

OFFICIAL TF072016
DOCUMENTS

**AMENDMENT NO. 2
TO THE IMPLEMENTATION AGREEMENT**

BETWEEN

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

AND

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

IN RESPECT OF

**THE FEASIBILITY STUDY OF ENERGY EFFICIENCY MEASURES IN
PUBLIC BUILDINGS PROJECT, REFERENCE WB7-KOS-ENE-08
FINANCED OUT OF THE "WESTERN BALKANS: WBIF PROGRAM
TRUST FUND-KOSOVO" (TRUST FUND NUMBER: TF072016)**

This Amendment No. 2 (the "Amendment No. 2") to the Implementation Agreement between the International Bank for Reconstruction and Development (hereinafter referred to as the "World Bank") and the European Bank for Reconstruction and Development (the "EBRD") for the Feasibility Study of Energy Efficiency Measures in Public Buildings Project (the "Project") financed out of the "Western Balkans: WBIF Program Trust - Kosovo" Trust Fund Number: TF072016, is entered into between the World Bank and the EBRD, jointly referred to as the "Parties" (each a "Party").

WHEREAS

- (A) On 9 October 2013 the Parties entered into an implementation agreement in respect of the Project (the "Implementation Agreement"), as amended on 30 January 2015 (the "Amendment No. 1");
- (B) The Parties now wish to extend the Closing Date of the Project to allow for the extension of the Implementation Period; and
- (C) To that end, the Parties now wish to amend the Implementation Agreement as set out herein below in this Amendment No. 2 in order to reflect the extension of the Closing Date.

NOW THEREFORE the Parties hereby agree as follows:

1. AMENDMENT TO THE AGREEMENT

- 1.1 Article 1 of the Implementation Agreement is hereby amended and replaced in its entirety to read as follows:

"1. Implementation Period of the Project

The implementation period of the Project shall commence on the day following the date of entry into force of this Implementation Agreement (the "Commencement Date") and shall be completed by December 31, 2016, which shall in no case be less than six (6) months prior to the End Disbursement Date (the "Closing Date"). The period of time between the Commencement Date and the Closing Date, both inclusive, shall constitute the "Implementation Period" of the Project."


2. GENERAL PROVISIONS


- 2.1 The World Bank may disclose this Amendment No. 2 and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By signing below, the EBRD consents to the disclosure of this Amendment No. 2 and related information on this Trust Fund.
- 2.2 For purposes of the EWBJF General Conditions, the EBRD hereby represents to the World Bank that it is entering into this Amendment No. 2 in full accord with the EIB.
- 2.3 This Amendment No. 2 shall enter into force on the date of the last countersignature by a Party.
- 2.4 Except as provided for in Article 1 of this Amendment No. 2, all other terms of the Implementation Agreement shall remain unchanged and all references to the Implementation Agreement contained therein shall be deemed to be references to the Implementation Agreement as amended by Amendment No. 1 and this Amendment No. 2.
- 2.5 All terms used in this Amendment No. 2 which have been defined in the Implementation Agreement shall have the meaning ascribed to them therein, except as expressly provided for otherwise in this Amendment No.2 for the purposes of this Amendment No.2 only.
- 2.6 Any disputes arising out of or in connection with this Amendment No. 2, including its existence, validity, interpretation or termination shall be settled amicably between the World Bank and the EBRD. In default of amicable settlement, the World Bank or the EBRD may refer the matter for resolution through arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be the Permanent Court of Arbitration at The Hague. The place of arbitration shall be The Hague and the English language shall be used throughout the arbitral proceedings. The arbitral tribunal shall not be authorized to grant, and the Parties agree, that neither Party shall seek from any judicial authority any interim measures or pre-award relief against the other Party, any provisions of the UNCITRAL Arbitration Rules notwithstanding.
- 2.7 Nothing in this Amendment No. 2 shall be construed as a waiver, renunciation or modification of any of the immunities, privileges or exemptions enjoyed by the World Bank, the EBRD and the EIB, their Governors, Directors, alternates, officers and employees pursuant to their respective constituent documents, international convention or any applicable law, all of which are expressly reserved.

IN WITNESS WHEREOF, the undersigned, acting through their duly authorized representatives, have executed this Amendment No. 2 in two originals in the English language, one original for each of the Parties.

For the World Bank:

**For the European Bank for
Reconstruction and Development:**


Name: ELLEN GOLDSTEIN
Title: COUNTRY DIRECTOR, ECCU
Date: 22/9/2016


Name: Camilla Otto
Title: Director, Donor Co-financing
Date: 23/8/2016