
*Financial Procedures Agreement Between the
United Nations Development Programme through its Multi-Partner Trust Fund Office
and various Designated UN Entities as UN Implementation Support Agencies, on the one hand,
and the International Bank for Reconstruction and Development, on the other hand,
Concerning the Concessional Financing Facility Trust Fund (MTO 069029)*

WHEREAS, this Financial Procedures Agreement is entered into, on the one hand, by the United Nations Development Programme through its Multi-Partner Trust Fund Office (the "MPTF-O"), as the administrative agent of the Lebanon Recovery Fund and the Jordan Resilience Fund, and potentially other similar funds for other Benefiting Countries of the Concessional Financing Facility that may be established in the future, under the terms of the respective Memoranda of Understanding ("MOUs") between the MPTF-O and various Designated UN Entities, and by those Designated UN Entities that have become signatories of this Financial Procedures Agreement by accession under Section 11.5 (hereinafter referred to as the "ISAs" or "UN ISAs") and, on the other hand, the International Bank for Reconstruction and Development, as Trustee (the "World Bank," and together with the MPTF-O and each UN ISA, the "Parties") for the purpose of establishing terms and conditions for the transfer of funds from the Trust Fund, MTO 069029 (the "Trust Fund"), 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;

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; and

WHEREAS, the United Nations has requested that the engagement of Designated UN Entities that become UN ISAs hereunder be facilitated through the support of the MPTF-O as administrative agent of the Lebanon Recovery Fund and the Jordan Resilience Fund, and potentially other similar funds for other Benefiting Countries of the Concessional Financing Facility that may be established in the future, in recognition of which the Parties have agreed on the respective roles and responsibilities hereunder to be performed under applicable policies and procedures of the respective Designated UN Entities in conjunction with the terms of the related MOUs between such entities and the MPTF-O (the "UN Policies and Procedures"), while still maintaining full and ultimate fiduciary responsibility of each UN ISA to the Steering Committee and Supporting Countries in relation to ISA Funds allocated in Funding Requests designating such UN ISA;

NOW THEREFORE, the Parties hereto agree as follows:

1. Trustee Allocation and Commitment of Funds

1.1 Unless otherwise agreed among the Parties, the following procedures shall apply to the allocation and commitment of funds from the Trust Fund by the Trustee to the UN ISAs. This Financial Procedures Agreement is entered into for purposes of financing Grant Operations.

1.2 Subject to the availability in the Trust Fund of funds from cash and promissory notes less any funds already allocated, committed or transferred by the Trustee, as determined by the Trustee, and upon notification by the Coordination Unit of amounts approved by the Steering Committee for an Allocation for which a UN ISA has been designated, the Trustee shall allocate funds for such approved amounts to the UN ISA and notify the MPTF-O thereof on a periodic basis in a manner agreed between the MPTF-O and the Trustee; provided that the MPTF-O shall thereupon promptly notify the UN ISA.

1.3 With respect to amounts allocated by the Trustee to a UN ISA, the UN ISA shall obtain all requisite approvals under the UN Policies and Procedures related to their use with respect to Grant Operations. Upon completion thereof,

the UN ISA shall submit a Completion Notification to the Trustee, through the MPTF-O, substantially in the form of Annex 1 attached hereto.

1.4 Upon satisfactory receipt of such Completion Notification, the Trustee shall commit funds to the UN ISA and notify the UN ISA and MPTF-O thereof by issuance of a Letter of Commitment, substantially in the form of Annex 2 attached hereto, for the full amount of the Allocation. The Trustee shall not be responsible for confirming the accuracy or completeness of the UN ISA's Completion Notification, but shall rely on the UN ISA for the information provided.

1.5 The amount of the funds from the Trust Fund allocated or committed by the Trustee to the UN ISA may be cancelled in whole or in part on the basis of a notification by the MPTF-O, on behalf of the UN ISA, to the Trustee with respect to funds the UN ISA has determined it will not disburse or use. Upon notification by the MPTF-O of any such amount, the Trustee shall cancel the relevant amount of funds allocated or committed and inform the MPTF-O thereof in a manner agreed between the MPTF-O and the Trustee. If any such cancelled amount has been previously transferred by the Trustee to the MPTF-O for the UN ISA, such amount shall promptly be returned to the Trustee for deposit in the respective originating Window of the Trust Fund.

2. Trustee Transfer of Funds

2.1 Unless otherwise agreed between the Trustee and the MPTF-O, the following procedures shall apply to the transfer of funds from the Trust Fund by the Trustee to the MPTF-O, as the administrative interface for the UN ISAs, for each Allocation.

2.2 With respect to any Letter of Commitment from the Trustee to a UN ISA, the MPTF-O may request a transfer of funds in accordance with Section 2.3.

2.3 To receive funds from the Trust Fund, the MPTF-O shall submit to the Trustee, by email or as otherwise agreed with the Trustee, a Cash Transfer Request substantially in the form of Annex 3 attached hereto, signed by a duly authorized officer.

2.4 Following receipt by the Trustee of a satisfactorily completed Cash Transfer Request (including satisfactory verification by the Trustee that the total amount of cash requested does not exceed the respective Commitment) and subject to the availability of funds in the Trust Fund as determined by the Trustee, the Trustee shall transfer funds to the MPTF-O Account in the amount requested. The Trustee is not expected to verify any other aspect of a Cash Transfer Request, including depository information.

3. MPTF-O Account

3.1 The MPTF-O shall keep the ISA Funds in the MPTF-O Account pending their disbursement to the respective UN ISA. The MPTF-O shall maintain separate records and ledger accounts in respect of funding received from the Trust Fund and their respective originating Windows. The respective UN ISA shall keep ISA Funds it receives from the MPTF-O in a separate account pending their use for the purposes approved by the Steering Committee. The respective UN ISAs shall maintain separate records and ledger accounts in respect of their respective ISA Funds and their respective originating Windows.

3.2 Subject to the terms of this Financial Procedures Agreement, the MPTF-O and each UN ISA shall invest all ISA Funds in their accounts specified in Section 3.1 in accordance with the UN Policies and Procedures concerning the investment of funds. The MPTF-O, on behalf of itself and each UN ISA, shall maintain a record of any income from such investments and report it to the Trustee on an annual basis under Section 6.3; provided that each UN ISA shall follow its own applicable policies and procedures regarding such income, it being understood that the MPTF-O and each UN ISA need not report such income if its return to the Trustee conflicts with such policies and procedures. The UN ISA shall not be liable for any losses, which may arise from such investments as long as the investments were

made in accordance with the UN ISA's applicable policies and procedures. The UN ISA shall not be entitled to receive any additional funding from the Trust Fund to compensate for any investment losses incurred by the UN ISA or to apply ISA Funds or related investment income to other Grant Operations without approval of the Steering Committee.

3.3 The MPTF-O and each UN ISA may convert ISA Funds into other currencies to facilitate their administration in accordance with the UN Policies and Procedures, but shall not be responsible for, or entitled to receive any additional funding from the Trust Fund to cover, any shortfalls if ISA Funds prove insufficient to meet the terms of the approved Allocation as a result of exchange rate fluctuations.

3.4 For the avoidance of doubt, the MPTF-O and each UN ISA may treat any UN Fees received in connection with a Grant Operation as their own respective funds without needing to separately account for them or report on their use.

3.5 Neither the Steering Committee nor any individual Donor, the Trustee or Coordination Unit shall be obligated to reimburse the UN ISA for any costs of a Grant Operation incurred in excess of the respective Allocation, nor shall the UN ISA be obligated to incur costs for a Grant Operation in excess of the respective Allocation, unless the respective Allocation is increased through a corresponding Supplemental Allocation approved by the Steering Committee.

4. Use and Return of ISA Funds

4.1 The UN ISA shall use and disburse ISA Funds in accordance with the UN Policies and Procedures, including its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of ISA resources to finance terrorist activities, for purposes approved by the Steering Committee and in accordance with the Operations Manual. In case of any conflict between the terms of the Operations Manual and any specific requirements under the UN Policies and Procedures, the terms of the UN Policies and Procedures shall prevail, it being understood that any inability of the UN ISA to follow the Operations Manual shall be disclosed to the Steering Committee.

4.2 The UN ISA shall seek approval from the Steering Committee to make a material change to a Funding Request, as specified in the Operations Manual.

4.3 The MPTF-O, on behalf of itself and each UN ISA, shall return any income generated under Section 3.2 to the Trustee annually or as requested by the Trustee for deposit in the respective originating Window of the Trust Fund; provided that each UN ISA shall follow its own applicable policies and procedures regarding such income, it being understood that it need not return such income if conflicts with such policies and procedures.

4.4 The MPTF-O, on behalf of each UN ISA, shall return to the Trustee for deposit in the respective originating Window of the Trust Fund in accordance with this Financial Procedures Agreement and the Operations Manual all funds not used for the purposes approved in a Funding Request. Such unused funds shall be returned by the MPTF-O on a six-month basis or as requested by the Trustee.

5. Standard of Care

5.1 The MPTF-O and each UN ISA shall exercise the same degree of care and diligence in the discharge of its functions under this Financial Procedures Agreement as it exercises with respect to the administration and management of its own resources.

5.2 The MPTF-O and each UN ISA shall remain responsible for its respective obligations under this Financial Procedures Agreement, including with respect to any funds transferred to third parties, with whom the MPTF-O and each UN ISA, as the case may be, shall conclude agreements that include such terms as are necessary to ensure that

all relevant terms of this Financial Procedures Agreement, including those relating to the use of funds and obligations to return funds that have been improperly used, are binding on such third parties.

5.3 Subject to Section 11.2, the Trustee shall be responsible only for performing its functions specifically set forth in this Financial Procedures Agreement and the Contribution Agreements, and the Operations Manual as applicable thereto, and shall not be subject to any other duties or responsibilities, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or a trustee under general principles of trust or fiduciary law.

5.4 Upon the transfer of ISA Funds to the MPTF-O 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. The Trustee shall transfer ISA Funds to the MPTF-O without substantive review by the Trustee or the Coordination Unit of any Funding Request submitted to the Steering Committee or any related Grant Operation. The application of UN Policies and Procedures to any activities undertaken hereunder and under the Operations Manual, including with respect to obligations of UN ISAs, such as with respect to any UN ISA approval needed for the Trustee to consider funds to be committed to the respective UN ISA, shall be the full responsibility of the MPTF-O and the respective UN ISAs, as relevant, not the Trustee or the Coordination Unit.

6. Records and Reporting

6.1 The MPTF-O and each UN ISA shall maintain books, records, documents and other evidence in accordance with the UN Policies and Procedures to substantiate the use of the ISA Funds, including with respect to each originating Window.

6.2 Unless the Parties and the Steering Committee agree otherwise, all financial accounts and reports related to the ISA Funds shall be expressed in United States dollars. The provision of reports by the MPTF-O, including on behalf of each UN ISA, shall continue until the last reports include the full period ending after the completed use or return of all funds received from, or generated by funds from, the Trust Fund.

6.3 Within one hundred fifty (150) days after the end of each six-month period (or annually in the case of investment income), or such other frequency as agreed with the Trustee, on an Allocation by Allocation basis and with respect to originating Windows, the MPTF-O shall provide the following information to the Trustee, separately with respect to its own holdings and for each UN ISA, prepared in accordance with the UN Policies and Procedures concerning accounting and reporting, substantially in the form of Annex 4 attached hereto:

- (i) an approval report reporting any Completion Notifications that were notified to the Trustee under Section 1.3;
- (ii) an investment income report reporting any investment income earned on Project Costs amounts, as provided for in Section 3.2;
- (iii) a disbursement report reporting use of ISA Funds for disbursements related to Grant Operations;
- (iv) a cancellation report reporting any cancellations that were notified to the Trustee under Section 1.5; and
- (v) a financial closure report after all funds received from, or generated by funds from, the Trust Fund have been used or returned.

6.4 The MPTF-O shall provide financial reporting, on behalf of itself and each UN ISA, in accordance with this Financial Procedures Agreement and the Operations Manual. Each UN ISA shall provide progress reporting through the MPTF-O in accordance with the Operations Manual.

6.5 Upon signature of this Financial Procedures Agreement, for the purposes of Annexes 3 and 4, the MPTF-O shall provide the Trustee with a list containing the names and signatures of their respective duly authorized officers under this Financial Procedures Agreement, in a format agreed with the Trustee, provided that this list shall be revised as applicable over time and kept current at all times.

7. Notices

7.1 The offices responsible for coordination of all matters related to the implementation of this Financial Procedures Agreement are, except as may be notified in writing to the other Contacts, it being agreed that (i) the office for the MPTF-O shall serve as the office for the MPTF-O and where it acts as administrative interface hereunder on behalf of UN ISAs, and (ii) the office of each UN ISA shall serve as the office for all matters pertaining to such UN ISA directly:

For the Trustee (the "Trustee Contact"):

Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, NW
Washington, DC 20433, U.S.A.
Email: mtotrustee@worldbank.org

For the MPTF-O and as administrative interface for each UN ISA (the "MPTF-O Contact"):

Executive Coordinator
MPTF-O
Bureau of Management Services, UNDP
304 East 45th Street
New York, NY 10017, U.S.A.
Email: executivecoordinator.mptfo@undp.org

For each UN ISA (each a "UN ISA Contact"):

As indicated in each letter of acknowledgement and accession provided under Section 11.5 by such UN ISA.

8. Dispute Resolution

8.1 The MPTF-O, the relevant UN ISA(s) 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 this Financial Procedures Agreement.

8.2 To the extent feasible, any dispute or controversy between a Supporting Country and the MPTF-O or a UN ISA under this Financial Procedures Agreement with respect to ISA Funds shall, in the first instance, be resolved amicably directly between the Steering Committee acting collectively as described below and the MPTF-O or the UN ISA, as the case may be, without requiring involvement of the Trustee or individual Supporting Countries. The UN ISA agrees that the Supporting Countries 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 MPTF-O or the UN ISA, as the case may be, a request to settle amicably such dispute or controversy with respect to any breach of this Financial Procedures Agreement.

8.3 In the event a request to settle amicably a dispute or controversy is not approved by the Steering Committee under Section 8.2 in a manner satisfactory to a requesting Supporting Country, and the requesting 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 Financial Procedures Agreement, directly to the MPTF-O or the UN ISA, as the case may be.

8.4 Each Supporting Country shall be considered an interested party under this Financial Procedures Agreement and shall have the option to address a request to the MPTF-O or a UN ISA, as the case may be, to settle amicably, in accordance with the terms and in the manner provided for in this Financial Procedures Agreement, a dispute or controversy regarding any breach by the ISA thereof, whether for itself under Section 8.3 or on behalf of the Steering Committee under Section 8.2.

9. Remedies

9.1 Neither the Supporting Countries nor the World Bank acting as either Trustee or Coordination Unit assume responsibility for any third party loss or costs arising out of the use of ISA Funds or from the activities of any person or third party engaged with ISA Funds, including any loss or costs incurred in terminating such engagement.

9.2 In the event that a Supporting Country, the MPTF-O or a UN ISA becomes aware of information that indicates the need for further scrutiny regarding the use of ISA Funds transferred to a UN ISA (including non-frivolous allegations that reasonably indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information shall promptly notify the Steering Committee, and the Trustee. In addition, such information shall be brought promptly to the attention of the appropriate official or officials at the MPTF-O and the concerned UN ISA. Following consultation with the Steering Committee, the MPTF-O and the concerned UN ISA shall, to the extent the information relates to actions within their respective authority or accountability, take timely and appropriate action in accordance with the UN Policies and Procedures to investigate this information. To the extent such investigation confirms that corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the MPTF-O or concerned UN ISA, the MPTF-O and UN ISA, as relevant, shall take timely and appropriate action in response to the findings of such investigation, in accordance with the UN Policies and Procedures. To the extent consistent with UN Policies and Procedures, the MPTF-O and concerned UN ISA, as relevant, shall keep the Steering Committee regularly informed about such investigation, including where relevant, details of any recovered amounts.

9.4 For the purposes of this Financial Procedures Agreement, the following definitions shall apply:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

9.5 In the event that a Supporting Country reasonably believes that the MPTF-O or relevant UN ISA has not complied with the requirements of this Article 9 (Remedies), the Supporting Country is expected to inform the Steering Committee, which may appoint a representative from among its Members to request direct consultations at a senior level between such representative and the MPTF-O or relevant UN ISA in order to obtain assurances, in a manner

consistent with the MPTF-O's or UN ISA's oversight and accountability framework and, respecting appropriate confidentiality, that the MPTF-O's or UN ISA's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Steering Committee and the MPTF-O and UN ISA, as relevant, on any further actions to be taken and the timeframe for such actions.

9.6 With respect to any ISA Funds transferred to the MPTF-O that were not used in accordance with this Financial Procedures Agreement, the Operations Manual or the specific Funding Request, the MPTF-O and the UN ISA, as relevant, shall take the necessary actions within their control to address the matter, including, in accordance with the UN Policies and Procedures and their obligations under Section 5.2, using reasonable efforts to recover the amount of ISA Funds that were misused and shall return any recovered ISA Funds to the Trustee for deposit in respective originating Window of the Trust Fund, it being understood that neither the MPTF-O nor the UN ISA shall be required to return any ISA Funds that are not recovered.

9.7 Without prejudice to Article 8, in the event the MPTF-O or the UN ISA fails to comply with this Article 9 (Remedies), the Steering Committee shall consult with and seek the views of the MPTF-O or the UN ISA, as relevant. If the Steering Committee determines, after such consultation, that there is a continuing failure to comply with this Article 9 (Remedies), the Steering Committee may:

(i) instruct the Trustee to suspend any further commitment and/or cash transfer of funds from the Trust Fund to the MPTF-O for the relevant UN ISA, until such time as the Steering Committee otherwise instructs, and the Trustee shall comply with such instructions;

(ii) instruct the MPTF-O to suspend any further commitment and/or cash transfer of funds to the relevant UN ISA, until such time as the Steering Committee otherwise instructs, and the MPTF-O shall comply with such instructions; and/or

(iii) appoint a representative from among its Members to act on its behalf to address a request for the return of any misused ISA Funds to the Trustee for deposit in the respective originating Window of the Trust Fund or other behavior on the part of the MPTF-O or the UN ISA, as relevant.

9.8 Without prejudice to Article 8, the Steering Committee shall have the right to instruct the Trustee to suspend any further commitment and/or cash transfer of funds from the Trust Fund to the MPTF-O for relevant UN ISA, and instruct the MPTF-O to suspend any further commitment and/or cash transfer of funds from the MPTF-O to the relevant UN ISA, until such time as the Steering Committee otherwise instructs, and the Trustee and the MPTF-O, as the case may be, shall comply with such instructions, in the event the Steering Committee has determined, in consultation with the MPTF-O and the relevant UN ISA, that (i) the MPTF-O or the UN ISA, as relevant, has breached its obligations under this Financial Procedures Agreement and failed to remedy such breach; (ii) the MPTF-O or the UN ISA, as relevant, has engaged in corrupt, fraudulent, collusive or coercive practices in connection with the use of ISA Funds, without timely and appropriate action to address such practices when they occurred; or (iii) unforeseen or extraordinary circumstances arising or becoming known after the date of this Financial Procedures Agreement make it improbable that the activities described in a Funding Request approved by the Steering Committee can be adequately implemented or that the MPTF-O or the UN ISA, as relevant, can adequately perform under this Financial Procedures Agreement.

9.9 Notwithstanding any other terms of this Financial Procedures Agreement, the Trustee shall not be obligated to comply with any individual Supporting Country's request to suspend the transfer of any funds from the Trust Fund.

10. End Dates and Termination

10.1 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.

10.2 Unless otherwise agreed between the Parties, this Financial Procedures Agreement shall terminate upon the termination by the World Bank of its role as Trustee of the Trust Fund under the Contribution Agreements for the Trust Fund. This Financial Procedures Agreement may be terminated before such date by the MPTF-O for all UN ISAs, or by each UN ISA for itself, at any time after providing the Trustee, the Coordination Unit and the Steering Committee ninety (90) days' advance notice in writing.

10.3 Following termination, unless the Parties agree on another course of action, (a) the Trustee shall continue to transfer ISA Funds to the MPTF-O pursuant to Cash Transfer Requests submitted to the Trustee prior to the termination; (b) the MPTF-O shall continue to disburse and each UN ISA shall continue to use ISA Funds in respect of any agreements entered into prior to the termination to the extent necessary to fulfill the MPTF-O's and the UN ISA's obligations thereunder as if there had been no termination, consistent with the terms of this Financial Procedures Agreement; and (c) the MPTF-O shall return all generated and used funds as specified in this Financial Procedures Agreement and the Operations Manual, or as otherwise agreed with the Trustee.

11. Entire Agreement

11.1 The Parties may disclose this Financial Procedures Agreement in accordance with their applicable policies on disclosure of and access to information in effect at the time of such disclosure. The Trustee may disclose any other information submitted to the Trustee by the MPTF-O and each UN ISA under this Financial Procedures Agreement, except for any information that marked as "confidential" in accordance with the UN Policies and Procedures on disclosure of and access to information. This provision shall continue in full force and effect following completion of all Trust Fund transfers and termination of this Financial Procedures Agreement.

11.2 ISA Funds shall be handled in accordance with the terms and conditions specified (i) in this Financial Procedures Agreement; and (ii) the Operations Manual, whose terms shall apply hereto, the MPTF-O and each UN ISA acknowledging and agreeing to such terms. In the event of conflict, the terms of this Financial Procedures Agreement shall prevail over the Operations Manual; provided, however, that the MPTF-O, and the relevant UN ISA, as applicable, shall consult with the Steering Committee regarding such conflict and potential mitigation.

11.3 This Financial Procedures Agreement (including application of the Operations Manual as specified herein) constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

11.4 This Financial Procedures Agreement may be amended only by written agreement of the Parties. The Parties also acknowledge and agree that the Operations Manual may be amended by the Steering Committee according to its terms with such amendment becoming automatically applicable to this Financial Procedures Agreement, it being understood that any such amendment shall become effective without the need for further written agreement between the Parties; provided, however, that any such amendment shall not apply to Funding Requests approved by the Steering Committee prior to the effectiveness of such amendment, unless confirmed in writing by the relevant UN ISA Contact to the Trustee Contact; and provided further that any such amendment does not conflict with other terms of this Financial Procedures Agreement and is consistent with the World Bank's Articles of Agreement, policies and procedures, as determined by the World Bank, and the UN Policies and Procedures, as determined by the UN Contact on behalf of the MPTF-O and each UN ISA.

11.5 This Financial Procedures Agreement may be executed in separate counterparts, all of which taken together shall constitute one and the same instrument. Following effectiveness of this Financial Procedures Agreement, any

Designated UN Entity may sign a letter of acknowledgement and accession substantially in the form of Annex 5 attached hereto, upon receipt of which by the Trustee such entity shall be a UN ISA of the CFF as a signatory hereunder.

11.6 Notwithstanding any other provision of this Financial Procedures Agreement or any other document referenced in this Financial Procedures Agreement, nothing in this Financial Procedures Agreement shall operate or be construed to constitute a waiver, renunciation or modification of any privileges, exemptions or immunities of the MPTF-O, each UN ISA or the World Bank under their respective constitutive documents, international conventions or any applicable law.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Financial Procedures Agreement to be signed in their respective names. This Financial Procedures Agreement shall become effective as of the date of the last signature below.

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



Jaehyang So, Director
Trust Funds and Partnerships
Development Finance

Date: December 2, 2016

**UNITED NATIONS DEVELOPMENT PROGRAMME,
for its Multi-Partner Trust Fund Office, as administrative interface for UN ISAs hereunder**



Jennifer Topping, Executive Coordinator
Multi-Partner Trust Fund Office

Date: Dec. 2, 2016

Attachments:

- Annex 1** **Form of Completion Notification**
- Annex 2** **Form of Letter of Commitment**
- Annex 3** **Form of Cash Transfer Request**
- Annex 4** **Form of Six-Month Financial and Other Information for the Trustee**
- Annex 5** **Form of Letter of Acknowledgement and Accession**

Form of Completion Notification

[date]

Director
 Trust Funds and Partnerships
 Development Finance
 The World Bank
 1818 H Street, NW
 Washington, DC 20433, U.S.A

**Concessional Financing Facility
 Completion Notification of the ISA**

Dear Sir or Madam:

Reference is made to the Financial Procedures Agreement (the "FPA") entered into, on the one hand, by the United Nations Development Programme through its Multi-Partner Trust Fund Office (the "MPTF-O"), as the administrative agent of the Lebanon Recovery Fund and the Jordan Resilience Fund, and potentially other similar funds for other Benefitting Countries of the Concessional Financing Facility that may be established in the future, under the terms of the respective Memoranda of Understanding between the MPTF-O and various Designated UN Entities, and by those Designated UN Entities that have become signatories of this Financial Procedures Agreement by accession under Section 11.5 of the FPA and, on the other hand, the International Bank for Reconstruction and Development, as Trustee, for the transfer of funds from the Trust Fund, MTO _____, 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.

Reference is also made to _____ [name of project], as the relevant Grant Operation for _____ [name of Benefitting Country], as the Benefitting Country, with the _____ [name of relevant UN ISA] as the designated ISA (the "Relevant UN ISA").

In accordance with Section 1.3 of the FPA, we hereby notify the Trustee that all applicable approvals have been obtained by the Relevant UN ISA for the above-referenced Grant Operation with respect to the Allocation by the Steering Committee of US\$ _____.

We hereby request that the Trustee issue a letter of commitment for such funds in accordance with Section 1.4 of the FPA to enable subsequent submission by the MPTF-O on behalf of and for the Relevant UN ISA of a Cash Transfer Request for the receipt of such funds, in accordance with the procedures set out in Article 2 of the FPA.

[UN ISA]

 Name:

Title:

Cc: MPTF-O, Executive Coordinator

Form of Letter of Commitment

[date]

[Name of UN ISA]
[Address]

**Concessional Financing Facility
Commitment of Funds to a UN ISA**

Dear Sir or Madam:

Reference is made to the Financial Procedures Agreement (the "FPA") entered into, on the one hand, by the United Nations Development Programme through its Multi-Partner Trust Fund Office (the "MPTF-O"), as the administrative agent of the Lebanon Recovery Fund and the Jordan Resilience Fund, and potentially other similar funds for other Benefitting Countries of the Concessional Financing Facility that may be established in the future, under the terms of the respective Memoranda of Understanding between the MPTF-O and various Designated UN Entities, and by those Designated UN Entities that have become signatories of this Financial Procedures Agreement by accession under Section 11.5 thereof and, on the other hand, the International Bank for Reconstruction and Development, as Trustee, for the transfer of funds from the Trust Fund, MTO _____, 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.

Reference is also made to _____ [name of project], as the Grant Operation for _____ [name of Benefitting Country], with the _____ [name of relevant UN ISA] as the designated ISA (the "Relevant UN ISA").

In accordance with Section 1.4 of the FPA, the Trustee hereby commits to the Relevant UN ISA the sum of US\$ _____ - _____, such amount reflecting the Allocation, as approved by Steering Committee for use by the Relevant UN ISA to fund the above-referenced Grant Operation.

Funds will be transferred by the Trustee to the account of the MPTF-O for the Relevant UN ISA in accordance with the procedures set out in Article 2 of the FPA.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the Trust Fund for the CFF**

Name:
Title:

Cc: MPTF-O, Executive Coordinator

Form of Cash Transfer Request from the MPTF-O for a UN ISA

(as of [date]) (in US dollars)

(one request per Allocation)

Part A – Amount Requested for Transfer

Benefitting Country	UN ISA	Grant Operation Title	Grant Operation Amount	Grant Operation ISA Costs	Total Amount Requested for Transfer
(1)	(2)	(3)	(4)	(5)	(6) = (4) + (5)

Part B – Bank Account Details

Bank account name:

Bank account number:

Bank name:

Bank address

Bank SWIFT code:

Bank code:

Routing instructions:

**MULTI-PARTNER TRUST FUND OFFICE / UNDP, as
administrative interface for UN ISAs participating in the CFF**

Name: _____

Title:

Date _____

Form of Six-Month Financial and Other Information from the MPTF-O for Itself and UN ISAs

(as of [date]) (for the period from [date] to [date]) (in US dollars)

(information itemized by Allocation / Commitment)

Approval Report

Benefiting Country	UN ISA	Grant Operation Title	Grant Operation Amount	Completion Notification to Trustee (date)	Implementation Status
(1)	(2)	(3)	(4)	(5)	(6)

Investment Income Report for UN ISAs (reported on an annual basis for the year ended [date])

Country	Grant Operation Title	Investment Income Earned for the Reporting Period	Cumulative Investment Income Earned to Date	Cumulative Investment Income Transferred to Date	Balance to be Transferred
(1)	(2)	(3)	(4)	(5)	(6) = (4) - (5)

Investment Income Report for MPTF-O (reported on an annual basis for the year ended [date])

CFF Window	Investment Income Earned for the Reporting Period	Cumulative Investment Income Earned to Date	Cumulative Investment Income Transferred to Date	Balance to be Transferred
(1)	(2)	(3)	(4)	(5) = (3) - (4)

Disbursement Report

Grant Operation Title	UN ISA	Grant Operation Amount (Allocation)	Grant Operation Disbursements to Date	Grant Operation Status
(1)	(2)	(3)	(4)	(5)

Cancellation Report

Country	UN ISA	Grant Operation Title	Grant Operation Amount	Grant Operation Adjustment	Date of Adjustment	Grant Operation Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Financial Closure Report

Country	UN ISA	Grant Operation Title	Grant Operation Amount	Final Closure Date	Final Grant Amount Used	Final Grant Amount Unused
(1)	(2)	(3)	(4)	(5)	(6)	(7) = (3) - (6)

MULTI-PARTNER TRUST FUND OFFICE / UNDP, as administrative interface for UN ISAs participating in the CFF

Name: _____
 Title: _____

Date _____

Form of Letter of Acknowledgment and Accession

[date]

Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, NW
Washington, DC 20433, U.S.A

**Concessional Financing Facility
Acknowledgment and Accession by a UN ISA**

Dear Sir or Madam:

Reference is made to the Financial Procedures Agreement (the "FPA") entered into, on the one hand, by the United Nations Development Programme through its Multi-Partner Trust Fund Office (the "MPTF-O"), as the administrative agent of the Lebanon Recovery Fund and the Jordan Resilience Fund, and potentially other similar funds for other Benefitting Countries of the Concessional Financing Facility that may be established in the future, under the terms of the respective Memoranda of Understanding between the MPTF-O and various Designated UN Entities, and by those Designated UN Entities that have become signatories of this Financial Procedures Agreement by accession under Section 11.5 thereof and, on the other hand, the International Bank for Reconstruction and Development, as Trustee, for the transfer of funds from the Trust Fund, MTO _____, 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.

We acknowledge having received a copy of the FPA. We agree that as of the date of this letter _____ [name of UNISA] shall be bound by the terms of the FPA as if it had been an original party thereto and accordingly shall become a UN ISA of the CFF.

The responsible office under Section 7.1 of the FPA is as follows: _____ [contact details].

[Name of UN ISA]

Name:
Title:

Cc: MPTF-O, Executive Coordinator

