TRUST FUND ADMINISTRATION AGREEMENT

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
(acting as Lead Financial Institution)

and

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT
(acting as co-manager of the European Western Balkans Joint Fund)

in accord with

EUROPEAN INVESTMENT BANK
(acting as co-manager of the European Western Balkans Joint Fund)

REGARDING IMPLEMENTATION BY THE WORLD BANK OF PROJECTS APPROVED BY THE STEERING COMMITTEE OF THE JOINT GRANT FACILITY OF THE WESTERN BALKANS INVESTMENT FRAMEWORK, IN KOSOVO
THIS TRUST FUND ADMINISTRATION AGREEMENT REGARDING IMPLEMENTATION BY THE WORLD BANK OF PROJECTS APPROVED BY THE STEERING COMMITTEE OF THE JOINT GRANT FACILITY OF THE WESTERN BALKANS INVESTMENT FRAMEWORK, IN KOSOVO (the “Agreement”) is made between the International Bank for Reconstruction and Development (hereinafter referred to as the “World Bank”) and the European Bank for Reconstruction and Development, acting as co-manager of the European Western Balkans Joint Fund (hereinafter referred to as the “EBRD”) in accord with the European Investment Bank (hereinafter referred to as the “EIB”) acting as co-manager of the European Western Balkans Joint Fund. The World Bank and EBRD are hereinafter jointly referred to as the “Parties,” each a “Party”.

WHEREAS:

A. In February 2008, the EBRD, the EIB, the European Commission (hereinafter referred to as the “Commission”), and the Council of Europe Development Bank (hereinafter referred to as the “CEB”), (jointly referred to hereinafter as the “Partner Organisations” and each a “Partner Organisation”), agreed to establish the Western Balkans Investment Framework (hereinafter referred to as the “WBIF”) with the aim of enhancing harmonisation and cooperation in investments for the socio-economic development of the Western Balkans. The initiative to establish the WBIF was welcomed by the Economic and Financial Affairs Council of the European Union in May 2008 and subsequently endorsed by the European Council in June 2008.

B. To achieve the objectives of the WBIF, the Partner Organisations established a Joint Grant Facility (hereinafter referred to as the “JGF”) and a Joint Lending Facility, to provide an integrated financing package of grants and loans in support of priority infrastructure and other socio-economic development areas. The JGF comprises resources made available by the Partner Organisations as well as resources contributed by donor states. Such donor states’ resources are pooled and administered in a joint cooperation fund – the European Western Balkans Joint Fund (hereinafter referred to as the “EWBJF”), co-managed by the EBRD and the EIB. The management and administration of the Fund Resources (as such term is defined in the EWBJF General Conditions) are governed by its General Conditions as agreed upon between the Partner Organisations and which became effective on 8 December 2009 (hereinafter referred to as the “EWBJF General Conditions”), as may be amended from time to time in accordance with the procedure specified therein, and by any operating procedures, consistent with the EWBJF General Conditions as may be adopted by the Managers (as such term is defined in the EWBJF General Conditions) of the EWBJF pursuant to Section 3.04(d) of the EWBJF General Conditions.

C. Pursuant to the EWBJF General Conditions and the Terms of Reference of the JGF (an integral part of the EWBJF General Conditions), each project to be financed, in full or in part with EWBJF Resources, is subject to the approval of
the Steering Committee of the JGF of the WBIF (or the Assembly of Contributors of the EWBJF, in some cases, as provided for in the EWBJF General Conditions). At the time of such approval, the Steering Committee of the JGF of the WBIF (hereinafter referred to as the “Steering Committee”) shall also approve a financial institution (hereinafter referred to as the “Lead Financial Institution”) to which implementation of the respective project will be assigned, subject to a conclusion of an implementation agreement between the EBRD, in accord with the EIB, and the Lead Financial Institution, which sets out the terms (consistent with the EWBJF General Conditions) in accordance with which the EWBJF Resources shall be provided to and utilized by the Lead Financial Institution for the implementation of the project, so approved.

D. Accordingly, the EBRD and the World Bank have entered into this Agreement, in order to set out the terms and conditions (including the related rights and obligations of the Parties) under which the EWBJF Resources provided to the World Bank for the implementation of projects approved by the Steering Committee for which the World Bank has been assigned to act as a Lead Financial Institution (each such project referred to hereinafter as the “Project” and jointly, as the “Projects”), are to be administered and utilized by the World Bank.

NOW THEREFORE, the Parties have agreed as follows:

1. The EWBJF Grants

The EBRD shall transfer to the World Bank from the Fund Account (as such term is defined in the EWBJF General Conditions), in each instance as a grant, a sum approved for each Project by the Steering Committee (or the Assembly of Contributors in the cases provided for in the EWBJF General Conditions), subject to the terms of an Implementation Agreement (as such term is defined in Section 4.1 below) concluded between EBRD -acting in accord with EIB- and the World Bank (in each case, a “EWBJF Grant”).

2. Activities and Expenditures Financed by the EWBJF Grants.

Each EWBJF Grant shall be used for the implementation of technical assistance projects approved by the Steering Committee (or the Assembly of Contributors, as the case may be), to finance the activities and the categories of expenditure set forth in the “Description of Program Activities and Expenditures for Implementation of Projects under the European Western Balkans Joint Fund Program” attached hereto as Annex 1, in accordance with the “Special Conditions for the Utilization of the EWBJF Grants by the World Bank” attached hereto as Annex 2 (the “Special Conditions”), and pursuant to the terms (consistent with the EWBJF General Conditions) set forth in the respective Implementation Agreement, and shall be administered by the World Bank on behalf of the EBRD in accordance with the terms of this Agreement.
3. **Administration of the Trust Fund and EWBJF Grants**

3.1. For the purpose of receiving, administering and utilizing EWBJF Grants for the implementation of Projects, the World Bank shall open and maintain a trust fund account (the “Trust Fund”).

3.2. In respect of the Trust Fund, the World Bank shall be responsible only for performing those functions specifically set forth in this Agreement and shall not be subject to any other duties or responsibilities to the EBRD, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law.

3.3. The Trust Fund, and all EWBJF Grants transferred to the Trust Fund by the EBRD shall be administered in accordance with the World Bank’s applicable policies and procedures, as the same may be amended from time to time, including its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of World Bank’s resources to finance terrorist activity, in line with the World Bank’s obligations to give effect to the relevant decisions of the Security Council, taken under Chapter VII of the of Charter of the United Nations. The EBRD has been made aware by the World Bank that this provision does not create any obligations of the World Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to a Contributor (as such term is defined in the EWBJF General Conditions) or the EBRD, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the World Bank.

4. **Transfer of the EWBJF Grants**

4.1. With respect to each Project to be financed out of the EWBJF Resources, the World Bank shall enter into an implementation agreement with the EBRD. The implementation agreement to be entered into shall be substantially in the form attached as Annex 3 to this Agreement (the “Implementation Agreement”).

4.2. Following the execution of any Implementation Agreement, the EBRD shall transfer the EWBJF Grant specified therein into a bank account specified by the World Bank in a written request (a “Call of Funds”).

4.3. When making each such transfer, the EBRD 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 EBRD for **TF072016** the “**Western Balkans: WBIF Program - Kosovo**” [the Project name for which EWBJF Grants are provided] and the date of the deposit (the “Deposit Instruction”). In addition, the EBRD shall provide a copy of the EBRD’s Deposit Instruction to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.
5. **Commingling, Exchange and Investment of EWBJF Grants**

5.1. EWBJF Grants shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the World Bank.

5.2. EWBJF Grants may be commingled with other trust fund assets maintained by the World Bank.

5.3. The holding currency of the Trust Fund shall be EURO, and the EWBJF Grants may be freely exchanged by the World Bank into other currencies as may facilitate their disbursement.

5.4. The World Bank shall invest and reinvest EWBJF Grants transferred to it pending their disbursement in accordance with the World Bank’s policies and procedures for the investment of trust funds administered by the World Bank. The World Bank shall credit all income from such investment to the Trust Fund.

6. **Administrative Cost Recovery**

In order to assist in the defrayment of the costs of administration and other expenses incurred by the World Bank under this Agreement, the World Bank may, following deposit of the EWBJF Grant, deduct and retain for its own account an amount equal to two percent (2%) of each EWBJF Grant. In addition, costs for program management and Trust Fund administration up to a maximum equal to two percent (2%) of each EWBJF Grant will be charged to the Trust Fund on an actual basis.

7. **Procurement**

7.1. The employment and supervision of any consultants and the procurement of any goods financed by EWBJF Grants shall be the responsibility of the World Bank and shall be carried out in accordance with applicable World Bank policies and procedures.

8. **Accounting and Financial Reporting**

8.1. The World Bank shall maintain separate records and ledger accounts in respect of the EWBJF Grants transferred to it for each project and deposited in the Trust Fund account and disbursements made therefrom.

8.2. The World Bank shall furnish to the EBRD current financial information relating to receipts, disbursements and fund balance in the holding currency of the Trust Fund with respect to the aggregate EWBJF Grants, via the World Bank’s Trust Funds Donor Center secure website. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts, disbursements and fund balance in the holding currency of the Trust Fund with respect to the aggregate EWBJF Grants will be made available to the EBRD via the World Bank’s Trust Funds Donor Center secure website. The EBRD
may also use the information referenced to in this Section 8.2 for the Managers’ (as such term is defined in the EWBJF General Conditions) reporting purposes within the EWBJF.

8.3. The World Bank shall provide to the EBRD, within six (6) months following the end of each World Bank fiscal year, an annual single audit report, comprising: (1) 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 (2) a combined financial statement for all cash-based trust funds together with the World Bank’s external auditor’s opinion thereon. The cost of the single audit shall be borne by the World Bank. The EBRD may also use the information referenced to in this Section 8.3 for the Managers’ (as such term is defined in the EWBJF General Conditions) reporting purposes within the EWBJF.

9. Progress Reporting

9.1. The World Bank shall provide the EBRD with an annual report on the progress of activities financed by the EWBJF Grants. Within six (6) months of the final disbursement date specified in paragraph 10.1, the World Bank shall furnish to the EBRD a final report on the activities financed by the Trust Fund.

9.2. The EBRD, or a Contributor (as such term is defined in the EWBJF General conditions) whose Contribution (as such term is defined in the EWBJF General conditions) is used to finance a particular Project, and who so requests through EBRD, may review or evaluate activities financed by the Trust Fund. The EBRD, and, if applicable, such Contributor, and the World Bank shall agree on the scope and conduct of such review or evaluation, and the World Bank shall provide all relevant information within the limits of its policies and procedures. All costs associated with a review and/or evaluation conducted by the EBRD or a Contributor shall be borne by the EBRD, or by such Contributor, respectively. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund.

10. Disbursement; Cancellation; Refund

10.1. It is expected that the EWBJF Grants provided pursuant to this Agreement will be fully disbursed by the World Bank by October 31, 2016 (the “End Disbursement Date”). The World Bank shall only disburse EWBJF Grants for the purposes of this Agreement after such date with the written approval of the EBRD.

10.2. The EBRD or the World Bank may, upon three (3) months’ prior written notice, cancel all or part of any remaining balance of the EWBJF Grants that are not committed pursuant to any agreements entered into between the World Bank and any consultants and/or other third parties for the purposes of this Agreement prior to the receipt of such notice. In the event of a cancellation the World Bank shall promptly return to the EBRD (by transfer to the Fund Account) such uncommitted balance of the EWBJF Grants so cancelled.
10.3. Following the End Disbursement Date, the World Bank shall return any remaining balance of funds in the Trust Fund to the EBRD (by transfer to the Fund Account), based on the EBRD’s paid EWBJF Grants, and any accrued income (including interest).

11. Communication and Addresses

Except as provided for in paragraph 4.3 above, any notice, request or other communication to be given or made under this Agreement shall be in writing and delivered by mail, facsimile or e-mail to the respective party’s address specified below or at such other address as such party notifies in writing to the other party from time to time:

For the World Bank:

Mr. Anthony Gaeta  
Country Program Coordinator  
The World Bank  
1818 H Street, NW  
Washington, DC 20433  
U.S.A.  
Attention: Task Team Leader for the Western Balkans: WBIF Program-Regional  
Fax: 202-522-0006  
E-mail: agaeta@worldbank.org

For the EBRD:

EBRD  
One Exchange Square  
London EC2A 2JN  
United Kingdom  
Attention: Director, Donor Co-Financing  
Fax: +44(0)207 338 6942  
E-mail: Jonesr@ebrd.com

12. Annexes and Amendment

All annexes hereto constitute an integral part of this Agreement. This Agreement may be amended only in writing between the World Bank and the EBRD, in accord with the EIB.

13. Disclosure

The World Bank will disclose this Agreement and applicable related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the EBRD, in accord with the EIB, consents to disclosure of this Agreement and related information on this Trust Fund.
14. **Privileges and Immunities**

Nothing in this Agreement shall be construed as a waiver, renunciation or modification of any of the immunities, privileges or exemptions enjoyed by the World Bank, the EBRD and the EIB, their Governors, Directors, alternates, officers and employees pursuant to their respective constituent documents, international convention or any applicable law, all of which are expressly reserved.

15. **Accord with the European Investment Bank**

For purposes of the EWBJF General Conditions, the EBRD hereby represents to the World Bank that it is entering into this Agreement in full accord with the EIB.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, each Party, acting through its duly authorized representative(s), has signed four originals of this Agreement in the English language, all originals having equal force for all legal purposes. This Agreement shall become effective as the date of the last countersignature by a Party, upon signature of EIB signaling its accord.

FOR THE WORLD BANK:

By: ____________________________
Authorized Representative
Name: Laura Tuck
Title: Acting Regional Vice President
Date: February 25, 2013

FOR THE EBRD:

By: ____________________________
Authorized Representative
Name: Richard Jones
Title: Director Official Co-Financing Unit
Date: 8/3/2013

IN ACCORD WITH THE EIB

By: ____________________________
Authorized Representative
Name: Martin Vatter
Title: Managerial Adviser
Date: 14/03/2013

By: ____________________________
Authorized Representative
Name: CINGOLANI MASSIMO
Title: MANAGERIAL ADVISER
Date: 20/03/2013
Description of Program Activities and Expenditures for Implementation of Projects under the European Western Balkans Joint Fund Program

This Annex shall be applicable to and form an integral part of the agreement entered into between the World Bank and the EBRD in respect of the EWBJF Grants to be administered by the World Bank through the Trust Fund.

A. DESCRIPTION OF THE PROGRAM

The “Program” consists of the provision of technical assistance, research and analytical activities, including for project preparation, in Kosovo, for the implementation of projects in priority sectors including but not limited to energy, environment, transport, social infrastructure and private sector development. A detailed description of specific activities for each Project will be included in a specific Implementation Agreement (consistent with the EWBJF General Conditions) to be entered into pursuant to the terms of this Agreement.

B. CATEGORIES OF EXPENDITURE

The EWBJF Grants may only be used to finance all or some of the following categories of expenditure, for the provision of technical assistance, as applied by the World Bank, pursuant to the terms of the respective Implementation Agreement entered into for implementation of a Project approved by the Steering Committee of the JGF (or the Assembly of Contributors of the EWBJF in the cases provided for in the General Conditions of the EWBJF):

- Associated Overheads;
- Consultants Fees;
- Contractual Services;
- Extended Term Consultants;
- Media and Workshop Costs;
- Staff Costs (with indirects, as applicable);
- Travel Expenses;
- Temporary Support Staff Costs; and
- Equipment Costs Lease.
ANNEX 2

Special Conditions for the utilization of the EWBJF Grants by the World Bank under the Program

1. Policies and procedures applicable to the implementation of the Projects

Each Project shall be implemented in accordance with the applicable policies and procedures of the World Bank, the Trust Fund Administration Agreement for the Program, and the respective Implementation Agreement.

2. Personnel, experts and contractors of the World Bank

The World Bank shall mobilize all necessary resources, including human resources, required for the implementation of the Project in accordance with this Agreement. The personnel of the World Bank shall not be considered in any respect as being employees or agents of any of the Partner Organizations of the WBIF or donor states of the EWBJF, and the Partner Organizations and the donor states of the EWBJF shall not be liable for any death, injury, damage or loss that may be sustained by the World Bank, its personnel and/or contractors in connection with or as a result of the implementation of the Project.

3. Administration of the EWBJF Grants

3.1 Reporting. (a) Notwithstanding the reporting arrangements set forth in Sections 8 and 9 of this Agreement, the World Bank will submit annually, to the EBRD, for presentation at the EWBJF Assembly of Contributors, a report on the implementation of each Project, and corresponding EWBJF Grant, in the form of the template provided in Schedule 1 to this Annex 2.

(b) Within six (6) months of the Closing Date specified in the respective Implementation Agreement, the World Bank shall furnish to the EBRD a final report on the implementation of the Project, and utilization of EWBJF Grant transferred by the EBRD to the World Bank, in the form of the template provided in Schedule 1 to this Annex 2.

3.2 Interest. The World Bank will include in its reporting the amount of interest and any other income accrued on the resources of the Trust Fund.

3.3 Reverting of unused balances of EWBJF Grants. Following the Closing Date as specified in any Implementation Agreement, the World Bank shall, based on instructions of the EBRD, return to the Fund Account any remaining balance of the EWBJF Grant funds provided to the World Bank pursuant to such Implementation Agreement.
3.4 Reverting of recovered EWBJF Grants by the World Bank. Any funds recovered by the World Bank in case of misallocation of funds, as determined by the World Bank on the basis of its applicable policies and procedures, in one or multiple activities of any Project, shall be reverted to the EBRD (by transfer to the Fund Account) upon recovery, unless such funds would be allocated to eligible expenditures for the same Project.

4. Liability

Any liability of the World Bank arising under this Agreement shall at all times be limited to the same diligence applied by the World Bank to its usual business operations. The World Bank shall assume sole liability towards third parties, including liability for damage or injury of any kind arising out of, or in connection with, the implementation of a Project and the utilization of the EWBJF Grants by the World Bank. The World Bank shall not assume any liability for any damage or injury caused by acts of, failure to act by, the EBRD.

5. Eligible Costs

The World Bank shall take measures, in accordance with its own rules and procedures, to ensure that the EWBJF Grants are only used for the financing of Projects, as specified in the respective Implementation Agreement.

6. Prohibited Practices

6.1 The World Bank shall take measures, in accordance with its relevant policies and procedures, to prevent the occurrence of Prohibited Practices or any other illegal activity in connection with the utilization of EWBJF Grants and/or implementation of Projects.

6.2 All suspected or confirmed cases of Prohibited Practices related to EWBJF Grants and/or implementation of Projects as well as measures related thereto taken by the World Bank shall be reported to the EBRD, in accordance with World Bank policies and procedures.

6.3 The World Bank shall take actions in accordance with its own policies and procedures to terminate contracts with contractors, with respect to which it has been determined have been involved in such Prohibited Practices in connection with the implementation of the Project and take all applicable measures to recover the misused portion of the respective EWBJF Grants.

6.4 For purposes of this Section, “Prohibited Practices” means one or more of the following:

(i) a “Coercive Practice” which means 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;
(ii) a “Collusive Practice” which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a “Corrupt Practice” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; and

(iv) a “Fraudulent Practice” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

7. Visibility

Where reference is made to the Project, either in official or public information documents, the World Bank shall acknowledge and make public that such activities were funded with EWBJF Resources and, as applicable, shall require the Project beneficiaries to incorporate in all their promotional material related to a particular Project a reference to the fact that it is supported by the EWBJF.

Specific reports on the implementation of the Project prepared by the World Bank, and/or those prepared by the consultants and or promoters of Projects financed with EWBJF Resources must carry the following warning: “This document has been produced with the financial assistance of the European Western Balkans Joint Fund under the Western Balkans Investment Framework. The views expressed herein are those of [name of author] and can therefore in no way be taken to reflect the official opinion of the Contributors to the European Western Balkans Joint Fund or the EBRD and the EIB, as co-managers of the European Western Balkans Joint Fund.”

8. Confidentiality

Without prejudice to the confidentiality obligations assumed by the World Bank towards third parties, the EBRD undertakes to preserve the confidentiality of, and to abstain from divulging, without the prior written consent of the World Bank, any document, information or other material directly related to Projects and duly classified as confidential, which has been provided to the EBRD in the course of implementation of the Projects. This undertaking shall not affect, however, any communication of information:

(a) which is required of the Managers of the EWBJF (as such term is defined in the EWBJF General Conditions) by a rule of law or regulation applicable to it;

(b) provided to the governing bodies of the Managers of the EWBJF; and

(c) provided to the Steering Committee of the JGF of the WBIF or the Assembly of Contributors of the EWBJF.
Nothing in this Section 8 shall be interpreted as a waiver by the World Bank of its Policy on Access to Information, which the World Bank shall apply in the provision of any and all information.

9. Ownership/Use of Results

Ownership, title and industrial and intellectual property rights in the results of the implementation of the Project and the reports, documents and other materials relating to it shall be vested solely in the World Bank, or in accordance with World Bank applicable policies and procedures.

Notwithstanding the foregoing, the World Bank shall grant the Partner Organizations (as such term is defined in the EWBGF General Conditions) the right to use free of charge and as they see fit all reports, documents and materials deriving from the implementation of the Project, whatever their form, provided it does not thereby breach existing industrial and intellectual property rights, and provided further such right is granted pursuant to the World Bank’s applicable policies and procedures.

10. Termination

10.1 Subject to Section 10.3 below, an Implementation Agreement may be terminated at any time by either Party upon giving a three (3) month prior written notice to the other Party.

10.2 Without prejudice to the rights and obligations set forth elsewhere in this Agreement, or the respective Implementation Agreement, the Party may terminate a particular Implementation Agreement if the other party fails to perform any of its material obligations under the terms of this Agreement, including its annexes, and the respective Implementation Agreement, and such failure to perform shall have continued for a period of thirty (30) days after written notice thereof shall have been given to the non-performing Party by the notifying Party.

10.3 Upon serving or receipt of a termination notice, the following provisions shall apply:

(i) the World Bank shall immediately cease all activities relating to the respective EWBGF Grant, except those incidental to the orderly realization, conservation and preservation of such resources and the settlement of the direct or contingent obligations to which they may be subject;

(ii) any agreement entered into between the World Bank and any third party for the purpose of implementing the respective Project shall not be affected and the World Bank shall be entitled to continue using the EWBGF Grant resources in respect of such agreement;
(iii) the balance shown in the Trust Fund account related to the particular Project financed with EWBJF Grants after all liabilities have been discharged or provided for, shall be transferred by World Bank to the Fund Account held by the EBRD; and

(iv) all rights and obligations of the Parties pursuant to an Implementation Agreement shall continue unimpaired until their full and proper discharge, at which time such Implementation Agreement shall terminate. This provision shall be without prejudice to those of the rights and obligations of the Parties that due to their nature, or an express provision of such Implementation Agreement, shall also survive the termination of said Implementation Agreement.

11. Settlement of Disputes

Any disputes arising out of or in connection with this Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the World Bank and the EBRD. In default of amicable settlement, the World Bank or the EBRD may refer the matter for resolution through arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be Permanent Court of Arbitration at The Hague. The place of arbitration shall be The Hague and the English language shall be used throughout the arbitral proceedings. The arbitral tribunal shall not be authorized to grant, and the Parties agree that neither Party shall seek from any judicial authority, any interim measures or pre-award relief against the other Party, any provisions of UNCITRAL Arbitration Rules notwithstanding.


Nothing in this Agreement shall be construed as a waiver, renunciation or modification of any of the immunities, privileges or exemptions enjoyed by the EBRD and World Bank, their Governors, Directors, alternates, officers and employees pursuant to their respective constituent document, international convention or any applicable law.
### Schedule 1 to the Special Conditions for the utilization of the EWBJF Grants by the World Bank

#### Reporting Template

**Project Progress Report and Financial Update**

**INFORMATION PROVIDED IN THIS REPORT IS NOT SUBJECT TO AUDIT**

<table>
<thead>
<tr>
<th>Contribution Request Number:</th>
<th>THE PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title of the overall OPERATION:</strong></td>
<td>Technical Assistance in Kosovo Provided under the Western Balkans: WBIF Program – Kosovo Trust Fund</td>
</tr>
<tr>
<td>(Projects approved by the Steering Committee may constitute one or more contracts led by one or more IFIs)</td>
<td></td>
</tr>
<tr>
<td><strong>Country(ies):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Beneficiary(ies):</strong></td>
<td></td>
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<tr>
<td><strong>Sector:</strong></td>
<td></td>
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<tr>
<td><strong>Sub-Sector:</strong></td>
<td></td>
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<tr>
<td><strong>Total Amount Approved for the Operation:</strong></td>
<td></td>
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<tr>
<td>(as approved by the Steering Committee)</td>
<td></td>
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<tr>
<td><strong>Date of Funding Approval:</strong></td>
<td></td>
</tr>
<tr>
<td>(Steering Committee Approval Date)</td>
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<tr>
<td><strong>Source of Funding for the Operation:</strong></td>
<td></td>
</tr>
<tr>
<td>(listing all funding sources as approved at a Steering Committee)</td>
<td>EWBJF Resources</td>
</tr>
</tbody>
</table>

### THIS PROJECT

| Title of this PROJECT: | |
| (same as ‘Title of the overall Program’ unless there is more than one Implementation Agreement under the Program) | |
| **Implementing IFI:** | The World Bank (as trustee under the Administration Agreement regarding implementation by the World Bank of projects approved by the Steering Committee of the Joint Grant Facility of the Western Balkans Investment Framework, in Kosovo) |
| **Value:** | |
| (approved for use from the EWBJF) | |
| **Total Amount Disbursed:** | |
| **Amount to be reverted to the EWBJF Trust Fund Account and available for other activities under the Program:** | |
| (if applicable) | |
| **Project Closing Date: (Actual/Expected) | |
| **Related contracts under this Program:** | |
| (list of other Project Implementation Agreements under implementation, values and confirmed funding sources) | |

### PROJECT PROGRESS

| Project Description: | (please give a brief description of the investment(s) including: |
| | - A description of this specific Project(or the Program if identical to the Project) |
| | - An update on the status of the Project/Program including any problems to be overcome |
| | - The status of related Projects (where there is more than one Project supporting the Program)): |
ENTITY 3

Form of Implementation Agreement

IMPLEMENTATION AGREEMENT FOR
[NAME OF THE PROJECT] (Trust Fund No. TFxxxxxx) PROJECT
FINANCED OUT OF THE
“WESTERN BALKANS: WBIF PROGRAM TRUST FUND - KOSOVO”
Trust Fund Number: TF0xxxxx

Whereas, the International Bank for Reconstruction and Development (hereinafter referred to as the “World Bank”) and the European Bank for Reconstruction and Development acting as co-manager of the European Western Balkans Joint Fund (hereinafter referred to as the “EBRD”) entered into a Trust Fund Administration Agreement Regarding Implementation by The World Bank of Projects Approved by the Steering Committee of the Joint Grant Facility of the Western Balkans Investment Framework, in Kosovo, dated __, 20_ (the “Administration Agreement”).

Whereas, the [name of Country, Ministry, Agency or other organization that will receive the Technical Assistance under the Implementation Agreement] (the “Project Beneficiary”) has requested the World Bank to provide to the Project Beneficiary technical assistance for implementation of the Project, as described in Schedule 1 of this Implementation Agreement.

Whereas, on _________, ____, [the Steering Committee of the JGF][the Assembly of Contributors of the EWBJF] has approved the Project to be financed out of the EWBJF Resources and has assigned the World Bank to act as a Lead Financial Institution, as such term is defined in the Administration Agreement.

Whereas, the World Bank agrees to implement the Project in accordance with the terms and conditions set forth in the Administration Agreement and in this Implementation Agreement.

Now therefore, the World Bank and the EBRD, agree as follows:

Terms not otherwise defined in this Implementation Agreement are used as defined in the Administration Agreement.

1. Implementation Period of the Project

The implementation period of the Project shall commence on the day following the date of entry into force of this Implementation Agreement (the “Commencement Date”) and shall be completed by [________], which shall in no case be less than six (6) months prior to the End Disbursement Date (the “Closing Date”). The period of time between the Commencement Date and the Closing Date, both inclusive, shall constitute the “Implementation Period” of the Project.
2. **Amount and disbursement of the Contribution**

In accordance with the provisions of the Administration Agreement and the approval of the [Steering Committee of the JGF of the WBIF][Assembly of Contributors of the EWBJF] dated ..., the EBRD shall transfer the EWBJF Grant to the World Bank in the amount of [EUR numeric value] (amount words) to the Trust Fund.

EBRD shall inform the World Bank when such payment has been initiated. When making each such transfer, EBRD 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 EBRD for TF072016 the “Western Balkans: WBIF Program-Kosovo” (the “Trust Fund”) for the [name of the Project], and the date of the deposit (the “Deposit Instruction”). In addition, the EBRD shall provide a copy of the EBRD’s Deposit Instruction to the World Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

The World Bank shall promptly confirm receipt of the full amount of the EWBJF Grant so transferred.

3. **Payment Terms**

3.1 Following the entry into force of this Implementation Agreement, the EWBJF Grant shall be paid in full by the EBRD in EUR, to the Trust Fund, within 15 (fifteen) days of the receipt of a Call of Funds from the World Bank.

3.2 It is expressly acknowledged and agreed that the EBRD shall not be obliged to make any payment under and/or pursuant to this Implementation Agreement, except to the extent that an amount in respect of, and equal to, such payment is available to the EBRD in the Fund Account for such purpose.

4. **Use of the EWBJF Grant**

The EWBJF Grant shall be used by the World Bank solely for the purpose of implementing the Project in accordance with this Implementation Agreement, and the provisions of the Administration Agreement.

Upon transfer of the EWBJF Grant by the EBRD to the World Bank, the World Bank shall be solely responsible for the management and administration of the EWBJF Grant in accordance with the terms of the Administration Agreement and this Implementation Agreement.

5. **Communication**

Except as provided for in Section 4.3 of the Administration Agreement, any notice, request or other communication to be given or made under this
Implementation Agreement shall be in writing and delivered by mail, facsimile or e-mail to the respective party’s address specified below or at such other address as such party notifies in writing to the other party from time to time:

For the World Bank:

[Name ________________
Title ________________
Unit/Department________
The World Bank
1818 H Street, NW
Washington, DC 20433
U.S.A.
Tel:
Fax:
E-mail:

For the EBRD:

EBRD
One Exchange Square
London EC2A 2JN
United Kingdom
Attention: Director, Official Co-financing
Telefax: +44 207 338 6942
E-mail:

6. Amendment

This Implementation Agreement may be amended only in writing between the World Bank and the EBRD, in accord with the EIB, except for changes in communication addresses, which may be agreed by exchange of letters among the Parties.

7. Disclosure

The World Bank will disclose this Implementation Agreement and applicable related information on this Implementation Agreement in accordance with the World Bank Policy on Access to Information. By entering into this Implementation Agreement, the EBRD consents to disclosure of this Implementation Agreement and related information on the Implementation Agreement.
8. Settlement of Disputes

Any disputes arising out of or in connection with this Agreement, including its existence, validity, interpretation or termination shall be settled amicably between the World Bank and the EBRD. In default of amicable settlement, the World Bank or the EBRD may refer the matter for resolution through arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be Permanent Court of Arbitration at The Hague. The place of arbitration shall be The Hague and the English language shall be used throughout the arbitral proceedings. The arbitral tribunal shall not be authorized to grant, and the Parties agree that neither Party shall seek from any judicial authority, any interim measures or pre-award relief against the other Party, any provisions of UNCITRAL Arbitration Rules notwithstanding.

9. Privileges and Immunities

Nothing in this Agreement shall be construed as a waiver, renunciation or modification of any of the immunities, privileges or exemptions enjoyed by the World Bank, the EBRD and the EIB, their Governors, Directors, alternates, officers and employees pursuant to their respective constituent documents, international convention or any applicable law, all of which are expressly reserved.

10. Accord with the European Investment Bank.

For purposes of the EWBJF General Conditions, the EBRD hereby represents to the World Bank that it is entering into this Agreement in full accord with the EIB.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, each Party, acting through its duly authorized representative(s), has signed two originals of this Agreement in the English language, all originals having equal force for all legal purposes. This Agreement shall become effective as the date of the last countersignature.

FOR THE WORLD BANK:
By: ________________
Authorized Representative
Name: ________________
Title: ________________
Date: ________________

FOR THE EBRD:
By: ________________
Authorized Representative
Name: ________________
Title: ________________
Date: ________________
SCHEDULE 1 TO THE IMPLEMENTATION AGREEMENT
FOR THE
[_______________________] PROJECT

This Schedule shall be applicable to and form an integral part of the Implementation Agreement entered into between the World Bank and the EBRD

A. Description of the Project

1) The objective of the Project is ________

2) The Project consists of the following Parts:

World Bank Executed Activities:

Part 1

Part 2

Part [...]

B. CATEGORIES OF EXPENDITURE

The EWBJF Grant for the Project may be used to finance the following categories of expenditure, as applied by the World Bank:
[SOME OR ALL OF THE FOLLOWING TO BE SELECTED, AND THE INAPPLICABLE ONES TO BE DELETED]

- Associated Overheads;
- Consultants Fees;
- Contractual Services;
- Extended Term Consultants;
- Media and Workshop Costs;
- Staff Costs (with indirects, as applicable);
- Travel Expenses;
- Temporary Support Staff Costs; and
- Equipment Costs Lease.