

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W. (202) 473-1000
Washington, D.C. 20433 Cable Address: INTBAFRAD
U.S.A. Cable Address: INDEVAS

CONFORMED COPY

Date: November 22, 2011

His Excellency Adrian Vierita
Ambassador
Embassy of Romania
1607 23rd Street, NW
Washington, DC 20008

***Contribution Agreement between the Ministry of Foreign Affairs Romania
and the International Bank for Reconstruction and Development concerning
the Global Partnership for Education Fund (MTO No. 069020)***

Your Excellency:

1. We are pleased to acknowledge on behalf of the International Bank for Reconstruction and Development (“IBRD”), as trustee (the “Trustee”) of the Global Partnership for Education Fund (MTO No. 069020) (the “Trust Fund”) the intention of the Ministry of Foreign Affairs Romania (the “Contributor”) to make available one hundred thousand Euros (€100,000) as a contribution to the Trust Fund (the “Contribution”) which is the funding instrument of the Global Partnership for Education (“GPE”). Other contributors are also expected to contribute to the Trust Fund on the terms and conditions specified in Annex 1 to this contribution agreement (this “Agreement”).
2. The Contribution will be administered by the Trustee on behalf of the Contributor in accordance with the terms of: (i) this Agreement; and (ii) the “Standard Provisions Applicable to the Global Partnership for Education Fund” (“Global Partnership Education Fund Standard Provisions”) attached hereto as Annex 1. Annex 1 constitutes an integral part of this Agreement. Capitalized terms used in this Agreement and not defined herein will have the meanings given to them in the Global Partnership for Education Fund Standard Provisions.
3. The Contributor will deposit the total amount of the Contribution not later than December 31, 2011, into such account with such bank designated in a payment request by the Trustee, upon submission of a payment request by the Trustee.
4. When making such deposit, the Contributor will instruct its corresponding bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Contributor for MTO No 069020 (Global Partnership for Education Fund), and the date of the deposit.

5. The offices responsible for coordination of all matters related to the implementation of this Agreement as of the date hereof are set forth below. Either party may notify the other in writing of a change in responsible officer.

For the Trustee:

Susan McAdams
Director
Multilateral Trusteeship and Innovative Financing
The World Bank
1818 H Street, NW
Washington, DC 20433
U.S.A.

Tel: + 1 202 458 0019
Fax: + 1 202 614 0249

For the Contributor:

Doina Doroftei
Head of Development Assistance Unit
Ministry of Foreign Affairs of Romania
31-33, Aleea Alexandru, Sector 1, Bucharest, Romania

Email: doina.doroftei@mae.ro
Tel: +0040-21-431 13 25
Fax: +0040 21 319 21 81

6. This Agreement may be amended only by written agreement between the Trustee and the Contributor; provided, however, that Annex 1 may only be amended with the agreement of all Contributors contributing to the Trust Fund.

7. The Trust Fund Governance Document and the Charter, as amended from time to time, will provide guidance for the operational and decision-making procedures for the activities funded by this Contribution Agreement.

8. Please confirm your agreement with the foregoing, on behalf of the Contributor, by signing, dating, and returning to us the enclosed copy of this Agreement. Upon receipt by the Trustee of the copy of this Agreement countersigned by you, this Agreement will become effective as of the date of the countersignature.

Sincerely,

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

/s/ Axel van Trotsenburg
Vice President, Concessional Finance and Global Partnerships

CONFIRMED AND AGREED:

MINISTRY OF FOREIGN AFFAIRS OF ROMANIA

/s/ Adrian Vierita
His Excellency Adrian Vierita
Ambassador of Romania to the United States

Date: November 23, 2011

Annex 1

Global Partnership for Education Fund Contribution Agreement

Standard Provisions Applicable to the Global Partnership for Education Fund

The following provisions will be applicable to and form an integral part of all Contribution Agreements entered into between the Trustee, acting not for its own account but solely in its capacity as trustee of the Trust Fund, and the Contributors.

1. Definitions

1.1. Capitalized terms used hereinafter, but not otherwise defined in the Contribution Agreement, will have the meanings ascribed to them below:

- (a) **“Activity” or “Activities”** means an activity, a set of activities, or a part thereof, to be financed with funds from the Trust Fund, as approved by the Board based upon a Proposal;
- (b) **“Agency Fees”** means the fees charged by a Supervising Entity or Implementer and agreed by the Board in order to assist in the defrayment of administrative and other costs incurred in connection with the management and administration of Transferred Funds;
- (c) **“Allocation”** means the portion of the Trust Fund that has been approved by the Board for allocation to Activities and associated Agency Fees and, where applicable, a Supervision Allocation;
- (d) **“Board”** means the Board of Directors of the Global Partnership for Education, as described in the Charter;
- (e) **“Chair”** means the independent, non-voting Chair of the Board and of the Global Partnership for Education as a whole, as described in the Charter;
- (f) **“Chair Work Program and Budget”** means the work program and budget resources associated with delivery of the Chair’s roles and responsibilities, as described in the Charter;
- (g) **“Charter”** means the Charter of the Global Partnership for Education adopted by the Board, 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;

- (h) **“Contribution”** means each Contributor’s respective contribution to the Trust Fund, and **“Contributions”** means the aggregate of all the contributions to the Trust Fund;
- (i) **“Contribution Agreement”** means any agreement or arrangement entered into between the Trustee and any Contributor in respect of the Contributor’s Contribution;
- (j) **“Contributor”** means any country (including any ministry and agency thereof) or, if agreed by the Board and the Trustee, such other public or private entity, that provides a Contribution;
- (k) **“Donor Balance Account”** means a trust fund maintained or to be maintained by the World Bank to temporarily hold funds prior to being either refunded to a donor or transferred to an existing trust fund;
- (l) **“Developing Country Partner”** means a country: (i) that receives Trust Fund funds from a Supervising Entity through a Grant Agreement; or (ii) on whose behalf an Implementer implements an Activity;
- (m) **“Donor Country Partner”** means a country represented in a donor country constituency of the Board as described in the Charter.
- (n) **“End Transfer Date”** means the last day on which transfers can be made from the Trust Fund to Supervising Entities or Implementers, as determined by the Board in consultation with the Trustee;
- (o) **“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 and private foundations and other development stakeholders, with the aim of accelerating progress towards the Education for All goals;
- (p) **“Grant Agreement”** means an agreement or other arrangement entered into between a Supervising Entity and a Developing Country Partner or other entity in respect of an Activity;
- (q) **“Holding Currency”** means the currency in which the Contributions in the Trust Fund account will be held, which is United States dollars;
- (r) **“IBRD”** means the International Bank for Reconstruction and Development;
- (s) **“IDA”** means the International Development Association;
- (t) **“Implementer”** means any Multilateral Agency Partner or any Donor Country Partner designated to receive Transferred Funds and implement Activities as approved by the Board in consultation with the Trustee;

- (u) **“Multilateral Agency Partner”** means any multilateral agency represented in the multilateral agency constituency of the Board as described in the Charter;
- (v) **“Operational Manual”** means the manual prepared by the Secretariat, in consultation with the Trustee, comprising the detailed procedures for accessing, and reporting on use of, Trust Fund funds as may be amended from time to time;
- (w) **“Proposal”** means any proposal submitted to the Board seeking Trust Fund funds for an Activity;
- (x) **“Secretariat”** means the unit established within IBRD to support the work of the Board and the Global Partnership for Education, as described in the Charter;
- (y) **“Secretariat Work Program and Budget”** means the work program and budget resources associated with delivery of the Secretariat’s roles and responsibilities, as approved by the Board;
- (z) **“Supervising Entity”** means any Multilateral Agency Partner or any Donor Country Partner designated to receive Transferred Funds and supervise an Activity, as approved by the Board and in consultation with the Trustee;
- (aa) **“Supervision Allocation”** means the portion of the Trust Fund allocated to a Supervising Entity to offset costs associated with supervising an Activity;
- (bb) **“Transfer Agreement”** means any agreement or arrangement entered into between the Trustee and a Supervising Entity or Implementer that is not IBRD in respect of Transferred Funds;
- (cc) **“Transfer Memorandum”** means a memorandum specifying the applicable procedures for the transfers of funds from the Trust Fund by the Trustee to other units of IBRD for each of: (i) the Secretariat Work Program and Budget; and (ii) Activities for which IBRD is acting as Supervising Entity or Implementer;
- (dd) **“Transferred Funds”** means Trust Fund resources transferred to a Supervising Entity, Implementer, or to IBRD for the approved Secretariat Work Program and Budget;
- (ee) **“Trustee Costs”** means the administrative and other costs incurred by the Trustee in connection with the performance of its financial administration services in support of the Trust Fund;
- (ff) **“Trust Fund”** means the trust fund entitled the “Global Partnership for Education Fund”;
- (gg) **“Trust Fund Governance Document”** means the document adopted by the Board, in consultation with the Trustee, that establishes the operational and decision-making

procedures for the Trust Fund, as may be amended by the Board from time to time in consultation with the Trustee; and

(hh) **“World Bank”** means IBRD and/or IDA.

2. Establishment of the Trust Fund

2.1. The Trust Fund is established to (i) manage Contributions to support the “Eligible Activities” described in the Trust Fund Governance Document; and (ii) transfer such Contributions and any investment income earned from the Trust Fund funds.

2.2 The governance arrangements of the Global Partnership for Education and its partners’ roles and responsibilities are set forth in the Charter. The governance arrangements for this Trust Fund and its operational framework are set forth in the Trust Fund Governance Document. Both the Charter and the Trust Fund Governance Document may be amended from time to time in accordance with their respective terms, provided that no Contributor will be obligated to make any additional contributions following any such amendment. In the event of any conflict between the provisions of the Trust Fund Governance Document or the Charter and the terms of this Contribution Agreement, the terms of this Contribution Agreement will prevail.

3. Administration of the Contributions

3.1. The Trustee will be responsible only for performing those functions specifically set forth in the Contribution Agreement and will not be subject to any other duties or responsibilities to the Contributors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Contribution Agreement will be considered a waiver of any privileges or immunities of IBRD under its Articles of Agreement or any applicable law, all of which are expressly reserved.

4. Commingling, Exchange and Investment of the Contributions

4.1. The Contribution funds in the Trust Fund will be accounted for as a single trust fund and will be kept separate and apart from the funds of IBRD. The Contribution funds may be commingled with other trust fund assets maintained by IBRD.

4.2. The Contribution funds may be freely exchanged by the Trustee into other currencies as may facilitate their transfer.

4.3. The Contributor agrees to pay its Contribution in the currency stated in its respective Contribution Agreement or in the Holding Currency. In the event that Contributions are received in a currency other than the Holding Currency, promptly upon the receipt of such amounts, the Trustee will convert such amounts into the Holding Currency at the exchange rate obtained by the Trustee on the date of the conversion. Where Contributions prove to be insufficient to complete Activities as a result of an exchange rate fluctuation, neither the Trustee nor the Contributor will bear any responsibility for providing any additional financing.

4.4. The Trustee will invest the Trust Fund funds, including the Contributions, pending their transfer, in accordance with the Trustee's policies and procedures for the investment of trust funds administered by the Trustee. The Trustee will credit all income from such investment to the Trust Fund to be used for the purposes of the Trust Fund.

5. Use and Purpose of the Trust Fund Funds

5.1. Subject to the availability of applicable funds held in the Trust Fund as determined by the Trustee, the Trustee will make commitments, transfer and/or use the Trust Fund funds for any purpose approved and in the amount allocated by the Board, in accordance with the terms of the Trust Fund Governance Document, the Contribution Agreement, and the relevant Transfer Agreement or Transfer Memorandum.

6. Trustee Costs, Agency Fees and Supervision Allocations

6.1 The Trust Fund funds may be used to pay the Trustee Costs. Upon approval by the Board of any proposal for Trustee Costs, the Trustee may transfer for the Trustee, the respective amount approved, provided the amount transferred will be subject to an end of year adjustment based on actual costs incurred.

6.2. Subject to the availability of applicable funds held in the Trust Fund, as determined by the Trustee, the Trust Fund funds may also be used to pay the Agency Fees and Supervision Allocations, where applicable, as approved by the Board at the time of its approval of an Activity. The Agency Fees of each Supervising Entity or Implementer, and Supervision Allocation of each Supervising Entity, will be included in each of the relevant Transfer Agreements and, with respect to IBRD, the Transfer Memorandum.

7. Secretariat Work Plan and Budget and Chair Work Plan and Budget

7.1 The Trust Fund funds may also be used to pay for services provided to the Global Partnership for Education by the Secretariat and by the Chair. The Board will approve the Secretariat Work Plan and Budget and the Chair Work Plan and Budget on an annual basis. Upon approval by the Board of an annual Secretariat Work Plan and Budget or the Chair Work Plan and Budget, the Trustee will, subject to the availability of applicable funds held in the Trust Fund, as determined by the Trustee, transfer the respective amount of compensation approved to IBRD for the Secretariat Work Plan and Budget, and to the relevant Supervising Entity or Implementer for the Chair Work Plan and Budget, each of which will be subject to an end of year adjustment based on actual costs incurred.

8. Transfer of Funds to Supervising Entities and Implementers

8.1 The Trustee will, subject to paragraph 5.1 above, commit the amount of the Trust Fund funds allocated by the Board and transfer such amounts to the Supervising Entities and Implementers, including the IBRD in its role as a Supervising Entity or Implementer or Secretariat, in accordance with the Transfer Agreement or Transfer Memorandum, as appropriate.

8.2 Except as the Trustee and Board may otherwise agree, each Transfer Agreement and Transfer Memorandum will provide that:

- (a) Each Supervising Entity or Implementer will be responsible for:
 - (i) the use of the Trust Fund funds transferred to it and Activities carried out therewith in accordance with (x) its own policies and procedures including those related to eligible expenditures, audit, employment and supervision of consultants and the procurement of goods and works and its framework to combat fraud and corruption and (y) the applicable decisions of the Board, including the purpose for which the specific Allocations have been approved by the Board;
 - (ii) maintenance of books, records, documents, and other evidence in accordance with its usual accounting procedures to sufficiently substantiate the use of the Transferred Funds;
 - (iii) provision of certain periodic financial reports for both individual Activities for which an Allocation was approved and for its portfolio of Activities, as agreed between the Trustee and the Board; and
 - (iv) provision of certain periodic implementation reports for both individual Activities for which an Allocation was approved and for the portfolio of Activities of the Supervising Entity or Implementer, in accordance with the Trust Fund Governance Document or Operational Manual.
- (b) any Grant Agreement that the corresponding Supervising Entity enters into with a Developing Country Partner, will provide that if the Supervising Entity determines that Trust Fund funds are used in a manner inconsistent with the corresponding Grant Agreement, the Developing Country Partner will promptly refund the Trust Fund funds to the Supervising Entity and the Supervising Entity will promptly return such funds to the Trust Fund;
- (c) if the Board notifies the Trustee through the Secretariat that the Board has determined, following consultation with the Supervising Entity or Implementer, that Transferred Funds have been used in a manner inconsistent with the terms of the corresponding Transfer Agreement or Transfer Memorandum or the applicable decisions of the Board, the Trustee will withhold transfers to such Supervising Entity or Implementer and/or require the Supervising Entity or Implementer to promptly return such funds to the Trustee or as otherwise instructed by the Board;
- (d) any Grant Agreement that the Supervising Entity enters into with a Developing Country Partner will provide that the Supervising Entity will only be obligated to make funds available under the Grant Agreement to the extent the Supervising Entity has received funding from the Trustee and that neither the Supervising Entity nor the Trustee will have any personal liability to the Developing Country Partner for any shortfall in funding under such grant agreement; and

- (e) if Activities are canceled prior to completion, the relevant Supervising Entity or Implementer will return to the Trust Fund any unused funds for such Activities and for the associated Supervision Allocations.

8.3. 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 Trustee will, except as the Trustee and the Board may otherwise agree, include in each Transfer Agreement and Transfer Memorandum a requirement that the Supervising Entity or Implementer, undertake to use reasonable efforts, consistent with its policies and procedures, to ensure that the Trust Fund funds provided to the Supervising Entity or to the Implementer by the Trustee are used for their intended purposes and are not diverted to terrorists or their agents. The Supervising Entities will include provisions corresponding to the above in any Grant Agreement that the Supervising Entity enters into with Developing Country Partner.

8.4. Except as the Trustee and the Board may otherwise agree, each Transfer Agreement and Transfer Memorandum will name the Contributors as third party beneficiaries with direct rights on the part of the Contributors to seek recourse under the Transfer Agreement or Transfer Memorandum and will provide the Trustee with the rights of novation and assignment to enable the Contributors to seek direct recourse against a Supervising Entity or Implementer.

8.5. Except as the Trustee and the Board may otherwise agree, the Trustee will also include in each Transfer Agreement and the Transfer Memorandum that the Supervising Entity or Implementer may invite the Contributors to participate in its supervision missions related to the Trust Fund and that, if any Contributor wishes to request to review or evaluate activities of a Supervising Entity or Implementer financed by the Trust Fund, the Contributor and the Supervising Entity or Implementer will agree on the scope and conduct of such review or evaluation, and the Supervising Entity or Implementer will provide all relevant information within the limits of its policies and procedures. It is understood that any such review or evaluation will not constitute a financial compliance or other audit of the Trust Fund. All associated costs will be borne by the Contributor, unless otherwise agreed.

8.6. The Trustee will require, and accept from, the Supervising Entities and Implementers that have received Trust Fund funds from the Trustee, periodic financial reports, including annual financial statements, audited or unaudited as agreed with Supervising Entities and Implementers and the Board. The Trustee will make available such reports to the Contributors and to the Board through the Secretariat.

8.7. Upon the transfer of Trust Fund funds to Supervising Entities or Implementers, the Trustee will have no responsibility for the use of the Trust Fund funds transferred and Activities carried out therewith. Each Supervising Entity and Implementer will be responsible for reporting through the Secretariat to the Board and to the Contributors on their Activities carried out with the Trust Fund funds pursuant to the Trust Fund Governance Document and the respective Transfer Agreement or Transfer Memorandum and the decisions of the Board.

8.8. The Contributors will have no liability for any third party claims for damages arising out of the Trust Fund or the use of funds therefrom.

9. Employment of Consultants and Procurement of Goods

9.1. Procurement of goods and services by the Trustee and the Secretariat for activities financed by the Trust Fund funds will be made in accordance with the policies and procedures of IBRD. Procurement of goods and services for activities financed by the Trust Fund funds transferred to the Supervising Entities and Implementers will be made in accordance with the policies and procedures of the respective Supervising Entity or Implementer as set out in paragraph 8.2 above.

10. Accounting and Financial Reporting

10.1. The Trustee will maintain separate records and ledger accounts in respect of the Trust Fund funds deposited in the Trust Fund and transfers made therefrom.

10.2. The Trustee will report to the Board annually unless otherwise agreed between the Trustee and the Board, on the status of Allocations recorded by the Trustee, commitments and transfers from the Trust Fund and receipts of funds in the Trust Fund.

10.3 The Trustee will provide to the Contributors via the World Bank's Trust Fund Donor Center secure website, within six (6) months following the end of each Trustee fiscal year, an annual single audit report, comprising (1) a management assertion together with an attestation from the Trustee's external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (2) a combined financial statement for all cash-based trust funds together with the Trustee's external auditor's opinion thereon. The cost of the single audit will be borne by the Trustee. If a Contributor wishes to request, on an exceptional basis, a financial statement audit by the Trustee's external auditors of the Trust Fund, the Contributor and the Trustee will first consult as to whether such an external audit is necessary. The Trustee and the Contributor will agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Trustee will arrange for such external audit. The costs of any such audit, including the internal costs of the World Bank with respect to such audit, will be borne by the requesting Contributor.

11. Transfer, Cancellation, Refund

11.1 It is expected that the Contributions will be fully transferred by the Trustee by the End Transfer Date as decided by the Board in consultation with the Trustee. The Trustee will only transfer Trust Fund funds for the purposes of this Contribution Agreement after such date with the written approval of all of the Contributors and the Board.

11.2. In the event that the Board will cease making Allocations from the outstanding balance of the Trust Fund pursuant to the terms of the Trust Fund Governance Document, the Trustee will continue to administer the Trust Fund after the date of cessation of Allocations by the Board in accordance with the provisions of the Contribution Agreement and the Transfer Agreements and Transfer Memorandum until such time the obligations of the Trustee set forth in paragraph 11.5 below are fulfilled. In such event, the Trustee after consultation with the Board, will return any unused amount of compensation allocated for the Administrative Costs of the Trustee calculated on an actual basis.

11.3. The Trustee may terminate its role as Trustee of the Trust Fund at any time after providing the Board and Contributors six (6) months notice in writing. Following termination, the Trustee will carry on no business for the Trust Fund except for the purpose of winding up its affairs. The Trustee will, in consultation with the Board to the extent possible, take all necessary action for winding up its affairs in an expeditious manner, and for meeting the commitments already made by the Trustee.

11.4. Any Contributor may, upon three (3) months' prior written notice, cancel all or part of the remaining balance of its Contribution that is not allocated by the Board prior to the receipt of such notice. In the event of such cancellation, the Trustee will, as instructed by the relevant Contributor in writing, promptly return directly to the relevant Contributor or to the relevant Donor Balance Account or transfer to any other trust fund or fund administered by IBRD, such Contributor's pro-rata share of the outstanding unallocated balance of the Trust Fund funds.

11.5. Following the End Transfer Date as set out in paragraph 11.1 above, the Trustee will, as instructed by each Contributor in writing, return such pro-rata share of any remaining balance of the Trust Fund funds directly to such Contributor, or, to the relevant Donor Balance Account, or, transfer such remaining balance to any other trust fund or fund administered by IBRD. If the Trustee receives any funds returned from any Supervising Entity or Implementer after the End Transfer Date, the Trustee will return such Contributor's pro-rata share of said funds directly to the Contributor, or, to the relevant Donor Balance Account, or, transfer such remaining balance to any other trust fund or fund administered by IBRD, as instructed by such Contributor in writing.

12. Disclosure

12.1. The Trustee will disclose the Contribution Agreements and related information on this Trust Fund in accordance with its Policy on Access to Information. By entering into Contribution Agreements, the Contributors consent to such disclosure of their respective Contribution Agreements and such related information.