the Grant Agent shall be made by crediting the amount to the account 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 in accordance with Section 8.2.

Section 5.2. Subject to the terms of this Agreement, the Grant Agent shall invest all funds held in the account referred to in Section 2.1 above pending their use or disbursement in accordance with the rules, regulations, policies, procedures and administrative practices and directives of the Grant Agent. 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 with respect to an Allocation from any other entity, 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 the importance of taking all necessary precautions to avoid the misuse of funds and, to this end, the Grant Agent will maintain standards of conduct that govern the performance of its staff, including the prohibition of the misuse of funds, in accordance with its relevant regulations and rules.

(b) The Grant Agent recognizes that, in accordance with the Misuse of Funds Policy, the Board of Directors’ approval of UNICEF as Grant Agent (Country Program of
Cooperation Modality) reflects the Board of Directors’ assessment that UNICEF 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 UNICEF, in consultation with the United Nations’ Office of Legal Affairs, may, where appropriate, involve a referral to law enforcement authorities. The Grant Agent shall also cooperate, in accordance with its regulations, rules, policies and procedures, with all investigations by law enforcement authorities into possible fraud.

(c) The Grant Agent further confirms that it will, through the Secretariat, advise the Board of Directors and the Trustee if, in the application of its accountability and oversight framework, it initiates an investigation into allegations that some part of a Cash Transfer has been used in a manner inconsistent with the purposes for which it was provided by the GPE, and will continue to provide information about such investigation and any follow up action in accordance with UNICEF’s Information Disclosure Policy and other relevant policies and procedures and decisions of its Executive Board. If it is agreed between the Board of Directors and the Grant Agent that there is evidence of misuse of funds, the Grant Agent will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. If an investigation initiated under this Section 5.4(c) establishes that such misuse has occurred or if there are reasonable grounds for suspicion of such misuse, the Grant Agent will promptly notify the Board of Directors, through the Secretariat, and the Board of Directors may instruct the Trustee to withhold further Cash Transfers and suspend any further commitment under the relevant Allocation. In addition, if such misuse occurred while the funds were under the Grant Agent’s direct control, the Grant Agent will promptly return an amount equal to the misused funds to the Trustee. 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 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 may designate a representative to act on their behalf to request, and the Grant Agent agrees to provide, all relevant information within the limits of UNICEF’s policies and procedures, regarding the implementation of Activities.

Section 5.6. In the event that, based on the information provided, the Contributors determine that the Grant Agent has failed to comply with any provision of this Agreement and/or has failed to take action within the specified time period to the satisfaction of the Board of Directors, then: (a) the Contributors’ representative may request the Board of Directors to instruct the Trustee to (i) suspend any further commitment and/or Cash Transfers, (ii) require the Grant Agent to return funds to the Trustee or as otherwise instructed by the Board of Directors, and/or (iii) terminate this Agreement and (b) the Trustee may (i) assign its rights under this Agreement to the Contributors’ representative, and (ii) novate its obligations under this Agreement to the Contributors’ representative and the Grant Agent irrevocably consents to such assignment and novation by the Trustee. If the Contributors do not agree to act jointly through the Contributors’ representative, each Contributor shall unilaterally have the same rights as
mentioned above, with the exception of (a)(iii) as regards termination of this Agreement, with respect, solely, to its own contribution.

Section 5.7.  
(a) The Grant Agent, with agreement as needed from the Developing Country Partner or other entity as appropriate, may invite the Contributors to observe implementation of 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 regulations, 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 expenditures or disbursements are due to be made (including, when relevant, funds returned to the Grant Agent by any entity), as accounted for in the certified final financial statement for the relevant Allocation issued by the Grant Agent in accordance with Section 10.2, shall be held by the Grant Agent in the account 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 3.3(d) above. Any unused funds reported by the Grant Agent shall be reflected in cancellation of commitments by 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, accounted for in the certified final financial statements for such Allocations issued by the Grant Agent in accordance with Section 10.2 and held by the Grant Agent pursuant to Section 6.2 above, provided that such unused funds have not been reflected in the net cash position in respect of a Cash Transfer Request referred to in Section 4.1(c)(ii) above.

7. INVESTMENT INCOME

Section 7.1. Income earned on the investment of Cash Transfers to the Grant Agent shall be applied by the Grant Agent in accordance with UNICEF’s financial rules and regulations.

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. The Grant Agent shall be responsible for performing those functions specifically set forth in this Agreement and in each Proposal approved for funding by the Board of Directors. Subject to the terms of this Agreement, the Grant Agent shall do any and all such acts as the Grant Agent may deem necessary or appropriate for the proper administration of the account referred to in Section 2.1 above with respect to Cash Transfers, in accordance with its rules, regulations and policies for the administration of accounts.

Section 8.2. The Grant Agent shall be responsible for the use of Cash Transfers received and the Activities carried out therewith in accordance with (i) its rules, regulations, policies, procedures, administrative practices and directives (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 approving the relevant Allocations, 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) 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 Allocation (Annex D).

(b) 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), as indicated in the Grant Agent’s final financial statement for such Allocation referred to in Section 10.2 (d) below, for the period reported, broken down by each Allocation (Annex E).

(c) Annual financial statements: Within six (6) months after the end of the fiscal year of the Grant Agent during which UNICEF is a Grant Agent for an Allocation, an annual financial statement for each Allocation, certified by an authorized financial officer of the Grant Agent of amounts received from the Trustee pursuant to this Agreement, and expenditures and disbursements therefrom (Annex F).

(d) Final financial statement: (i) Within eighteen (18) months after the expiry or termination of all Allocations for an Activity or Activities, a final financial statement, certified by an authorized financial officer of the Grant Agent (Annex
G) and (ii) within eighteen (18) months after termination of this Agreement, an uncertified final consolidated financial statement for all Allocations outstanding as of the date of termination of this Agreement.

(e) Such other ad hoc uncertified financial reports showing indicative expenditures and liabilities for Allocations for which UNICEF is the Grant Agent and for which Cash Transfers have been made as the Trustee may reasonably request.

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 H.

Section 10.4. The Grant Agent shall provide the Secretariat with implementation reports for Activities, excluding Supervision Allocations and Agency Fees, for which an Allocation was approved, and Trust Fund funds transferred in accordance with this Agreement, on an annual basis (or with such other frequency as the Grant Agent and the Secretariat may mutually decide). The Grant Agent will prepare such implementation reports in accordance with UNICEF’s standard reporting formats and practices. The Grant Agent will use its reasonable endeavors to provide additional implementation reports on an ad hoc basis where possible when requested by the Secretariat to update the Board of Directors.

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:

Nalinee Nippita
Senior Adviser, New Aid Modalities
Public Partnerships Division (PPD)
United Nations Children’s Fund
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 account referred to in Section 4.3 above, any amounts due to the Grant Agent under any Allocation until all the Grant Agent’s financial obligations in respect of such Allocation have been satisfied in full. The Grant Agent will hold in the account referred to in Section 2.1 above unused or undisbursed funds from any Allocation, excluding Agency Fees, and income earned on such account until all outstanding financial obligations and liabilities incurred in the implementation of the Activities related to such Allocation have been satisfied.
Section 13.3. The Grant Agent shall return to the Trustee, on terms agreed to with the Trustee, (i) any such unused funds after all such financial obligations and liabilities have been satisfied, as indicated in the final financial statement for all Allocations for an Activity or Activities issued by the Grant Agent to the Trustee in accordance with Section 10.2(d), and (ii) any other funds received by the Grant Agent through Cash Transfers 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 and UNICEF's Information Disclosure Policy, it being understood that in case of a conflict in the treatment of a specific document or information between UNICEF's Information Disclosure Policy and the World Bank's Policy on Access to Information, both entities will use their best efforts to arrive to a satisfactory resolution.

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 under its Articles of Agreement, or UNICEF under the Convention on the Privileges and Immunities of the United Nations, 1946 or the Basic Cooperation Agreement between the respective government and UNICEF, or any applicable law, all of which privileges and immunities are expressly reserved.

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: November 4th, 2016

UNITED NATIONS CHILDREN'S FUND

Olav Kjørv
Director, Public Partnerships Division
Date: 25 October, 2016
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, Supervision Allocations, UNICEF Recovery Charges] 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, Supervision Allocation or UNICEF Recovery Charge 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 B
Letter of Commitment Cancellation

[Date]

[Name of Grant Agent]
[Address]

Global Partnership for Education Fund
Cancellation of 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 3.3 of the Agreement, the Trustee hereby notifies you that the commitment made by the Trustee in the sum of US$[amount] for the [Activities, Supervision Allocation, UNICEF Recovery Charge] listed in the 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]

Attachments

---

2 Select as applicable.
### Global Partnership For Education Fund

**UNICEF Cash Transfer Request**

**As of [date]**

**UNICEF Ref No. ___________**

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Net Cumulative Cash received from the Trustee (1)</th>
<th>Net Cumulative Expenditures and/or Disbursements (2)</th>
<th>Net Cash Position (3) = (1) - (2)</th>
<th>Projected Cash Requirements for Next 12 Months (4)</th>
<th>Projected Net Cash Position (5) = (3) - (4)</th>
<th>Amount of Cash Transfer Request (6)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>[Project I]</strong> Name &amp; UNICEF Grant Number</td>
<td>Activities excluding Agency fees/UNICEF Recovery Charge/Supervision Allocations</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Agency Fees/UNICEF Recovery Charge</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Supervision Allocations</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>[Project X]</strong> Name &amp; UNICEF Grant Number</td>
<td>Activities excluding Agency fees/UNICEF Recovery Charge/Supervision Allocations</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Agency Fees/UNICEF Recovery Charge</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong> [Projects I-X]</td>
<td>Activities excluding Agency fees/UNICEF Recovery Charge/Supervision Allocations</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
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<td>Agency Fees/UNICEF Recovery Charge</td>
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<td>0.00</td>
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<tr>
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<td>Supervision Allocations</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Bank Account Details**

Bank name: ____________________________
Bank address: ____________________________
Bank SWIFT code: ____________________________
Bank account name/number: ____________________________
If payment Via CHIPS: ____________________________
If payment via Fed Wire: ____________________________

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

UNICEF

Annual Report on Cancellations of Global Partnership for Education Fund Activities

As of [date] ____________________
(in [US dollars])

<table>
<thead>
<tr>
<th>Trustee ID</th>
<th>UNICEF Grant Number</th>
<th>Project Title</th>
<th>Beneficiary Country</th>
<th>Original Global Partnership for Education Funding Approved Amount</th>
<th>Allocation Amount Adjustment</th>
<th>Date of Adjustment</th>
<th>Net Project Amount</th>
<th>Project Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<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>
<tr>
<td></td>
<td>[Project 1]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[Project X]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed __________________________ Date __________________________

Name ____________________________
Title ____________________________

* Column (6) and (8) include amounts that may be drawn from UNICEF’s standard financial utilization report (as per Annex G) which are indicative.
Global Partnership for Education Fund

UNICEF

Annual Report on Unused Funds from Global Partnership for Education Fund Activity Closure

As of [date] ____________________

(in [US dollars])

<table>
<thead>
<tr>
<th>Trustee ID</th>
<th>UNICEF Grant Number</th>
<th>Project Title</th>
<th>Beneficiary Country</th>
<th>Total Global Partnership for Education Funding Approved Amount</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>
<tr>
<td>[Project 1]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Project X]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

Signed ____________________ Date ____________________

Name ____________________

Title ____________________

* Figures in column (8) are drawn from UNICEF final financial statement (referred to under section 10.2 (d) (i)). Funds are not "unused" until such statements are issued by UNICEF.
### UNITED NATIONS CHILDREN'S FUND (UNICEF)

**Status of Contribution**

- **External Reference:**
- **Contribution Reference:**
- **Effective Date:**
- **Expiry Date:**
- **Recipient Office(s):**
- **Agreement Currency:** USD
- **Agreement Amount:** USD 0.00
- **Funds Received:** USD 0.00
- **Refunds:** USD 0.00
- **Funds Receivable:** USD 0.00

### Summary of Expenditures (USD)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cumulative Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programmable Expenditure</td>
<td>0.00</td>
</tr>
<tr>
<td>Indirect support cost 8%</td>
<td>0.00</td>
</tr>
<tr>
<td>Total</td>
<td>0.00</td>
</tr>
<tr>
<td>Funds Received in USD</td>
<td>0.00</td>
</tr>
<tr>
<td>Unspent Balance</td>
<td>0.00</td>
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</tbody>
</table>

### Details of Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>Incurred Expense 2006-2015</th>
<th>Incurred Expense 2016</th>
<th>Cash Advances and Prepayments</th>
<th>Cumulative Expenditure</th>
<th>Commitments *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff and Other Personnel Costs</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Supplies and Commodities</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Equipment, Vehicles and Furniture</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Contractual Services</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Travel</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Transfers and Grants to Counterparts</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>General Operating + Other Direct Costs</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Total Programmable Cost</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Indirect support cost 8%</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>Total</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

* "Commitments" include undelivered purchase orders, payment commitments for implementing partners and travel advances approved but not yet paid. The amounts shown in this column represent the status and value of the commitment as at the date the report is produced. As goods are received and commitments in

Prepared by
Simon Cope
Accountant

Certified by
Thomas Asare
Comptroller
# UNITED NATIONS CHILDREN'S FUND (UNICEF)

**OTHER RESOURCES CONTRIBUTION RECEIVED FROM:**

**CERTIFIED STATEMENT OF ACCOUNT AS OF 02 MAY 2016 IN US DOLLARS**

## Status of Contribution

<table>
<thead>
<tr>
<th>External Reference:</th>
<th>Description:</th>
<th>Contribution Reference:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Expiry Date:</th>
<th>Recipient Office(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Agreement Currency: USD

<table>
<thead>
<tr>
<th>Agreement Amount:</th>
<th>USD</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Funds Received:</td>
<td>USD</td>
<td>0.00</td>
</tr>
<tr>
<td>Funds Receivable:</td>
<td>USD</td>
<td>0.00</td>
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</table>

## Summary of Expenditures (USD)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cumulative Expenditure</th>
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<tr>
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<td>0.00</td>
</tr>
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<td><strong>Total:</strong></td>
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</tr>
<tr>
<td>Funds Received in USD:</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Unspent Balance:</strong></td>
<td>0.00</td>
</tr>
</tbody>
</table>

## Details of Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>2015 Incurred Expense</th>
<th>2016 Incurred Expense</th>
<th>Cumulative Expenditure</th>
<th>Commitments*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff and Other Personnel Costs</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
</tr>
<tr>
<td><strong>Total Programmable Cost</strong></td>
<td>0.00</td>
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<td>0.00</td>
</tr>
<tr>
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<td><strong>Total</strong></td>
<td>0.00</td>
<td>0.00</td>
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</tr>
</tbody>
</table>

* "Commitments" include undelivered purchase orders, payment commitments for implementing partners and travel advances approved but not yet paid. The amounts shown in this column represent the status and value of the commitment as at the date the report is produced. As goods are received and commitments in

Prepared by: Simon Cope
Certified by: Thomas Asare

Accountant: Thomas Asare
Comptroller: Simon Cope
Annex H
Form for Authorized Signatories

[Date]

International Bank for Reconstruction and Development,
As Trustee of the Global Partnership for Education Fund
1818 H Street, NW
Washington, DC 20433
United States of America

Attention: Director
Trust Funds and Partnerships
Development Finance

Dear Director:

Re: Amended and Restated Financial Procedures Agreement between the Trustee and [Name of Grant Agent]

I refer to the Amended and Restated Financial Procedures Agreement between the International Bank for Reconstruction and Development, as Trustee (the “Trustee”) of the Global Partnership for Education Fund (the “Trust Fund”) and [Name of Grant Agent], as a Grant Agent for the Trust Fund, dated [Date] (the “Agreement”). For the purposes of the Agreement, with the exception of certified financial statements, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Grant Agent to sign any request or report under the Agreement:

[Name], [Position]  Specimen Signature: __________________________

[Name], [Position]  Specimen Signature: __________________________

[Name], [Position]  Specimen Signature: __________________________

Yours truly,

[Name]  [Position]