

Amendment No. 5 to the Contribution Agreement between the Kingdom of Belgium, acting through the Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation and the International Bank for Reconstruction and Development regarding the Global Partnership for Education Fund (MTO No. 069020)

1. Reference is made to the Contribution Agreement between the Kingdom of Belgium, acting through the Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation (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 September 28, 2012, as amended (the “Contribution Agreement”).

2. The Bank acknowledges that the Contributor agrees to provide the sum of two million Euro (EUR 2,000,000) (the “Contribution”) for the Trust Fund in accordance with the terms of the Contribution Agreement.

3. The Contributor shall deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 2 above into such bank account designated by the Trustee upon submission of a payment request by the Trustee:

- (A) By December 31, 2021 – EUR 1,000,000
- (B) By December 31, 2022 – EUR 1,000,000

4. When making the deposit, the Contributor shall instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Contributor for MTO No. 069020 (the Global Partnership for Education Fund), and the date of the deposit.

5. In view of the decision of the Board BOD/2020/06-12 and the decision of the Finance and Risk Committee FRC/2021/09-02, the Parties agree to amend the Contribution Agreement as follows:

- (a) The definitions of “Charter”, “Developing Partner Country” and “Grant Agent” of the Annex to the Contribution Agreement are deleted and replaced with the following in alphabetical order:

“**Charter**” means the Charter of the Global Partnership for Education adopted by the Board which establishes the governance arrangements and roles and responsibilities of the partners in the Global Partnership for Education.”

“**Grant Agent**” means any organization approved by the Board, in consultation with the Trustee, to enter into a Financial Procedures Agreement or Financial Procedures Memorandum to receive Cash Transfers and implement Activities as approved by the Board, or to supervise an Activity.

“**Partner Country**” means a country: (i) that receives Trust Fund funds from a Grant Agent through a Grant Agreement, or (ii) on whose behalf a Grant Agent implements an Activity.


- (b) All references in the Contribution Agreement to “Developing Country Partner” are replaced with “Partner Country”.

- (c) A new paragraph 2.2 is added to the Annex to the Contribution Agreement reading as follows and the subsequent paragraph shall be renumbered accordingly:
- “2.2. The Trust Fund will consist of: (i) the GPE Fund general account; and (ii) the GPE West Bank and Gaza Program Sub-Account. Except as specifically provided by the Standard Provisions Applicable to the GPE West Bank and Gaza Program Sub-Account set forth in Schedule 2 attached to this Annex, these Standard Provisions Applicable to the Global Partnership for Education Fund will apply mutatis mutandis to the GPE West Bank and Gaza Program Sub-Account.”
- (d) Paragraph 4.5 of the Annex to the Contribution Agreement shall be deleted and replaced with the following:
- “4.5. The Trust Fund shall be maintained by the Trustee in the currency or currencies set forth in Schedule 1 (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.”
- (e) Paragraph 7.1 of the Annex to the Contribution Agreement shall be deleted and replaced with the following:
- “7.1. The Trust Fund funds may also be used to pay for services provided to the Global Partnership for Education by the Secretariat and by the Chair. The Board shall approve the Operating Expenses Budget. Upon approval by the Board of the Operating Expenses Budget, the Trustee shall, subject to the availability of applicable funds held in the Trust Fund, as determined by the Trustee, transfer to the Secretariat the respective amount of compensation approved for the Operating Expenses Budget, each of which shall be subject to an end of year adjustment based on actual costs incurred.”
- (f) The Schedule to the Annex to the Contribution Agreement is numbered as “Schedule 1”.
- (g) A new Schedule 2 is added to the Annex to the Contribution Agreement reading as set forth in the attachment to this amendment (the “Amendment”).
6. All other terms of the Contribution Agreement shall remain the same.
7. 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.


[remainder of page intentionally left blank]

8. 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, this Amendment shall come into effect 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: 01-Dec-2021
Dirk Reinermann
Director, Trust Funds and Partner Relations
Development Finance

**KINGDOM OF BELGIUM
ACTING THROUGH THE FEDERAL PUBLIC SERVICE OF FOREIGN AFFAIRS, FOREIGN
TRADE AND DEVELOPMENT COOPERATION**

By:  _____ Date: 10-Dec-2021
Meryame Kitir
Minister of Development Cooperation and Major Cities Policy

SCHEDULE 2
Standard Provisions Applicable to the GPE West Bank and Gaza Program Sub-Account

1. When the Contributor makes a Contribution to the Trust Fund for the purpose of supporting the GPE West Bank and Gaza Program, it will designate in writing that its Contribution will be allocated to the GPE West Bank and Gaza Program and the amount of funds to be allocated to such program.
2. When the Contributor designates an allocation of its Contribution funds, in whole or in part, to the GPE West Bank and Gaza Program pursuant to paragraph 1 above, the Trustee will credit the amount of the Contribution funds designated by the Contributor to the GPE West Bank and Gaza Program Sub-Account.
3. Subject to paragraph 4 below and to the availability of applicable funds held in the GPE West Bank and Gaza Program Sub-Account as determined by the Trustee, the Trustee shall make commitments, transfer and/or use the Sub-Account funds for any purpose approved and in the amount allocated by the GPE Board, in accordance with the terms of the GPE Fund Governance Document, the Contribution Agreement/Arrangement, and the relevant Financial Procedures Agreement/Arrangement or Financial Procedures Memorandum.
4. Commitments and transfers of Trust Fund funds by the Trustee for the Trustee Costs and the Operating Expenses Budget will be applied against the GPE Fund general account and the GPE West Bank and Gaza Program Sub-Account on a pro rata basis calculated based on the cash balance of funds in each account.
5. Any return of funds received by the Trustee will be credited to the relevant account from which the original funding was provided.
6. Only the Contributors to the GPE West Bank and Gaza Program will have beneficiary interests in the GPE West Bank and Gaza Program Sub-Account resources.
7. Any Contributor to the GPE West Bank and Gaza Program 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 GPE 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 GPE West Bank and Gaza Program Sub-Account funds in United States Dollars."

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The World Bank

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Manager, Financial Management

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Company Name: The World Bank

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Director Trust Funds and Partner Relations

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Company Name: The World Bank

Minister Kitir



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meryame.kitir@diplobel.fed.be

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Minister of Development Cooperation

Signed: 12/10/2021 9:29:53 AM

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Company Name: The World Bank

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Rita Lartey rlartey@worldbank.org Program Assistant The World Bank Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/1/2021 8:06:59 AM Viewed: 12/1/2021 8:06:59 AM Signed: 12/1/2021 8:06:59 AM
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DFi FPO Task Team Members DFi_legal_agreement_task_team_members@worldbankgroup.org World Bank Group Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/1/2021 8:07:00 AM
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Completed	Security Checked	12/10/2021 10:39:12 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]

1.0 Acknowledgement of Independent Vendor:

A relevant “World Bank Group Organization” means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development (“IBRD”), International Development Association (“IDA”), International Finance Corporation (“IFC”), Multilateral Investment Guarantee Agency (“MIGA”), and International Centre for Settlement of Investment Disputes (“ICSID”).

By checking the ‘I agree’ box below in this Electronic Disclosure Statement and Consent for E-Signature (“Disclosure Statement and Consent”), you agree and understand that: (1) the e-signature service (the “Service”) is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

2.0 Agreement to Terms of Service and Privacy Policy:

When using the Service, you agree and understand that the Service’s [Terms of Service](#), including the [Service Privacy Policy](#), will govern your use of e-signature.

3.0 Limitation of Liability:

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

4.0 Remedies and No Warranty:

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

5.0 Preservation of Immunities.

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

6.0 Additional Terms:

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated with the Service and follow instructions provided by the relevant World Bank Group Organization to keep your e-mail address updated with the Service as needed; and (b) understand that the minimum system requirements for using the Service may change

over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.