

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.
Washington, D.C. 20433
U.S.A.

(202) 473-1000
Cable Address: INTBAFRAD
Cable Address: INDEVAS

_____, 2011

Amendment to the Agreement between the Commonwealth of Australia acting through the Australian Agency for International Development, the International Bank for Reconstruction and Development and the International Development Association, and the United Nations Office on Drugs and Crime, concerning the Multi-Donor Trust Fund for Stolen Asset Recovery Initiative (StAR) (TF No. 071149)

WHEREAS, an Administration Agreement was entered into by the Commonwealth of Australia, acting through the Australian Agency for International Development (AusAID) (the "Donor"), the International Bank for Reconstruction and Development and the International Development Association (collectively "the Bank"), and the United Nations Office on Drugs and Crime ("UNODC") (the Bank, the "Donor", and UNODC jointly referred to as the "Parties") effective June 10, 2009 (the "Administration Agreement"), concerning the Multi-Donor Trust Fund for Stolen Asset Recovery Initiative (StAR) (the "Trust Fund") (TF071149).

WHEREAS, pursuant to recent discussions between the Bank, UNODC and the Donors, the Bank proposes to amend Sections 1.2 and 8.2 of Annex 2 - Standard Provisions Applicable to the Multi-Donor Trust Fund for Stolen Asset Recovery Initiative (StAR) of the Administration Agreement (Annex 2).

NOW THEREFORE, the Parties agree hereto as follows:

1. Section 1.2 of Annex 2 is hereby deleted in its entirety and replaced by the following; it being understood that such revised provision does not affect the terms of the Transfer Agreement and does not require UNODC's consent under Section 1.4 of the Administration Agreement:

"1.2. The Contributions shall be administered in accordance with the 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 Bank resources to finance terrorist activity, in line with the Bank's obligations to give effect to the relevant decisions of the Security Council, taken under Chapter VII of the Charter of the United Nations. The Donor acknowledges that this provision does not create any obligations of the Bank under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country that may apply to the Donor, nor shall it be deemed a waiver, express or implied, of any of the privileges and immunities of the Bank."

2. Section 8.2 is deleted in its entirety and replaced by the following:

"It is expected that the Contributions will be fully disbursed by the Bank in accordance with the provisions of the Administration Agreements by June 30, 2014. The Bank shall only disburse contributions for the purposes of the Administration Agreements after such date with the written approval of the Donor."

3. In addition, the Donor intends to make an additional contribution to the Trust Fund in the amount of four million Australian Dollars (AUD4,000,000) (The "Additional Contribution") in installments in accordance with the schedule below and for which:

- a. On or before July 31, 2011, two million five hundred thousand Australian Dollars (AUD 2,500,000), and submission of a payment request by the Bank.
- b. On or before July 31, 2012, one million five hundred thousand Australian Dollars (AUD1,500,000), and submission of a payment request by the Bank.
- c. The Donor shall deposit the Additional Contribution into such bank account designated by the IBRD promptly following countersignature of this Amendment and upon submission of a payment request by the Bank. When making the deposit, the Donor 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 Donor for Mutli-Donor Trust Fund for Stolen Asset Recovery Initiative (StAR) (the "Trust Fund") (TF071149) and the date of the deposit. In addition, the Donor shall provide a copy of the Donor'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.
- d. Immediately upon receipt of the Additional Contribution funds, the Bank shall convert such funds into United States dollars.

4. All other terms of the Administration Agreement shall remain the same.

5. The Bank will disclose this Amendment and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Amendment, the Donor consents to disclosure of this Amendment and related information on this Trust Fund.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

6. Please confirm your acceptance to the foregoing, on behalf of the Donor, by signing and dating the two originals, retaining one original for your records and returning the other original to the Bank. Following receipt by the Bank of the original Amendment countersigned by you, this Amendment will become effective as of the date of the last countersignature provided on the part of each and all donors to the Trust Fund incorporating the same terms set forth herein.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION**

for

[Redacted Signature]

Janamitra Devan
Vice President and Head of Network
Financial and Private Sector Development

Date: 6/22/2011

COMMONWEALTH OF AUSTRALIA
acting through the Australian Agency for International Development (AusAID)

[Redacted Signature]

Michael Bergmann
Acting Assistant Director General, Governance & Social Development

Date: 29/6/11

UNITED NATIONS OFFICE ON DRUG AND CRIME

[Redacted Signature]

John Sandage
Director, Division of Treaty Affairs

Date: 28-6-11

