

COFINANCING AND TRUST FUNDS
FRAMEWORK AGREEMENT

Between

GOVERNMENT OF AUSTRALIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 2nd June 2004

AGREEMENT, dated 2nd June, 2004 between the Government of Australia ("GOA" or the "Donor") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("IBRD") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("IDA"), (IBRD and IDA being hereinafter referred to collectively as the "Bank"; it being understood that the activities to be carried out by the Bank under this Agreement may be carried out by either IBRD or IDA, in which case the term Bank shall mean either IBRD or IDA, as the case may be).

WHEREAS the Donor and the Bank have cooperated in the financing of development projects and programs and other activities of common interest in accordance with the terms of the Agreement between the Donor and the Bank dated May 29, 1996, as amended;

WHEREAS the Donor and the Bank intend to continue their cooperation in the financing together of development projects and programs and other activities ("Projects") on the terms and conditions set forth in this Agreement;

WHEREAS the Donor may make available funds for the cofinancing of Projects financed by the Bank, either directly to the borrower or to a trust fund administered by the Bank;

WHEREAS the Donor may establish trust funds with the Bank to finance activities to be carried out by the Bank or activities to be carried out by developing member countries of the Bank or other entities ("Recipients") as are agreed between the Donor and the Bank and to finance debt service and debt reduction operations;

WHEREAS this Agreement is intended to include financing provided by the Australian Agency for International Development;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Preamble to this Agreement have the respective meanings therein set forth and the following terms have the following meanings:

- (a) "Administration Agreement" means an agreement entered into between the Donor and the Bank pursuant to Section 4.02 hereof, substantially in the form of Attachment 1 or Attachment 2 hereto;
- (b) "Australian Dollars" means the currency of Australia;
- (c) "Balance Account" means the separate, single trust fund of the Donor with the Bank to which will be credited (i) the unused balances of trust funds established under

this Agreement; (ii) funds deposited by the Donor with the Bank on an interim basis pending the establishment of a trust fund for a Project; and (iii) the investment income earned on the undisbursed portion of trust funds established under this Agreement and on funds held in the Balance Account.

(d) "Bank-Administered Cofinancing" or "BACF" means the financing provided by the Donor under this Agreement for (i) a Project also financed by a loan, credit or grant from the Bank or (ii) an investment Project, where the financing provided by the Donor is to be administered by the Bank in accordance with the terms of this Agreement;

(e) "Donor-Administered Cofinancing" means financing provided by the Donor for a Project also financed by a loan, credit or grant from the Bank, where the financing is provided by the Donor directly to the borrower and is administered by the Donor;

(f) "Grant Agreement" means an agreement entered into between the Bank and a Recipient pursuant to Section 4.02 hereof;

(g) "Holding Currency" means Australian Dollars, for BACF and other trust funds to be executed by Recipients, and USD, for trust funds to be executed by the Bank;

(h) "T-Account" means IBRD's Account "T" (Account No. IBRT 81715-3) with the Reserve Bank of Australia in Sydney, Australia; and.

(i) "USD" means the currency of the United States of America.

ARTICLE II

Applicability of Agreement

Section 2.01. Unless otherwise agreed by the Donor and the Bank, this Agreement applies (i) to all trust funds established after the date of this Agreement by the Donor with the Bank to which the Donor is the only contributor to the trust fund and (ii) to all Donor-Administered Cofinancing provided by the Donor after the date of this Agreement. Notwithstanding the foregoing, this Agreement does not apply to any consultant trust fund or trust fund for financing the costs of externally-funded staff established by the Donor with the Bank, which shall be subject to the terms and conditions of a separate agreement between the Donor and the Bank. This Agreement does not apply to funding provided by the Donor for any trust fund to which other donors are also contributors (multi-donor trust fund); any such trust fund shall be subject to the terms and conditions of the agreement between the Donor and the Bank for such trust fund. This Agreement also applies to the Balance Account, including funds included therein prior to the date of this Agreement.

Section 2.02. The Bank shall not be obligated to accept any trust fund proposed by the Donor.

ARTICLE III
Consultation and Selection of Projects

Section 3.01. The Bank and the Donor acknowledge that early consultation on opportunities for financing potential Projects is important to realize the full benefits of this Agreement. The Donor and the Bank shall consult from time to time at the request of each other on all matters arising out of this Agreement and on the administration of Projects and other matters of common interest to them. In order to promote a regular exchange of information, the Donor and the Bank shall hold consultations at least once a year or as otherwise agreed.

ARTICLE IV
Trust Fund Commitment and Acceptance

Section 4.01. The Donor may establish trust funds with the Bank under this Agreement for the following purposes: (i) Bank-Administered Cofinancing; (ii) financing the costs of other activities to be carried out by a Recipient; (iii) financing the costs of activities to be carried out by the Bank; or (iv) financing the cost to Recipients for servicing or reducing their debt to the Bank or other creditors. The Donor may also provide funding under this Agreement to the Balance Account pending the establishment of a trust fund. Procurement of any goods and services financed under trust funds established under this Agreement shall be untied and made in accordance with Section 5.01 hereof.

Section 4.02. The Bank and the Donor shall enter into an Administration Agreement, which shall be substantially in the form of Attachment 1, for each trust fund established under this Agreement, and into an Administration Agreement, which shall be substantially in the form of Attachment 2, for any funding to be provided by the Donor to the Balance Account pending the establishment of a trust fund. All of the financing to be provided under Section 4.01 shall be provided on a grant basis. For each Bank-Administered Cofinancing, and each other trust fund for activities to be carried out by a Recipient, or by the Bank on behalf of a Recipient, the Bank shall, as administrator on behalf of the Donor, enter into a Grant Agreement with the Recipient for a grant in Australian Dollars setting forth the terms and conditions applicable to the financing thereof. The Bank shall be solely responsible for the administration of each such Grant Agreement. Notwithstanding the foregoing, the Bank shall not be required to enter into a Grant Agreement for a trust fund that finances activities of a global or regional nature, where the Bank determines that it would not be appropriate or feasible to do so. The Bank shall provide the Donor with a copy of each Grant Agreement.

ARTICLE V

Procurement

Section 5.01. The Grant Agreement for each Bank-Administered Cofinancing that finances goods, works or services and for each other trust fund to be executed by a Recipient shall provide that the Donor's contributions shall be used by the Recipient to finance expenditures for goods, works and services, as the case may be, in accordance with the Bank's Guidelines on "Procurement under IBRD Loans and IDA Credits" and the Bank's Guidelines on the "Selection and Employment of Consultants by World Bank Borrowers", as in effect at the date of the Grant Agreement. The Donor's contributions for each trust fund to be executed by the Bank shall be used by the Bank to finance expenditures for goods and services, as the case may be, in accordance with the Bank's procedures for procurement by the Bank of goods and services financed by trust funds administered by the Bank.

ARTICLE VI

Donor -Administered Cofinancing

Section 6.01. In the case of Donor-Administered Cofinancing, the Donor shall make funds available directly to the Recipient, and the Donor shall enter into an agreement with the Recipient for the financing of the Project. The Donor shall furnish a copy of such agreement to the Bank.

Section 6.02. Whenever funds are made available from the Donor to the Recipient pursuant to Section 6.01 hereof that finance goods, works or services, procurement shall take place in accordance with procedures agreed to between the Donor and the Recipient.

Section 6.03. In respect of each Project to be financed by the Donor pursuant to Section 6.01 hereof that finances goods, works or services, the Donor shall cooperate with the Bank in order to ensure that:

(a) the procurement procedures to be used fulfill the obligations of the Recipient to cause the Project to be carried out diligently and efficiently, and that the goods and services to be procured:

- (i) are of satisfactory quality and are compatible with the Project;
- (ii) will be delivered or completed in timely fashion; and
- (iii) are competitively priced so as not to adversely affect the economic and financial viability of the Project; and

(b) in the case of consultant services, the experience and capability of the consultants and the terms and conditions of employment, including the terms of reference, are appropriate to the assignment.

ARTICLE VII

Deposit and Disbursement of Funds

Section 7.01 The funds to be transferred by the Donor to the Bank under this Agreement shall be made in Australian Dollars .

Section 7.02. The Donor shall deposit the funds to be transferred to the Bank under any Administration Agreement into the T-Account in accordance with the provisions of such Administration Agreement. It is understood that deposits of funds by the Donor for Bank-Administered Cofinancing Projects shall be based on planned implementation schedules and may, after consultation between the Donor and the Bank, be adjusted to reflect actual progress made and expected cash needs.

Section 7.03. Except as the Donor and the Bank may otherwise agree and subject to Section 7.04, any funds received by the Bank for BACF and other trust funds to be executed by Recipients and any funds deposited by the Donor in the Balance Account pending the establishment of a trust fund shall be maintained in Australian Dollars and any funds received by the Bank for trust funds to be executed by the Bank shall be converted promptly following receipt and maintained in USD. The Bank shall be solely responsible for determining the time at which such conversion is effected and shall not have any responsibility to the Donor for the rate of exchange at which such conversion is made.

Section 7.04. The funds deposited pursuant to Section 7.02 and the funds in the Balance Account may be commingled with other trust fund assets administered by the Bank but shall be kept separate and apart from the funds of the Bank. The funds deposited pursuant to Section 7.02 shall be freely exchangeable by the Bank with other currencies in order to facilitate their disbursement. The Bank shall be solely responsible for determining the time at which any such exchange is effected and shall not have any responsibility to the Donor for the rate of exchange at which such conversion is made.

Section 7.05. The Bank shall disburse the funds so deposited with the Bank under Section 7.02 as needed from time to time to meet the cost of eligible goods and services as set forth in the relevant Administration Agreement and, where applicable, Grant Agreement.

ARTICLE VIII

Bank Responsibilities

Section 8.01. Except for Donor-Administered Cofinancing, the identification, appraisal and supervision of the Projects which the Donor finances pursuant to this Agreement shall be the responsibility solely of the Bank.

Section 8.02. The 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 Donor, 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 this Agreement shall be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

Section 8.03. Recognizing the obligations of Bank member countries under various United Nations Security Council Resolutions to take measures to prevent financing of terrorists, the Bank undertakes to use reasonable efforts, consistent with the Bank's Articles of Agreement and policies, including those pertaining to combating financing for terrorists, to ensure that the funds provided under any Administration Agreement are used for their intended purposes and are not diverted to terrorists or their agents. The Bank will include a provision in each Grant Agreement that the Recipient (i) will not use the proceeds of the grant for the purpose of any payments to persons or entities, or for the import of goods, if such payment or import, to the Recipient's knowledge or belief, is prohibited by a decisions of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, and, if applicable, (ii) will include a corresponding provision in any sub-grant agreements that the Recipient enters into with entities to which the Recipient makes the grant funding available.

ARTICLE IX

Investment; Administrative Cost Recovery; Unused Funds

Section 9.01. The Bank shall invest and reinvest the funds provided by the Donor under this Agreement pending their disbursement, in accordance with the Bank's policies and procedures for the investment of trust funds administered by the Bank. The Bank shall credit all income from such investment of all funds provided by the Donor under this Agreement on a monthly basis to the Balance Account, which the Bank shall also invest.

Section 9.02. In order to assist in the defrayment of the costs of administration incurred by the Bank under this Agreement, except as the Bank and the Donor may otherwise agree, the Bank may deduct from each amount deposited by the Donor with the Bank under this Agreement and retain for the Bank's own account an amount equal to:

(i) five percent (5%) of the amount deposited by the Donor with the Bank for each trust fund below US\$ 30 million equivalent that is not for a Bank-Administered Cofinancing;

(ii) two percent (2%) of the amounts deposited by the Donor for each Bank-Administered Cofinancing trust fund below US\$ 30 million equivalent; and

(iii) the amount specified in the Administration Agreement for each trust fund above \$30 million equivalent, which amount shall be determined on a case-by-case basis in accordance with the Bank's administrative cost recovery policy.

Notwithstanding the foregoing, the Bank shall not receive any compensation for the costs of administration of the Balance Account, including funds deposited by the Donor in the Balance Account pending the establishment of a trust fund, or for trust funds for financing the cost to Recipients for servicing or reducing their debt to the Bank or other creditors.

Section 9.03. Upon the completion or termination of each Project financed by a trust fund established under this Agreement, the Bank shall transfer any unused balance of the funds to the Balance Account.

Section 9.04. The funds in the Balance Account shall be applied to such purposes as may be mutually agreed by the Donor and the Bank from time to time.

ARTICLE X

Cooperation and Consultation

Section 10.01. The Bank shall promptly inform the Donor of any significant modification to the terms of any Grant Agreement between the Bank and a Recipient and of any contractual remedy that is exercised by the Bank under a Grant Agreement. To the extent practicable, the Bank shall afford the Donor a reasonable opportunity to exchange views before effecting any such modification or exercising such contractual remedy.

Section 10.02. Representatives of the Donor shall be invited to participate in missions relating to Projects financed by the Donor under this Agreement as the Bank, the Donor and the Recipient deem appropriate and, in the case of BACF, the Bank shall keep the Donor informed of appraisal and supervision activities.

ARTICLE XI

Accounting and Auditing

Section 11.01. The Bank shall maintain separate records and ledger accounts in respect of the funds deposited by the Donor with the Bank for each trust fund under this Agreement, the funds credited to the Balance Account and the disbursements thereof. Within ninety days of each March 31, June 30, September 30 and December 31, the Bank shall prepare, on a cash basis, an unaudited statement of receipts, disbursements and fund balance with respect to each such trust fund and the Balance Account and forward a copy to the Donor. Each such statement shall be expressed in the currency in which the funds are maintained by the Bank. Each such statement shall, to the extent feasible, be provided electronically through the Bank's Donor Portal (<http://info.worldbank.org/donor>) (or such other electronic location as the Bank may inform the Donor).

Section 11.02. The Bank shall provide the Donor annually with a management assertion together with an attestation from the Bank's external auditors concerning the adequacy of internal control over cash-based financial reporting for trust funds as a whole. The costs of such attestations shall be borne by the Bank.

Section 11.03. If the Donor wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of an individual trust fund established under this Agreement, the Donor and the Bank shall first consult as to whether such an external audit is necessary. The Donor and the Bank shall agree on the most appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Bank shall

arrange for such external audit. The costs of any such audit, including the internal costs of the Bank with respect to such audit, shall be paid by the Donor.

Section 11.04. The Bank shall provide the Donor with copies of all financial statements and all auditors' reports with respect thereto received by the Bank from Recipients pursuant to Grant Agreements.

ARTICLE XII

Disclosure

Section 12.01. The Bank, may disclose this Agreement, Administration Agreements, Grant Agreements and information with respect to trust funds under this Agreement in accordance with the Bank's policy on disclosure of information.

ARTICLE XIII

Effectiveness, Termination

Section 13.01. This Agreement shall become effective as of the date of its signature by the authorized representatives of both parties hereto.

Section 13.02. Either party may terminate this Agreement by giving not less than three months' advance written notice to the other party. Except as otherwise agreed, upon termination, this Agreement shall, however, remain in force with respect to the funding by the Donor of Projects agreed upon at a time when this Agreement was still in full force and effect.

Section 13.03. Subject to the foregoing, and except as otherwise provided in any Administration Agreement, upon termination of this Agreement, any funds of the Donor held hereunder by the Bank shall be returned to the Donor and the Bank's functions pursuant hereto shall be considered as terminated.

ARTICLE XIV

Communications

Section 14.01. All written communications in respect of this Agreement shall be directed to the following addresses or such other address as may be specified by the Donor or the Bank, as the case may be:

For the Government of Australia:

Assistant Director General
Multilateral and Policy Branch
Australian Agency for International Development (AusAID)
62 Northbourne Avenue
CANBERRA CITY 2600
AUSTRALIA

For the Bank:

International Bank for Reconstruction and Development
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
U. S. A.
Attention: Manager, Trust Funds Strategy and Donor Relations,
Concessional Finance and Global Partnerships

ARTICLE XV
Miscellaneous

Section 15.01. Any provision of this Agreement may be amended only by written agreement between the parties.

Section 15.02. The headings of the Articles in this Agreement are used for convenience only, and shall not be used in interpreting the provisions of this Agreement.

Section 15.03. This Agreement is executed in two counterparts, one for each party.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names as of the day and year first above written.

GOVERNMENT OF AUSTRALIA

By _____
Peter Versegi
Assistant Director General
Policy and Multilateral Branch

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

By _____
Vice President
Concessional Finance and
Global Partnerships

FORM OF ADMINISTRATION AGREEMENT

Administration Agreement for the Australian Trust Fund for [insert name of Project](Trust Fund No.-----)

Article 1

Subject and amount of the Grant

Section 1.01 In pursuance of the Cofinancing and Trust Funds Framework Agreement between the Government of Australia ("Donor") and the International Bank for Reconstruction and Development ("IBRD") and the International Development Association ("IDA") (collectively the "Bank") dated _____ (the "Framework Agreement"), I am pleased to inform you of the intention of the Donor to make available a grant (the "Grant") of _____ Australian Dollars(AUD___), to be administered by the Bank for the _____ (Trust Fund No. _____)¹.

Section 1.02 The terms of the Framework Agreement shall apply to the Grant. The Bank shall administer the Grant in accordance with the provisions of the Framework Agreement, except as otherwise provided herein.

Section 1.03 The Grant shall be used exclusively for the [following activities _____][activities described in the Annex hereto, which forms an integral part of this Agreement².The Grant shall be used to finance the [following categories or expenditures][expenditures described in the Annex]³[Notwithstanding the foregoing, the Bank may reallocate the Grant funds between such categories of expenditure that are specified in the Administration Agreement in accordance with the Bank's applicable policies and procedures on reallocation, without the need to obtain Donor approval for any such reallocation.]⁴[Notwithstanding the foregoing, the Bank may, without the need to obtain Donor approval allocate the USD amounts, for categories of expenditure that are specified in the Administration Agreement, obtained by the Bank following receipt of the Grant funds as the Bank deems necessary to achieve the purposes of the Grant. In so doing, the Bank will endeavor to use the USD amounts to the extent feasible in proportion to the allocation of the Australian Dollar amounts stated herein.]⁵

¹ Insert Name of Project/Activity and Trust Fund Number (to be supplied by the Bank's Office of the Trust Funds Section):

² Describe the activities to be financed by the Grant either in the Administration Agreement, if the description is short, or in the Annex.

³ Describe, either in the Administration Agreement or in the Annex, the categories of expenditures to be financed and the amount to be allocated to each such category. (For trust funds to be executed by the Bank, the list of categories is limited to the following: Bank staff costs, Consultant fees, Associated Overheads, Travel costs, Equipment costs, Media/workshop costs, Contractual services, and Development Grants).

⁴ Include only in the case of BACF trust funds and other trust funds executed by Recipients .

⁵ Include only in the case of trust funds executed by the Bank .

Section 1.04 In addition to the financial reporting of the Grant to be provided pursuant to Section 11.01 of the Framework Agreement, the Bank shall provide an annual report on the activities financed by the Grant and a final report on the activities following the Completion Date.

Article 2

Payment schedule and modalities

Section 2.01 The Donor shall deposit the Grant funds with the Bank, upon request from the Bank, in IBRD's Cash Account "T" maintained with the Reserve Bank of Australia in accordance with the following schedule:

	upon confirmation by the Bank of this Administration Agreement	[amount]
-	[date]	[amount]

Section 2.02 When making each deposit, the Donor shall:

- (a) instruct the Reserve Bank of Australia as to the amount deposited and the date of such deposit; and
- (b) forward the remittance advice by email to the Bank's Treasury Operations Department addressed to tris@worldbank.org indicating the amount deposited, the name and Trust Fund number of the Project for which such deposit has been made (as set forth in the Administration Agreement), and the date of such deposit; and
- (c) arrange to send a copy of the information in the remittance advice to the Bank's Trust Funds Division by e-mail addressed to "tfremittadvice@worldbank.org" or by fax to 202-614-1315.

Article 3

Completion date

Section 3.01 The Grant funds may be used to finance expenditures for the Project commencing on _____ and ending on _____.⁶ The Bank may make disbursements of the Grant funds for up to four (4) months after such latter date for expenditures incurred on or before such date, in accordance with the Bank's applicable policies and procedures.

⁶ Insert first date on which expenditures for the Project are eligible for financing under the Grant and the Closing Date for the Grant, respectively

Article 4 Cancellation

Section 4.01 Either party may, upon giving the other party three (3) months' prior written notice, cancel that part, if any, of the Grant funds provided under this Administration Agreement that the Bank has not committed prior to receipt of such notice under agreements entered into by the Bank with any third party, including any Grant Agreement. Upon such cancellation, and unless the parties hereto agree on another arrangement, the Bank shall credit the uncommitted balance of the Grant funds to the trust fund account specified in Section 9.01 of the Framework Agreement.

Article 5 Communications

Section 5.01 The offices responsible for coordination of all matters related to this Administration Agreement are:

For the Government
Of Australia:

For the Bank:

Tel:
Fax:
E-mail:

Tel:
Fax:
E-mail:

This Administration Agreement is drawn up in two originals, one for each party. It may be amended only by written agreement of the parties hereto.

GOVERNMENT OF AUSTRALIA

By: _____
(Authorized Representative)
Date: _____

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION

By: _____
(Authorized Representative)
Date: _____

ATTACHMENT 2

**FORM OF ADMINISTRATION AGREEMENT
FOR DEPOSIT TO BALANCE ACCOUNT PENDING THE ESTABLISHMENT OF A
TRUST FUND**

Article 1

Subject and Amount of the Grant

Section 1.01. In pursuance of the Cofinancing and Trust Funds Framework Agreement between the Government of Australia ("Donor") and the International Bank for Reconstruction and Development ("IBRD") and the International Development Association (the "IDA") (collectively the "Bank") dated _____ (the "Framework Agreement"), I am pleased to inform you of the intention of the Donor to make available a grant (the Grant) of _____ Australian Dollars (AUD _____), to be held by the Bank in the Balance Account pending the subsequent establishment of a trust fund

Section 1.02. The terms of the Framework Agreement shall apply to the Grant. The Bank shall administer the Grant in accordance with the provisions of the Framework Agreement, except as otherwise provided herein.

Article 2

Payment Schedule and Modalities

Section 2.01. The Donor shall deposit the Grant funds with the Bank, upon request from the Bank, in IBRD's Cash Account "T" maintained with the Reserve Bank of Australia or such other account as the Bank may notify to the Donor, promptly following the date of this Administration Agreement.

Section 2.02 When making such deposit, the Donor shall:

- (a) instruct the Reserve Bank of Australia as to the amount deposited and the date of such deposit; and
- (b) forward the remittance advice by email to the Bank's Treasury Operations Department addressed to tris@worldbank.org indicating the amount deposited, the date of such deposit and that the amount is for the Balance Account; and
- (c) arrange to send a copy of the information in the remittance advice to the Bank's Trust Funds Division by e-mail addressed to tfremitadvice@worldbank.org or by fax to 202-614-1315.

Article 3
Communications

Section 5.01. The offices responsible for coordination of all matters related to this Administration Agreement are:

For the Donor:

For the Bank:

Tel:

Tel:

Fax:

Fax:

E-mail:

E-mail:

This Administration Agreement is drawn up in two originals, one for each party. It may be amended only by written agreement of the parties hereto.

GOVERNMENT OF AUSTRALIA

By: _____

(Name and title of Authorized Representative)

Date: _____

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

By: _____

(Name and title of Authorized Representative)

Date: _____