

Contribution Agreement between the Swiss Confederation, acting through its Federal Department of Foreign Affairs, and the International Bank for Reconstruction and Development concerning the Trust Fund for Climate Risk and Early Warning Systems (MTO No. 069031)

1. The International Bank for Reconstruction and Development as Trustee of the Climate Risk and Early Warning Systems Trust Fund (the “Trustee”) (the “Trust Fund”) acknowledges that the Swiss Confederation, acting through its Federal Department of Foreign Affairs (the “Contributor”, and together with the Trustee, the “Parties” and each a “Party”), agrees to contribute a grant in the sum of nine million Swiss Francs (CHF 9,000,000) as a contribution to the Trust Fund (the “Contribution”). 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 shall be administered by the Trustee on behalf of the Contributor in accordance with the terms of this Agreement and the “Standard Provisions Applicable to the CREWS Trust Fund” (“Standard Provisions”) attached hereto as Annex 1. The Standard Provisions constitute an integral part of this Agreement. Capitalized terms used in this Agreement and not defined herein shall have the meanings given to them in the Climate Risk and Early Warning Systems Governance Document adopted by the Steering Committee on September 12, 2016 as may be amended from time to time in accordance with its terms (the “Governance Document”). In the event of any conflict between the provisions of this Agreement and the Governance Document, the provisions of this Agreement shall prevail over the Governance Document.
3. The Contributor shall deposit the Contribution in cash into such account with such bank designated in a payment request by the Trustee, promptly following countersignature of this Agreement by the Contributor and submission of a payment request by the Trustee.
4. When making such deposit, the Contributor shall instruct its corresponding bank to include in its deposit details information (remittance advice) field of its SWIFT payment message, information indicating: the amount deposited, that the deposit is made by the Contributor for MTO No. 069031 (Climate Risk and Early Warning Systems), and the date of the deposit (the “Deposit Instructions”).
5. Promptly upon the receipt of the Contribution funds and the accompanying Deposit Instructions, the Trustee shall convert such funds into the United States dollars at the exchange rate obtained by the Trustee on the date of the conversion. Where the Contribution funds prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Trustee nor the Contributor shall bear any responsibility for providing any additional financing.

6. The offices responsible for coordination of all matters related to the implementation of this Agreement are as follows. Either party may notify the other in writing of a change in responsible officer.

For the Trustee:

Director
Trust Funds and Partner Relations
Development Finance
The World Bank
1818H Street, NW
Washington, DC 20433
U.S.A.

Fax: +1 202 522 0377
Email: crewstrustee@worldbank.org

For the Contributor:


Antonia Sutter
Programme Manager
Federal Department of Foreign Affairs
Swiss Agency for Development Cooperation
Global Cooperation / Global Programme Climate Change and Environment
Office A2132
Freiburgstrasse 130, 3003 Bern
Switzerland

Tel: +41 (0)58 460 83 29
E-mail: antonia.sutter@eda.admin.ch

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

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


**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the Climate Risk and Early Warning Systems Trust Fund**

By: 

Dirk Reinermann
Director
Trust Funds and Partner Relations
Development Finance

Date: 13-Nov-2018

**SWISS CONFEDERATION,
acting through its Federal Department of Foreign Affairs**

By: 

Pio Wennubst
Ambassador
Vice-Director General
Federal Department of Foreign Affairs
Swiss Agency for Development and Cooperation

Date: 19-Nov-2018

Standard Provisions Applicable to the CREWS Trust Fund

The following provisions shall 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. Defined terms used in the Standard Provisions and not defined herein have the same meaning as provided for such terms in the Governance Document.

1. Establishment of the Trust Fund

1.1 The International Bank for Reconstruction and Development (“IBRD”) acting in its capacity as trustee (the “Trustee”) will establish the Climate Risk and Early Warning Systems trust fund (the Trust Fund) to receive contributions and will hold in trust, as legal owner, and administer the funds, assets and receipts that constitute the Trust Fund, to support the activities of the CREWS. Without prejudice to the foregoing, and except as otherwise provided herein, the Trustee will administer the funds, assets and receipts that constitute the Trust Fund only for the objectives and scope of the Governance Document adopted by the Steering Committee as may be amended from time to time in accordance with its terms (the “Governance Document”).

1.2 The Trustee is authorized to accept contributions to the Trust Fund from the Contributors. In accepting contributions to the Trust Fund from any Contributor, the Trustee will enter into a contribution agreement (a “Contribution Agreement”) in a form and substance satisfactory to the Trustee.

2. Administration of the Contributions

2.1 The Trustee shall be responsible only for performing those functions specifically set forth in the Contribution Agreements and shall 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 the Contribution Agreements shall be considered a waiver of any privileges or immunities of the IBRD under its Articles of Agreement or any applicable law, all of which are expressly reserved.

3. Commingling, Exchange and Investment of the Contributions

3.1. The Contribution funds in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the IBRD. The Contribution funds shall be held in the United States Dollars. The Contribution funds may be commingled with other trust fund assets maintained by the IBRD.

3.2. The Contribution funds may be freely exchanged by the Trustee into other currencies as may facilitate their administration and disbursement of funds.

3.3. The Trustee shall invest and reinvest the Contribution funds pending their disbursement in accordance with the Trustee's policies and procedures for the investment of trust funds administered by the Trustee. The Trustee shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contribution funds.

4. Use of the Trust Fund Funds

4.1 Subject to the availability of applicable funds held in the Trust Fund as determined by the Trustee, the Trustee may commit, transfer and/or use the Trust Fund funds for any purpose approved and in the amount allocated by the Steering Committee, in accordance with the terms of the Governance Document and the Contribution Agreement.

4.2. Further to paragraph 4.1 above and subject to the availability of applicable funds held in the Trust Fund as determined by the Trustee, the Trustee may commit and transfer the Trust Fund funds to the Implementing Partners in accordance with the financial procedures agreements entered into between the Trustee and each respective Implementing Partner (Financial Procedures Agreement(s)).

4.3. The Financial Procedures Agreements shall provide that each Implementing Partner shall be responsible for:

- (i) the use of the Trust Fund funds transferred to it and activities carried out therewith in accordance with: (a) its policies and procedures (including those in respect of procurement of goods and services and reporting arrangements); and (b) the applicable decisions of the Steering Committee, including the purpose for which the Allocations of the Trust Fund funds have been approved;
- (ii) maintaining books, records, documents, and other evidence in accordance with its usual accounting procedures to sufficiently substantiate the use of the Trust Fund funds transferred to it; and
- (iii) reporting to the Steering Committee through the Secretariat on the Project activities and results based on a format agreed by the Steering Committee.

In addition, recognizing the obligations of the Implementing Partner member countries under various United Nations Security Council Resolutions to take measures to prevent financing of terrorists, the Trustee will include in each Financial Procedures Agreement that the Implementing Partner will use reasonable efforts in accordance with the Implementing Partners' policies and procedures, to ensure that the funds provided to the Implementing Partner by the Trustee are used for their intended purposes and are not diverted to terrorists or their agents.

4.4. The Trustee shall require, and accept from, the Implementing Partner that have received the Trust Fund funds from the Trustee, periodic financial reports including annual audited financial statements, unless otherwise agreed by the Steering Committee. The Trustee shall furnish the Steering Committee with: (i) copies of all audited financial reports; and (ii) any other relevant financial information received from the Implementing Partners under the Financial Procedures Agreements, as determined by the Trustee.

4.5 Upon transfer of funds, the Trustee will have no responsibility for the use of Trust Fund resources transferred and activities carried out therewith, including collection of return of other funds due to any Implementing Partner from any receipt of the CREWS funding or any other entities. Each Implementing Partner will be responsible for reporting to the Steering Committee on the use of the Trust Fund funds transferred to it, including with respect to the activities carried out with the Trust Fund funds pursuant to the Governance Document and decisions adopted by the Steering Committee.

5. Return of Funds by Implementing Partners

5.1 The Trustee will receive, by way of transfers of funds from the Implementing Partners pursuant to their respective Financial Procedures Agreements, any return of funds which are received or held by the Implementing Partners and due to be returned to the Trust Fund under the terms of the relevant CREWS funding approved by the Steering Committee in accordance with the terms of the Governance Document. Any return of funds received by the Trustee will be credited to the Trust Fund to be further used for the purposes of the Trust Fund.

6. Administrative Costs

6.1 Costs incurred by the Trustee and the Secretariat shall at all times be covered in their entirety by the Trust Fund resources. For the purposes of funding such costs, the Trustee and the Secretariat shall submit to the Steering Committee annual Administrative Costs. The first annual Administrative Costs shall include reimbursement for costs incurred prior to Administrative Costs approval. Upon approval by the Steering Committee of any Administrative Costs proposal from the Trustee or the Secretariat, the Trustee may transfer to the Trustee or the Secretariat, as the case may be, the respective amount approved; provided that such amount of compensation transferred may be subject to an end of year adjustment based on actual costs incurred.

7. Employment of Consultants and Procurement of Goods

7.1 Procurement of goods and services by the Trustee for activities financed by the Trust Fund funds shall be made in accordance with the policies and procedures of the Trustee. Procurement of goods and services by the Secretariat for activities financed by the Trust Fund funds shall be made in accordance with the policies and procedures of the WMO. Procurement of goods and services for activities financed by the Trust Fund funds transferred to the Implementing Partners shall be made in accordance with the policies and procedures of the respective Implementing Partner as set out in paragraph 4.3 above.

8. Records and Reporting

8.1 The Trustee shall maintain separate records and ledger accounts with respect of the funds in the Trust Fund and transfers made therefrom.

8.2 The Trustee shall report to the Steering Committee annually unless otherwise agreed between the Trustee and the Steering Committee, on the financial status of the Trust Fund, including information on the status of Contributions, investment income, commitments, transfers and funds available for allocation by the Steering Committee.

8.3 The Trustee shall provide to the Steering Committee, within six (6) months following the end of each fiscal year of the Trustee, an annual single audit report, comprising (i) a management assertion together with an attestation from the World Bank's external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the Trustee's external auditors' opinion thereon. The cost of the single audit shall be borne by the Trustee.

8.4 Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the holding currency of the Trust Fund with respect to the Trust Fund funds will be made available to the Contributors.

8.5 If the Steering Committee wishes to request, on an exceptional basis, a financial statement audit by the Trustee's external auditors of the Trust Fund, the Steering Committee shall first consult as to whether such an external audit is necessary. The Trustee and the Steering Committee shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Trustee shall arrange for such external audit and forward a copy of such auditor's report to the Steering Committee. The Trustee may deduct the costs of any such audit, including the internal costs of the Trustee with respect to such audit, from available funds in the Trust Fund. If such funds are insufficient to cover the cost of such audits, the Contributors will pay the Trustee such amount as is required to reimburse the Trustee for the cost of such audit. The Contributors shall share the amount of such payment on a pro rata basis based on the actual cumulative contributions made to the Trust Fund.

8.6 The Contributors acknowledge and agree that the provision of any financial statements and progress reports from Implementing Partners is the responsibility of the respective Implementing Partner.

9. Termination

9.1 The Trustee may terminate its role as Trustee of the Trust Fund at any time after providing the Steering Committee, six (6) months' advance notice in writing. Following termination, the Trustee shall carry on no business for the Trust Fund except for the purpose of winding up its affairs. The Trustee shall, in consultation with the Steering Committee 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 and the transfer or return of the Contributors' Share (as defined below) in any remaining funds, assets and receipts in the Trust Fund in accordance with paragraph 10.1 and 10.3.

9.2 Unless otherwise decided by the Steering Committee, it is expected that no new Contributions would be received by the Trustee and no new Allocations will be made by the Steering Committee after the End Contribution Date.

10. Contributor's Share

10.1 Subject to Paragraph 10.2 and where so provided in these Standard Provisions, Contributors providing Contributions to the Trust Fund may receive the Trust Fund resources in the amount equal to the Contributor's Share as of the date of calculation which will consist of the pro-rata share of any remaining balance of the Trust Fund funds that has not been allocated by the Steering Committee including return of funds from the Trustee, Secretariat and the Implementing Partners respectively. The pro-rata share will be calculated by the Trustee based on the aggregate amount of the Contributor's contribution paid to the Trust Fund, relative to the aggregate amount of all Contributions received in the Trust Fund as of the date of calculation.

10.2 Upon three (3) months' advance written notice, any Contributor may, cancel all or part of the Contributor's Share in the Trust Fund. In the event of such cancellation, the Trustee shall, as instructed by the relevant Contributor in writing, return to such Contributor the amount of the Contributor's Share cancelled as of the date that is three (3) months after the receipt by the Trustee of the written notice by the Contributor but return such amount only as and when such resources are made available to the Trustee.

10.3 Within six (6) months following the delivery of termination notice under paragraph 9.1, or decision by the Steering Committee to cease making Allocations from the Trust Fund, the Trustee shall, as instructed by each Contributor in writing, return to each Contributor the amount of its respective Contributor's Share of the remaining balance of the Trust Fund; provided that any such return will be made as and when such resources are made available to the Trustee.

11. Disclosure

11.1. The Trustee and the Contributors agree that the Contribution Agreements will be made publicly available and that any related information on this Trust Fund in the Trustee's and the Contributor's possession may be publicly disclosed in accordance with (i) the Trustee's policies and procedures with respect to any such information in the Trustee's possession; and (ii) the Contributors' applicable laws with respect to any such information in the Contributors' possession.

11.2. Notwithstanding paragraph 11.1 above, neither the Trustee nor any of the Contributors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the party providing the information.