
Contribution Agreement
Between the European Union, represented by the European Commission,
and the International Bank for Reconstruction and Development Concerning
the Concessional Financing Facility Trust Fund (MTO 069029)

WHEREAS, this Contribution Agreement is entered into by the European Union, represented by the European Commission (the “Commission”) (the “Supporting Country”) and the International Bank for Reconstruction and Development, as Trustee (the “World Bank,” and together with the Supporting Country, the “Parties”) 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; 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 Parties hereto agree as follows:

1. The Supporting Country hereby agrees to contribute a total amount of EUR 5,000,000 (five million Euros) (the “Contribution”) to the Trust Fund as specified in Section 3 below.
2. The Contribution shall be administered by the Trustee on behalf of the Supporting Country in accordance with the terms and conditions specified (i) in this Contribution Agreement, including Annex 1 (Standard Provisions), which constitutes an integral part of this Contribution Agreement, and (ii) the Operations Manual (including the Glossary), whose terms shall 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 and conditions (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 Contribution Agreement shall prevail over the Operations Manual.
3. The Supporting Country shall 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 |
|--|--------------------------|-----------------------|-----------|
| <i>Upon effectiveness of this Contribution Agreement</i> | EUR | Lebanon/Jordan | 5,000,000 |
| <i>TOTAL</i> | EUR | | 5,000,000 |

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

5. Without prejudice to any other rights that the Supporting Country may have under this Contribution Agreement, if the Supporting Country wishes to request to review, evaluate or verify the use of the funds from the CFF by an ISA, as such use is defined in paragraph 18 of the Operations Manual of the CFF (the "Use"):

(i) where arrangements between the ISA and the Supporting Country on the conduct of reviews, evaluations, or verifications for such Use exist, the ISA shall allow the competent bodies of the Supporting Country to conduct such review, evaluation or verification of the Use in accordance with such arrangements; and

(ii) where no such arrangements between the ISA and the Supporting Country exist, the Supporting Country and the ISA shall agree on the scope and conduct of such review, evaluation or verification, and the ISA shall provide all relevant information in a manner consistent with its policies and procedures. For avoidance of doubt, the Trustee shall be under no obligation to procure such agreement with the ISA.

It is understood that any such review, evaluation or verification does not constitute a financial, compliance or other audit of the Use. All associated costs shall be borne by the Supporting Country, unless otherwise agreed. Notwithstanding (i) and (ii) above, the Supporting Country acknowledges that it shall rely on its bilateral understanding with the European Bank for Reconstruction and Development (the "EBRD"), as one of the ISAs of the CFF, under a letter agreement granting certain rights to the Supporting Country to allow its competent bodies to conduct reviews, evaluations and verifications for purposes of such Use regarding, and in an amount equivalent to, the Contribution.

6. The offices responsible for coordination of all matters related to the implementation of this Contribution Agreement 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"):

Nadim Karkutli
Manager
EU Regional Trust Fund in Response to the Syrian Crisis, the 'Madad Fund'
European Commission
DG NEAR
54 Rue Joseph II - 5/227

Brussels 1049
Belgium
Tel: +32 (0)2 295 4980
Fax: +32 (0)2 296 3416
Email: nadim.karkutli@ec.europa.eu


7. This Contribution Agreement 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 Contribution Agreement 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 Contribution Agreements 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.

8. This Contribution Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

9. This Contribution Agreement may be executed in separate counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Contribution Agreement to be signed in their respective names. This Contribution Agreement shall 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 4, 2016

EUROPEAN UNION, REPRESENTED BY THE EUROPEAN COMMISSION



Nadim Karkutli, Manager
EU Regional Trust Fund in Response to the Syrian Crisis, the 'Madad Fund'

Date: 20/2/2017

**Attachments:
Annex 1 (Standard Provisions)**

Standard Provisions

This Annex shall 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 shall be responsible only for performing those functions specifically set forth in the Contribution Agreements and Financial Procedures Agreements and shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall be subject to the consent of the Trustee and Coordination Unit.

6. Records and Reporting

6.1 The Trustee shall maintain separate records and ledger accounts with respect to the funds in the Trust Fund and transfers made therefrom. The Trustee shall 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 shall 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 shall 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 shall 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 shall designate one of its members to act on the Steering Committee's behalf for the specific purpose. The designated representative and the World Bank shall first consult as to whether such an external audit is necessary, in which case the World Bank and the designated representative shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the World Bank shall arrange for such external audit. The costs of any such audit, including the internal costs of the World Bank with respect to such audit, shall 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 shall, 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 shall be considered an interested party under each Financial Procedures Agreement and shall 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 shall 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 shall carry on no business for the Trust Fund except for the purpose of winding up its affairs. The Trustee shall, 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 shall 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 shall continue in full force and effect following completion of all Trust Fund transfers and closure of the Trust Fund.