

Amendment No. 1 to the Contribution Agreement between the Alliance for Open Society International, Inc. 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 Alliance for Open Society International, Inc. (the “Contributor”) and the International Bank for Reconstruction and Development (the “Bank”, and together with the Contributor, the “Parties” and each a “Party”), as trustee (the “Trustee”) of the Global Partnership for Education Fund (the “Trust Fund”), effective as of June 5, 2017 (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. In view of the decision of the Board in BOD/2018/06-10 to introduce the Euro as a second Holding Currency of the Trust Fund, the Parties agree to amend the Contribution Agreement as follows:

a. 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.”

b. Paragraph 4.3 of the Annex to the Contribution Agreement is amended to read as follows:

“4.3. The Contributor agrees to 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.”

c. 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 (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.”

d. 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 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 Trust Fund funds in United States Dollars.”

- e. 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.”


- f. A new Schedule is added and attached 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.

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 Bank 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:  Date: 18-Sep-2019
Dirk Reinermann
Director
Trust Funds and Partner Relations
Development Finance

ALLIANCE FOR OPEN SOCIETY INTERNATIONAL, INC.

By: *Maija Arbolino* Date: 21-Sep-2019
Maija Arbolino
Treasurer

Attachment: as stated

ATTACHMENT

SCHEDULE
Holding Currencies

1. United States Dollars
2. Euros