

Amendment No. 1 to the Contribution Agreement between the Rockefeller Foundation and the International Bank for Reconstruction and Development concerning the Global Partnership for Education Fund (MTO No. 069020)

1. Reference is made to the Contribution Agreement between the Rockefeller Foundation (the “Contributor”) and the International Bank for Reconstruction and Development (“Bank”, and together with the Contributor, the “Parties” and each a “Party”), as trustee (“Trustee”) of the Global Partnership for Education Fund (the “Trust Fund”), effective as of October 11, 2016 (the “Contribution Agreement”). Capitalized terms used in this Amendment (the “Amendment”), but not otherwise defined herein, shall have the meanings ascribed to them in the Contribution Agreement.

2. The Parties agree to amend the Contribution Agreement as follows:

- (a) The definitions of “Charter”, “Developing Country Partner” and “Grant Agent” of the Annex to the Contribution Agreement are deleted and replaced with the following in alphabetical order:

“**Charter**” means the Charter of the Global Partnership for Education adopted by the Board which establishes the governance arrangements and roles and responsibilities of the partners in the Global Partnership for Education.”

“**Grant Agent**” means any organization approved by the Board, in consultation with the Trustee, to enter into a Financial Procedures Agreement or Financial Procedures Memorandum to receive Cash Transfers and implement Activities as approved by the Board, or to supervise an Activity.

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

- (b) All references in the Contribution Agreement to “Developing Country Partner” are replaced with “Partner Country”.

- (c) Paragraph 1.1 (v) of the Annex to the Contribution Agreement is amended to read as follows:

“(v) “**Holding Currency**” means the currency or currencies in which the Trustee maintains the Trust Fund in accordance with the Contribution Agreements/Arrangements.”

- (d) A new paragraph 2.3 is added to the Annex to the Contribution Agreement reading as follows:

“2.3. The Trust Fund shall consist of: (i) the GPE Fund general account; and (ii) the GPE West Bank and Gaza Program Sub-Account. Except as specifically provided by the Standard Provisions Applicable to the GPE West Bank and Gaza Program Sub-Account set forth in Schedule 2 attached to this Annex, these Standard Provisions Applicable to the Global Partnership for Education Fund shall apply mutatis mutandis to the GPE West Bank and Gaza Program Sub-Account.”

- (e) Paragraph 4.3 of the Annex to the Contribution Agreement is amended to read as follows:
- “4.3. The Contributor shall pay its Contribution in the currency stated in its respective Contribution Agreement/Arrangement or in a Holding Currency. In the event that Contributions are received in a currency other than a Holding Currency, promptly upon the receipt of such amounts, the Trustee shall, in accordance with procedures mutually accepted by the Trustee and the Secretariat, convert such amounts into a 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 shall bear any responsibility for providing any additional financing.”
- (f) A new paragraph 4.5 is added to the Annex to the Contribution Agreement reading as follows:
- “4.5. The Trust Fund shall be maintained by the Trustee in the currency or currencies set forth in the Schedule 1 (Holding Currencies) attached to this Annex, as the same may be amended from time to time in accordance with the provisions of the Contribution Agreements/Arrangements.”
- (g) A new paragraph 4.6 is added to the Annex to the Contribution Agreement reading as follows:
- “4.6. Contribution funds not yet received by the Trustee may be used to carry out foreign exchange transactions in accordance with the provisions of the Trust Fund Governance Document. Neither the Trustee nor the Contributor shall bear any responsibility for any costs in connection with any foreign exchange transactions. For avoidance of doubt, the Trust Fund shall bear all liabilities associated with these transactions.”
- (h) Paragraph 7.1 of the Annex to the Contribution Agreement shall be deleted and replaced with the following:
- “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 shall approve the Operating Expenses Budget. Upon approval by the Board of the Operating Expenses Budget, the Trustee shall, subject to the availability of applicable funds held in the Trust Fund, as determined by the Trustee, transfer to the Secretariat the respective amount of compensation approved for the Operating Expenses Budget, each of which shall be subject to an end of year adjustment based on actual costs incurred.”
- (i) Paragraph 11.4 of the Annex to the Contribution Agreement is amended to read as follows:
- “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 the Bank, such Contributor’s pro-rata share of the outstanding unallocated balance of the Trust Fund funds in United States Dollars.”

- (j) A new paragraph 13 is added to the Annex to the Contribution Agreement reading as follows:

“13. Dispute Resolution; Limitation on Contributor Liability

13.1. The Contributors and the Trustee shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Contribution Agreements/Arrangements.

13.2. In providing funds under the Contribution Agreements/Arrangements, the Contributors do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.”

- (k) A new Schedule 1 is added and attached to the Annex to the Contribution Agreement reading as set forth in the Attachment to this Amendment.

- (l) A new Schedule 2 is added to the Annex to the Contribution Agreement reading as set forth in the Attachment to this Amendment.

3. All other terms of the Contribution Agreement shall remain the same.

4. The Bank will disclose this Amendment and related information on the Trust Fund in accordance with the Bank’s Policy on Access to Information. By entering into this Amendment, the Contributor consents to disclosure of this Amendment and related information on the Trust Fund.

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5. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Parties are requested to sign and date this Amendment, and upon possession by the Trustee of this fully signed Amendment and respective amendments signed by all other Contributors to the Trust Fund, this Amendment shall become effective as of the date of the last signature.

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

By: Brice J.M Quesnel
Name: Brice J.M Quesnel
Title: Acting Director, Trust Fund and Partner Relations, Development Finance
Date: 31-Aug-2023

ROCKEFELLER FOUNDATION

By: Erica Guyer
Name: Erica Guyer
Title: Secretary
Date: 31-Aug-2023

Attachments: as stated

SCHEDULE 1
Holding Currencies

1. United States Dollars
2. Euros

SCHEDULE 2

Standard Provisions Applicable to the GPE West Bank and Gaza Program Sub-Account

1. When the Contributor makes a Contribution to the Trust Fund for the purpose of supporting the GPE West Bank and Gaza Program, it will designate in writing that its Contribution will be allocated to the GPE West Bank and Gaza Program and the amount of funds to be allocated to such program.
2. When the Contributor designates an allocation of its Contribution funds, in whole or in part, to the GPE West Bank and Gaza Program pursuant to paragraph 1 above, the Trustee will credit the amount of the Contribution funds designated by the Contributor to the GPE West Bank and Gaza Program Sub-Account.
3. Subject to paragraph 4 below and to the availability of applicable funds held in the GPE West Bank and Gaza Program Sub-Account as determined by the Trustee, the Trustee shall make commitments, transfer and/or use the Sub-Account funds for any purpose approved and in the amount allocated by the GPE Board, in accordance with the terms of the GPE Fund Governance Document, the Contribution Agreement/Arrangement, and the relevant Financial Procedures Agreement/Arrangement or Financial Procedures Memorandum.
4. Commitments and transfers of Trust Fund funds by the Trustee for the Trustee Costs and the Operating Expenses Budget will be applied against the GPE Fund general account and the GPE West Bank and Gaza Program Sub-Account on a pro rata basis calculated based on the cash balance of funds in each account.
5. Any return of funds received by the Trustee will be credited to the relevant account from which the original funding was provided.
6. Only the Contributors to the GPE West Bank and Gaza Program will have beneficiary interests in the GPE West Bank and Gaza Program Sub-Account resources.
7. Any Contributor to the GPE West Bank and Gaza Program 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 GPE Board prior to the receipt of such notice. In the event of such cancellation, the Trustee shall, 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 the Bank, such Contributor's pro-rata share of the outstanding unallocated balance of the GPE West Bank and Gaza Program Sub-Account funds in United States Dollars.