202-458-7716 0000 ahabershon@worldbank org

1818 H Street, NW Washington, DC 20433, USA

July 19, 2018

Mr. Bruno van der Pluijm Directorate-General for Development Cooperation & Humanitarian Aid (DGD) Rue des Petits Carmes Brussels Belgium B-1000

Agreement by Belgium Directorate General for Development Cooperation (DGDC) - TF to Reimburse the International Bank for Reconstruction and Development for the Directorate-General for Development Cooperation and Humanitarian Aid (DGD) Externally Financed Output (the EFO)

Dear Mr. van der Pluijm,

- 1. We are pleased to acknowledge on behalf of the International Bank for Reconstruction and Development (the Bank) the intention of Belgium Directorate General for Development Cooperation (DGDC) TF (the Contributor) to provide the sum of Fifty Thousand United States Dollars (USD 50,000.00) (the Funds) to finance the Directorate-General for Development Cooperation and Humanitarian Aid (DGD) Externally Financed Output (the EFO), which forms part of the Bank's work program. The Contributor may subsequently contribute additional funding support for the EFO, which shall be governed in all respects by the present EFO Agreement (this Agreement). The initial contribution and any subsequent funding from the Contributor shall be referred to as the EFO Funds in this Agreement.
- 2. The EFO Funds shall contribute to the preparation of output(s) and/or activities(s) as described in the Annex attached hereto (Description of the EFO). The Annex constitutes an integral part of this Agreement.
- 3. The EFO Funds will be utilized by the Bank in accordance with the Bank's applicable policies and procedures, as the same may be amended from time to time, including its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Bank resources to finance terrorist activity, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council, taken under Chapter VII of the Charter of the United Nations. The Contributor acknowledges that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to the Contributor, nor will it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank.
- 4. The Contributor will make payment(s) of the EFO Funds in accordance with the payment schedule as specified in the Annex.
- 5. The Contributor shall deposit the EFO Funds into the International Bank for Reconstruction and Development (IBRD) bank account as the Bank Contact specifies in writing to the Contributor Contact.
- 6. When making such deposit, the Contributor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information

indicating: the amount paid, that the payment is made by the Contributor for the "EFO Number 1366, Directorate-General for Development Cooperation and Humanitarian Aid (DGD), Belgium Directorate General for Development Cooperation (DGDC) - TF ", and the date of the deposit. In addition, the Contributor shall provide a copy of the Contributor's deposit instruction to the Bank's Corporate Expense Services Division by e-mail sent to rectrv@worldbank.org or by fax sent to USA (202) 614-1315.

- 7. It is expected that the EFO will be completed by June 30, 2019 or by such later date as the Bank and the Contributor may agree upon in writing.
- 8. The offices responsible for coordination of all matters related to carrying out this Agreement and the EFO are:

### For the Bank (the Bank Contact):

Integrity Vice Presidency (INT) The World Bank 1818 H Street, NW Washington DC 20433, USA

Tel: 202-458-7716

Fax: 0000

E-mail address: ahabershon@worldbank.org

#### For the Contributor (the Contributor Contact):

Directorate-General for Development Cooperation & Humanitarian Aid (DGD) 15, Rue des Petits Carmes B-1000 Brussels Belgium

Tel: '+32 2 501 35 78

Fax: 0000

E-mail address: philippe.gerard@diplobel.fed.be

- 9. The Bank shall have sole responsibility for the supervision and carrying out of the EFO and shall deliver to the Contributor EFO progress and Completion reports as specified in the Annex. In the event of any changes in the EFO, the Bank and the Contributor may agree to changes to the scope, content, and timing of the EFO and changes to the amount of the EFO Funds. Decisions on any such changes shall be documented by a revision of the Annex to this Agreement, duly signed and dated by the representatives of the Contributor and the Bank. The Contributor understands and agrees that the Bank will not provide any reporting on the EFO Funds provided under this Agreement beyond the standard EFO progress reports, will not maintain separate records and accounts for the EFO Funds, and will not have any further responsibility to the Contributor with respect to the EFO Funds other than stated in this Agreement.
- 10. Where appropriate to do so in the opinion of the Bank, the Bank shall acknowledge the Contributor's contribution in any reference made by the Bank with respect to the EFO in publications, speeches, press releases or other similar materials.
- 11. The Bank shall be solely responsible for the adequacy and quality of the EFO, and payment will not be unreasonably withheld due to any assessment by the Contributor acting in good faith on the adequacy or quality of the EFO. In the event that the Bank determines or decides, for any reason whatsoever, that completion of the EFO is no longer justified within the Bank's work program

priorities, or will be substantially delayed compared to the date specified in paragraph 7 above or as amended, other than in any case for causes beyond its reasonable control, the Bank shall refund to the Contributor an appropriate portion of the EFO Funds, as determined by the Bank in its sole discretion, acting in good faith, after taking into account any work that may have been already carried out.

- 12. The Contributor will not be responsible for the activities of any person employed by the Bank as a result of this Agreement, nor will the Contributor be liable for any costs incurred by the Bank in terminating the engagement of any such person.
- 13. Nothing in or related to this Agreement is intended to be or should be construed as a waiver of the privileges and immunities of the Bank or its officers and employees, which privileges and immunities are hereby specifically reserved as set forth in the Bank's Articles of Agreement and other applicable rules of international law.
- 14. The Contributor and the Bank shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Agreement.
- 15. The Bank and the Contributor will disclose this Agreement and related information on the EFO in accordance with the Bank's and Contributor's policy on Access to Information.
- 16. The Contributor does not assume liability for any third party claims for damages arising out of this EFO.
- 17. This Agreement may be amended only by written agreement between the Bank and the Contributor.
- 18. Please confirm your agreement with the foregoing, on behalf of the Contributor, by signing, dating, and returning to us the enclosed copy of this Agreement. Upon receipt by the Bank of the copy of this Agreement countersigned by you, this Agreement will become effective as of the date of the countersignature.

Sincerely,

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Pascale Helene Dubois
Vice President, INT, World Bank Group

AGREED:  Directorate-General for Development Cooperation & Humanitarian Aid (DG)  By:  Name: Brung van der Pluiim	D) 1 Date:	7 SE	P. 2018
Name: Brung van der Pluijm  Litle: Director General	Date.		

# <u>Description of the EFO Number 1366</u> (<u>Directorate-General for Development Cooperation and Humanitarian Aid (DGD)</u>) <u>As Of July 19, 2018</u>

#### A. Summary

Responsible Bank Unit

: Integrity Vice Presidency (INT)

Planned Completion Date of the EFO

June 30, 2019

Contribution Amount

: Fifty Thousand United States Dollars ( USD

50,000.00)

#### B. Outputs and Activities

# 1. Objectives:

ICHA brings together corruption investigating bodies, prosecuting authorities, international organizations, and other professionals from over 130 countries. The purpose is to foster the exchange of practical solutions and international action to counter corruption. The event is usually attended at the level of head of agency or senior official, representing both developed and developing country governments.

# 2. Description of Activities and Outputs:

The overall objective of the International Corruption Hunters Alliance (ICHA) is to support national authorities and international actors engaged in the fight against corruption to collaborate, share knowledge and expertise, and articulate a collective global mission to stem corruption and its harmful impacts on the World Bank's goals of poverty reduction and shared prosperity. ICHA meetings have covered topics of core relevance for corruption investigators and prosecutors, with a number of prevention-focused sessions as well. ICHA events have also been used to anticipate and expand the dialogue on cutting edge topics (like Illicit Financial Flows, Beneficial Ownership, Data Analytics for anti-corruption, and Alternatives to Prosecution in the Fight Against Corruption). This year's cross-cutting theme for the event is "Coalitions Against Corruption. ICHA members, practitioners, and experts from around the world will engage with and learn from each other on a range of topics.

1. Overcoming challenges in corruption investigations and prosecutions; 2. Asset recovery and restitution; 3. State capture, fragility, security and the links to corruption; 4. Emerging practices around data analytics and data privacy; 5. Whistleblower protections; 6. Tax crime and corruption; 7. Sextortion: the scale of the problem and how to address it; 8. and other topics. The aim is to provide ICHA members with an opportunity to discuss shared priorities and concerns, ensuring they leave the meeting with a strong, diverse network of anti-corruption experts and useful resources to draw upon in the future. In an effort to form an effective, broad-based coalition against corruption, the ICHA meeting will immediately follow Transparency International's annual International Anti-Corruption Conference (IACC) on October 22-24.

- 3. Reporting:
- (ii) Annual EFO Progress Report (Applicable only if EFO duration exceeds 12 months)
- (iii) EFO Completion Report

# C. Payment Schedule

The Contributor shall pay the Bank an amount not exceeding a total of Fifty Thousand United States Dollars ( USD 50,000.00 ) in one installment(s) upon written request for payment by the Bank, as follows:

Fifty Thousand United States Dollars ( USD 50,000.00 ) upon countersignature of this Agreement.

All other terms of this EFO remain the same.

#### Accepted

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Name: Pascale Helène Dubeis

Title: Vice President, INT, World Bank Group

Date 8/21/2018

BELGIUM DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION & HUMANITARIAN AID (DGD)

Title: Directorate-General for Development Cooperation & Humanitarian Aid (DGD)

1 7 SEP. 2018 Date