

***Instrument of Withdrawal from the Sahel Adaptive Social Protection Program Multi-Donor Trust Fund (Trust Fund No. TF072741 parallel to original Trust Fund No. TF072151)***

1. Reference is made to the Administration Agreement between the Wellspring Philanthropic Fund (the “Donor”) and the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank” and together with the Donor, the “Parties” and each a “Party”) concerning the Sahel Adaptive Social Protection Program Multi-Donor Trust Fund (Trust Fund No. TF072741) (the “Trust Fund”) effective as of July 5, 2017, as amended (the “Administration Agreement”).


2. Reference is also made to the Donor’s communication dated December 15, 2021, informing the Bank of its desire to withdraw from the Trust Fund and rollover its pro-rata share of the uncommitted balance of the Trust Fund to the Umbrella Facility for Gender Equality Multi-Donor Trust Fund (Trust Fund No. 072809 parallel to original Trust Fund No. 071893) (UFGE MDTF). Accordingly, the Donor and the Bank agree to the following:

- (a) In accordance with paragraph 5.2 of Annex 2 to the Administration Agreement, the Donor’s pro rata share of any uncommitted balance of the Trust Fund is cancelled effective as of March 31, 2022 (the “Cancellation Date”). For clarity, the Donor’s pro rata share is a proportion of the Donor’s cumulative paid in contributions compared to the total paid in contributions from all donors to the Trust Fund (in the holding currency of the Trust Fund) as of the Cancellation Date.
- (b) Following the Cancellation Date, the Bank shall notify the Donor of the amount of its pro rata share of any remaining balance of the Trust Fund. The Donor hereby instructs the Bank to transfer any such pro rata share to the UFGE MDTF upon execution of the Administration Agreement between Wellspring and the Bank regarding the UFGE MDTF.
- (c) In the event funds are refunded to the Trust Fund after the Cancellation Date as a result of ineligible expenditures, as determined by the Bank in accordance with its policies and procedures, that were incurred prior to the Cancellation Date, the Donor hereby instructs the Bank to transfer the Donor’s pro rata share to a bank account to be designated by the Donor.
- (d) Except as provided in paragraphs (a) through (c) above, as of the Cancellation Date the Donor shall have no further rights with respect to the Trust Fund including no rights to participate in any applicable governance arrangements of the Trust Fund or to receive further funds, and the Bank shall have no further obligations to the Donor under the Administration Agreement, including no obligation to provide financial or progress reports.

3. The Bank shall disclose this Instrument and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. The Donor hereby consents to the disclosure of this Instrument and related information on this Trust Fund.

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

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION**

By:  \_\_\_\_\_

Name: Mohammed Dalil Essakali

Title: Acting Director, Regional Integration, Africa and Middle East and North Africa

Date: 01-Apr-2022

**WELLSPRING PHILANTHROPIC FUND**

By: Jennifer Reynoso

Name: Jennifer Reynoso

Title: General Counsel

Date: 04-Apr-2022