Administration Arrangement
Between the Government of Canada, represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development, and the International Bank for Reconstruction and Development Concerning the Concessional Financing Facility Trust Fund (MTO 069029)

WHEREAS, this Administration Arrangement is entered into by the Government of Canada, represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development (the "Supporting Country") and the International Bank for Reconstruction and Development, as Trustee (the "World Bank," and together with the Supporting Country, the "Participants") for the purpose of receiving funds for the Trust Fund, MTO 069029, supporting the Concessional Financing Facility (the "CFF"), and for which capitalized terms used herein are used as defined in the Glossary in the Operations Manual of the CFF, as approved by the Steering Committee of the CFF;

WHEREAS the Supporting Country's financial contribution to the CFF will take the form of a grant;

WHEREAS, it is understood that the term "Contribution Agreement" as defined in the Glossary in the Operations Manual and used in Annex 1 hereto includes this Administration Arrangement; and

WHEREAS, the governance structure and operating principles, guidelines and procedures for the day-to-day operations of the CFF are set forth in the Operations Manual;

NOW THEREFORE, the Participants have reached the following understanding:

1. The Supporting Country hereby has decided to contribute, as a Canadian grant, a total amount of CAD $ 20,000,000 (twenty million Canadian dollars) (the "Contribution") to the Trust Fund as specified in Section 3 below.

2. The Contribution will be administered by the Trustee in accordance with the terms specified (i) in this Administration Arrangement, including Annex 1 (Standard Provisions), which constitutes an integral part of this Administration Arrangement, and (ii) the Operations Manual (including the Glossary), whose terms will apply hereto. The Supporting Country acknowledges and agrees to the terms of the Operations Manual, as may be amended from time to time. Other contributors may contribute to the Trust Fund on such terms (collectively, "Supporting Countries"); provided that each such Supporting Country agrees to the same terms and conditions attached hereto as Annex 1. In the event of conflict, the terms of this Administration Arrangement will prevail over the Operations Manual.

3. The Supporting Country will deposit the Contribution in cash through bank transfer(s) into such account with such bank designated by the Trustee in accordance with the following payment schedule and currency, including designations of specified amounts to specific Windows, in each case upon submission of a payment request by the Trustee:

Installment Payment Date	Contribution Currency	Window Designation	Amount
Upon effectiveness of this Administration Arrangement Supporting Country's 2016/17 Fiscal Year	CAD	Lebanon/Jordan	6,500,000
By 31 March 2018 Supporting Country's 2017/18 Fiscal Year	CAD	Lebanon/Jordan	6,750,000
By 31 March 2019 Supporting Country's 2018/19 Fiscal Year	CAD	Lebanon/Jordan	6,750,000
TOTAL	CAD		20,000,000

4. When making deposits, the Supporting Country will 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 Supporting Country for the Trust Fund (MTO 069029), and the date of the deposit.

5. The offices responsible for coordination of all matters related to the implementation of this Administration Arrangement are, except as may be notified in writing to the other Contact:

For the Trustee (the "Trustee Contact"):

Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, NW
MSN G 6-602
Washington, DC 20433, U.S.A.
Email: cfftrustee@worldbank.org

For the Supporting Country (the "Supporting Country Contact"):

Gavin Buchan
Senior Director, Middle East Development Programming
Embassy of Canada
P.O. Box 815403
133 Zahran St., Amman 11180, Jordan
Email: gavin.buchan@international.gc.ca
Tel. + (962-6) 590-1575

6. This Administration Arrangement may be amended by written agreement between the Trustee and the Supporting Country; provided, however, that (i) Annex 1 attached hereto may be amended only by written agreement between the Trustee and all Supporting Countries contributing to the Trust Fund, and (ii) the Operations Manual may be amended by the Steering Committee according to its terms with such amendment becoming automatically applicable to this Administration Arrangement as and when such amendment becomes effective without the need for further written agreement between the Trustee and the Supporting Country; in both cases (i) and (ii) provided further that any such amendment does not conflict with other terms of the Administration Arrangement and is consistent with the World Bank's Articles of Agreement, policies and procedures, as determined by the World Bank, and the ISAs' applicable policies and procedures.

7. This Administration Arrangement constitutes the entire understanding of the Participants with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

8. This Administration Arrangement may be executed in separate counterparts, all of which taken together will constitute one and the same instrument.

9. The Supporting Country (i) seeks to ensure that no current or former public office holder, member of the Canadian House of Commons, member of the Senate or public servant of the Government of Canada who is not in compliance with the Canadian Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Conflict of interest code for Senators, the Values and Ethics Code for the Public Service and the Values and Ethics Code for the Public Sector will derive a direct benefit from this Administration Arrangement; and (ii) recognizes that it is the obligation of such persons to ensure compliance with their obligations under the above Canadian laws and codes.

10. No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Administration Arrangement. Any such practice will be grounds for terminating this Administration Arrangement or taking any other corrective action as required.

11. Any payment to be made under this Administration Arrangement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If the Supporting Country's appropriation is changed by the Parliament of Canada, the Supporting Country may reduce the Contribution by canceling all or part of any unpaid portion of the Contribution.

12. It is understood that this Administration Arrangement, including Annex 1, is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter. It is an administrative arrangement between the Trustee and the Supporting Country.

13. Nothing in or relating to any provision in this Administration Arrangement will be construed as constituting a waiver, express or implied, of any of the privileges and immunities of the Participants.

IN WITNESS WHEREOF, the Participants hereto, acting through their duly authorized representatives, have caused this Administration Arrangement to be signed in their respective names. This Administration Arrangement will become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, as Trustee of the Trust Fund supporting the Concessional Financing Facility

Jaehyang So, Director
Trust Funds and Partnerships
Development Finance

Date: OCTOBER 12, 2016

GOVERNMENT OF CANADA, REPRESENTED BY THE MINISTER FOR INTERNATIONAL DEVELOPMENT ACTING THROUGH THE DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT

Dave Metcalfe
Director General, Europe, Middle East Programming

Date: 18 Oct 16

Attachments:

Annex 1 (Standard Provisions)

ANNEX 1

Standard Provisions

This Annex will be applicable to and form an integral part of each Contribution Agreement entered into between the World Bank as Trustee, acting not for its own account, but solely in its capacity as Trustee of the Trust Fund supporting the Concessional Financing Facility ("CFF"), and each Supporting Country with respect to its respective Contribution to the Trust Fund.

1. Role of the Trustee

1.1 The Trustee will be responsible only for performing those functions specifically set forth in the Contribution Agreements and Financial Procedures Agreements and will not be subject to any other duties or responsibilities to the Supporting Countries, ISAs or Benefitting Countries, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in the Contribution Agreements or the Financial Procedures Agreements will be considered a waiver of any privileges or immunities of the World Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

2. Receipt of Contributions

2.1 Contributions to the Trust Fund may be received from eligible contributors, as specified in the Operations Manual, that enter into a Contribution Agreement with the Trustee (each a Supporting Country in relation to their respective Contribution Agreements), consistent with the World Bank's applicable policies and procedures.

2.2 Contributions will be provided to the Trustee for deposit into the Trust Fund in the currency stated in the Contribution Agreement or amendment thereto. With respect to each Contribution, funds provided to the Trustee in a currency other than the Operating Currency of the Trust Fund will be promptly converted by the Trustee to the Operating Currency.

2.3 Supporting Countries may make Contributions to the Trust Fund by means of payment in cash or, with agreement of the Trustee, by delivery to the Trustee of instruments payable on demand or similar obligations in a form acceptable to the Trustee. Contributions may be paid in one lump sum or installments on the terms agreed with the Trustee and specified in the respective Contribution Agreement.

3. Administration of Contributions

3.1 The Trustee will account for Contributions as a single trust fund and keep them separate and apart from the funds of the World Bank. The Contributions may be commingled with other trust fund assets maintained by the World Bank.

3.2 The Contributions may be freely exchanged by the Trustee into other currencies to facilitate operations.

3.3 The World Bank will invest and reinvest the funds in the Trust Fund pending their transfer in accordance with the World Bank's applicable policies and procedures for the investment of trust funds administered by the World Bank. The Trustee will credit all income from such investment to the applicable Window of the Trust Fund to be used for the purposes of the Trust Fund.

3.4 The allocation of funds may be approved by the Steering Committee only to the extent resources are available in the Trust Fund, meaning available cash less any funds already allocated, committed or transferred by the Trustee, as determined by the Trustee. Subject to the availability of Trust Fund resources as determined by the Trustee, the Trustee will allocate, commit, transfer or use such funds for purposes approved and in the amounts approved by the Steering Committee in accordance with the terms of the Contribution Agreements and the Financial Procedures Agreements.

3.5 Upon the transfer of funds from the Trust Fund to an ISA by the Trustee, neither the Trustee nor the Coordination Unit will have any responsibility, fiduciary or otherwise, for the use of such funds or related activities, including all Concessionality Components and Underlying Operations. The Supporting Countries acknowledge and agree that the Trustee will transfer funds allocated and committed to ISAs without any responsibility for, or substantive review by, the Trustee or the Coordination Unit of any Funding Requests submitted to the Steering Committee or any activities implemented in connection therewith. The Supporting Countries further acknowledge and agree that the application of applicable ISA policies and procedures, including with respect to any ISA approvals needed for the Trustee to consider such funds to be committed to the ISA, will be the full responsibility of the ISA, not the Trustee or the Coordination Unit.

4. Use of Funds

4.1 Funds from the Trust Fund may be transferred by the Trustee to ISAs for use by such ISAs, the Trustee and the Coordination Unit for purposes approved by the Steering Committee and in accordance with the Operations Manual.

5. Costs of the Trustee and the Coordination Unit

5.1 Support to the CFF is provided by the Trustee and the Coordination Unit on a full cost recovery basis. Costs incurred by the Trustee and the Coordination Unit will at all times be covered in their entirety by the Trust Fund, according to the process set forth in the Operations Manual; provided that any change to such process will be subject to the consent of the Trustee and Coordination Unit.

6. Records and Reporting

6.1 The Trustee will maintain separate records and ledger accounts with respect to the funds in the Trust Fund and transfers made therefrom. The Trustee will maintain books, records, documents, and other evidence in accordance with the Trustee's usual procedures to substantiate the management of funds in the Trust Fund, including with respect to each Window.

6.2 The Trustee will report to the Steering Committee semiannually, or as otherwise mutually agreed among the Trustee and the Steering Committee, on the financial status of the Trust Fund, including information on the status of Contributions, investment income, Allocations, Commitments, transfers and funds available for approval by the Steering Committee.

6.3 The Trustee will provide financial information to the Supporting Countries about the receipts, disbursements and Trust Fund balance within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has closed.

6.4 The Trustee will make publicly available, within six (6) months following the end of each Fiscal Year, an annual single audit report, comprising (i) a management assertion together with an attestation from the World Bank's external auditors concerning the adequacy of internal control over

cash-based financial reporting for all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the World Bank's external auditors' opinion thereon.

6.5 If a Supporting Country wishes to request, on an exceptional basis, an audit of the financial statements of the Trust Fund by the World Bank's external auditors, the Supporting Country may seek such audit through the Steering Committee. If the Steering Committee agrees to request such an audit, the Steering Committee will designate one of its members to act on the Steering Committee's behalf for the specific purpose. The designated representative and the World Bank will first consult as to whether such an external audit is necessary, in which case the World Bank and the designated representative will agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the World Bank will arrange for such external audit. The costs of any such audit, including the internal costs of the World Bank with respect to such audit, will be borne by the requesting Supporting Country, unless the Steering Committee agrees to instruct the Trustee to pay the costs of any such audit from available funds in the Trust Fund. In the event the Steering Committee does not agree to request such an audit, and the Supporting Country has a statutory, regulatory or policy environment requiring such Supporting Country's ability to make such a request unilaterally, such Supporting Country may proceed in lieu of the designated representative as specified above.

6.6 The Supporting Countries acknowledge and agree that the provision of any financial statements and progress reports from ISAs is the responsibility of the respective ISA.

7. Dispute Resolution

7.1 The Supporting Countries and the Trustee, in coordination with the Steering Committee and the Coordination Unit, as applicable, agree to make every effort to settle amicably, by way of consultation and other remedies as set out below, any dispute or controversy arising out of or relating to the Contribution Agreements.

7.2 To the extent feasible, any dispute or controversy between a Supporting Country and an ISA under the ISA's respective Financial Procedures Agreement will, in the first instance, be resolved amicably directly between the Steering Committee and the ISA without requiring involvement of the Trustee, the Coordination Unit or individual Supporting Countries. The Supporting Countries agree that they may collectively through the Steering Committee, as undertaken by one of its members specifically designated to act on the Steering Committee's behalf for the specific purpose, address to the ISA a request to settle amicably such dispute or controversy with respect to any breach of its Financial Procedures Agreement.

7.3 In the event efforts to settle amicably a dispute or controversy through the Steering Committee under Section 7.2 are not satisfactory to the Supporting Country with the dispute or controversy, and such Supporting Country has a statutory, regulatory or policy environment requiring such Supporting Country's ability to make such a request unilaterally, such Supporting Country may address a request for amicable settlement, in accordance with the terms and in the manner provided for in this Contribution Agreement, directly to the ISA.

7.4 Each Supporting Country will be considered an interested party under each Financial Procedures Agreement and will have the option to address a request to the respective ISA to settle amicably, in accordance with the terms and in the manner provided for in the respective Financial Procedures Agreement, a dispute or controversy regarding any breach by the ISA thereof, whether for itself under Section 7.3 or on behalf of the Steering Committee under Section 7.2.

8. End Dates and Termination

8.1 No new Funding Requests will be approved by the Steering Committee after the End Approval Date, unless approved by the Steering Committee with consent of the Trustee.

8.2 Any Supporting Country may, upon ninety (90) days' advance written notice, cancel all or part of its Supporting Country Share as calculated at the end of the notice period. In the event of such cancellation, the Trustee will return to such Supporting Country the amount of its Supporting Country Share by transferring the funds directly to (i) such Supporting Country, (ii) such Supporting Country's donor balance account held by the World Bank, or (iii) another trust fund administered by the World Bank, as instructed in writing by the Supporting Country Contact.

8.3 The Trustee may terminate its role as Trustee of the Trust Fund for the CFF at any time after providing the Steering Committee, all the Supporting Countries, all the Benefitting Countries and all the ISAs ninety (90) days' advance notice in writing. Following termination, the Trustee will carry on no business for the Trust Fund except for the purpose of winding up its affairs. The Trustee will, in consultation with the Steering Committee, take all necessary action for winding up its affairs in an expeditious manner.

8.4 Following the date when all funds allocated and committed by the Trustee have been fully transferred to the ISA and all investment income on such funds and any unused funds are returned by the ISA to the Trustee, the Trustee will return to each Supporting Country the amount of its respective Supporting Country Share by transferring the funds directly to (i) such Supporting Country, (ii) such Supporting Country's donor balance account held by the World Bank, or (iii) another trust fund administered by the World Bank, as instructed in writing by the Supporting Country Contact.

9. Disclosure

9.1 The World Bank may disclose the Contribution Agreements and information on the Trust Fund in accordance with the World Bank's policy on access to information in effect at the time of such disclosure. By agreeing to these terms, each Supporting Country consents to such disclosure of its Contribution Agreement and such information. This provision will continue in full force and effect following completion of all Trust Fund transfers and closure of the Trust Fund.