

Contribution Agreement between the Norwegian Ministry of Foreign Affairs and the International Bank for Reconstruction and Development concerning the Women Entrepreneurs Finance Initiative Trust Fund (MTO No. 069034)

1. The International Bank for Reconstruction and Development (the "Bank") as trustee of the Women Entrepreneurs Finance Initiative (We-Fi) Trust Fund (MTO No. 069034) (the "Trust Fund") (the "Trustee") acknowledges that the Norwegian Ministry of Foreign Affairs (the "Contributor", and together with the Bank, the "Parties" and each a "Party") agrees to provide the sum of ninety million Norwegian Kroner (NOK 90,000,000) (the "Contribution") for the Trust Fund in accordance with the terms of this Contribution Agreement. Other donors are also expected to contribute to the Trust Fund on the terms and conditions specified in Annex 1 to this Contribution Agreement.
2. The Contribution shall be administered by the Trustee on behalf of the Contributor in accordance with the terms of this Contribution Agreement, including the "Standard Provisions" attached hereto as Annex 1, and consistent with the provisions of the "Women Entrepreneurs Finance Initiative Governance Framework," as may be amended from time to time in accordance with its terms (the "We-Fi Governance Framework").
3. The Contributor shall deposit the Contribution promptly following countersignature of this Contribution Agreement in the full amount and currency ("Contribution Currency") specified in paragraph 1 above into such bank account designated by the Trustee upon submission of a payment request by the Trustee.
4. When making any deposit, the Contributor shall instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Contributor for MTO No. 069034 (the Women Entrepreneurs Finance Initiative Trust Fund), and the date of the deposit (the "Deposit Instructions"). In addition, the Contributor shall provide a copy of the Deposit Instructions to the Trustee.
5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Contribution Agreement shall be in writing and delivered by mail, fax 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 Trustee (the "Trustee Contact"):

Director
Trust Funds and Partner Relations
Development Finance
The World Bank
1818 H Street, NW
MSN G6-602
Washington, DC 20433, U.S.A.

Tel: + 1 (202) 473-7414
E-mail: wefitrustee@worldbank.org

For the Contributor (the "Contributor Contact"):

Lajla Jakhelln
Director, Section for Human Rights, Democracy and Gender Equality
Norwegian Ministry of Foreign Affairs
Victoria Terrasse, 0251 Oslo


Tel: 0047-23 95 00 00
E-mail: Seksjon.for.menneskerettigheter.demokrati.og.likestilling@mfa.no

6. In the event any amounts are to be returned to the Contributor under this Contribution Agreement, the Trustee shall transfer such amounts to the Contributor, unless otherwise agreed with the Trustee. When making any deposit, the Trustee shall include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Bank in relation to MTO No. 069034 (the Women Entrepreneurs Finance Initiative Trust Fund), and the date of the deposit. The Trustee shall provide a copy of such information to the Contributor.

7. All annexes hereto constitute an integral part of this Contribution Agreement, whose terms taken together shall constitute the entire agreement and understanding between the Contributor and the Trustee. Unless otherwise specified in an annex hereto, this Contribution Agreement may be amended only by written amendment between the Trustee and the Contributor; provided, however, that Annex 1 to this Contribution Agreement may be amended only by written amendment of all donors contributing to the Trust Fund.


8. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Contribution Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Contribution Agreement, and upon possession by the Trustee of this fully signed Contribution Agreement, this Contribution Agreement shall become effective as of the date of the last signature.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the Women Entrepreneurs Finance Initiative Trust Fund**

By: 
Dirk Reiner mann, Director
Trust Funds and Partner Relations

Date: December 12, 2017

NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

By: 
Lajla Jakhelln, Director
Section for Human Rights, Democracy and Gender Equality

Date: December 13, 2017

Standard Provisions

These Standard Provisions shall be applicable to and form an integral part of all Contribution Agreements for the Trust Fund between the International Bank for Reconstruction and Development (the “Bank”) acting in its capacity as trustee of the Women Entrepreneurs Finance Initiative Trust Fund (the “Trust Fund”) (the “Trustee”) and the respective donors to the Trust Fund (each, a “Contributor”, collectively, “Contributors”).

1. Administration of the Contributions

1.1. The Trust Fund is established by the Trustee to support the activities of the Women Entrepreneurs Finance Initiative (the “We-Fi”). The governance framework applied to the We-Fi is set out in the We-Fi Governance Framework, as such document may be amended from time to time in accordance with its terms.

1.2. The Trustee may accept contributions to the Trust Fund (“Contributions”) from the Contributors that enter into a Contribution Agreement with the Trustee, consistent with the Bank’s applicable policies and procedures. The Trustee shall hold in trust, as a holder of the legal title, and administer the funds, assets and receipts that constitute the Trust Fund, in accordance with the terms of the Contribution Agreements.

1.3. The Bank shall be responsible only for performing those functions specifically set forth in this Contribution Agreement, including its annexes, and shall not be subject to any other duties or responsibilities to the Contributors, 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 Contribution 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.

2. Management of the Contributions

2.1. The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

2.2. The currency in which the funds in the Trust Fund shall be held is United States dollars (the “Holding Currency”).

2.3. Contributors agree to deposit their Contributions in the Contribution Currency stated in their respective Contribution Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Trustee shall convert such amounts into the Holding Currency at the exchange rate obtained by the Trustee on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Trustee nor the Contributor shall bear any responsibility for providing any additional financing.

2.4. The funds deposited in the Trust Fund may be freely exchanged by the Trustee into other currencies as may facilitate their administration at the exchange rate obtained by the Trustee on the date of the conversion.

2.5. The Trustee shall invest and reinvest the funds deposited in the Trust Fund pending their transfer in accordance with the Trustee's applicable policies and procedures for the investment of trust funds administered by the Trustee. The Trustee shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions.

3. Commitment, Transfer and Use of Trust Fund Resources

3.1. Subject at all times to availability of applicable resources in the Trust Fund as determined by the Trustee and consistent with the terms of the Contribution Agreements, the Trustee may commit, transfer and/or use Trust Fund resources for purposes approved and in the amounts approved by the Governing Committee of the We-Fi (the "Governing Committee") in accordance with the terms of the We-Fi Governance Framework.

3.2. The Trustee shall enter into a financial procedure agreement (a "Financial Procedures Agreement") with each Implementing Partner of the We-Fi (each, a "Implementing Partner," and collectively, "Implementing Partners") that receives Trust Fund funds directly from the Trustee. The Trustee will commit and transfer Trust Fund funds to the Implementing Partners in accordance with the terms of the Financial Procedures Agreements.

3.3. The Financial Procedures Agreement will provide, *inter alia*, that each Implementing Partner will be responsible for:

- (i) the use of the Trust Fund resources transferred to it and activities carried out therewith in accordance with: (a) its policies and procedures, and (b) the applicable terms and conditions under which funding from the We-Fi are provided, including the purpose for which the allocations of the Trust Fund resources have been approved, and the applicable provisions of the Governance Framework based on which the relevant allocations have been made;
- (ii) reporting to the Governing Committee on its activities as set out in the We-Fi Governance Framework, and providing to the Governing Committee progress reports for the activities with reference to the agreed results framework and in a format agreed with the Governing Committee; and
- (iii) taking reasonable measures, in accordance with its policies and procedures, to ensure that the funds provided to the Implementing Partner by the Trustee are used for intended purposes, including using its screening procedures to prevent the use of Trust Fund funds to finance terrorist activity, in line with We-Fi participating countries obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations.

3.4. Subject to paragraph 3.5 below, the Trustee shall require, and accept from, Implementing Partners that have received Trust Fund funds from the Trustee, periodic financial reports in accordance with the provisions of their Financial Procedures Agreement. The Trustee shall, upon request, furnish the Governing Committee with copies of relevant financial reports made available from the Implementing Partners under, and subject to the provisions of, the Financial Procedures Agreements.

3.5. Neither the Trustee nor the Secretariat of the We-Fi (the "Secretariat") shall have any responsibility, fiduciary or otherwise, for the use of such funds and activities carried out therewith, including collection from beneficiaries of We-Fi funding or such other entities, of any return of funds that are due to

Implementing Partners. Each Implementing Partner shall be responsible for reporting to the Governing Committee on the use of Trust Fund funds transferred to it and its activities carried out therewith in accordance with the respective Financial Procedures Agreement as set out in paragraph 3.3 above.

3.6. The Trustee shall receive, by way of transfers of funds, from the Implementing Partners pursuant to their respective Financial Procedures Agreements, any return of funds which are received or held by the Implementing Partners and due to be returned to the Trust Fund under the terms of the relevant We-Fi funding approved by the Governing Committee. Any return of funds received by the Trustee will be credited to the Trust Fund to be used for the same purposes as Contributions.

4. Administrative Costs

4.1. Support to the We-Fi is provided by the Trustee and the Secretariat on a full cost recovery basis. Costs incurred by the Trustee and the Secretariat shall at all times be covered in their entirety by the Trust Fund.

4.2. The Trustee and the Secretariat, respectively, will submit a workplan and indicative budget to the Governing Committee for allocation of Trust Fund funds to cover the full costs of services to be provided by the Trustee and the Secretariat in the upcoming period (which may include the costs incurred prior to the submission of the workplan and indicative budget or effectiveness of these Standard Provisions). Upon allocation of the Trust Fund funds by the Governing Committee, the Trustee may transfer the allocated amount from the Trust Fund to the account of the Trustee and the Secretariat, respectively; provided that the amount of the funds transferred may be subject to an end of budget period adjustment on the basis of full cost recovery for the services included in the workplan approved by the Governing Committee and provided during that period.

4.3. In the event that the Governing Committee ceases making allocations of funding prior to the Trust Fund Final Closing Date, the Trustee may, upon approval of the proposal by the Governing Committee, transfer to the Trustee, the Secretariat, and if applicable, Implementing Partners, the respective amount of cost recovery approved for that party for its services to be carried out in support of the We-Fi after the date of cessation of allocation by the Governing Committee; provided that if any funds transferred are unused by any such party after the completion of its services in support of the We-Fi, such party shall return the unused funds to the Trust Fund.

5. Accounting and Financial Reporting

5.1. The Trustee shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund and transfers made therefrom.

5.2. Unless otherwise agreed between the Governing Committee and the Trustee, the Trustee shall annually furnish to the Governing Committee a report on the receipts on, transfers from and fund balance of the Trust Fund in the Holding Currency.

5.3. 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 in, transfers from and fund balance of the Trust Fund in the Holding Currency shall be made available to the Contributors.

5.4. The Trustee shall make publicly available, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) 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 all cash-based trust funds as a whole; and (ii) a combined financial statement for all cash-based trust funds together with the Bank's external auditor's opinion thereon. The cost of the single audit shall be borne by the Trustee.

5.5. If the Governing Committee or an individual Contributor wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of the Trust Fund, the Governing Committee or such Contributor, as the case may be, and the Trustee shall first consult as to whether such an external audit is necessary. The Trustee and the Governing Committee or the Contributor, as applicable, shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Trustee shall arrange for such external audit. The costs of any such audit, including the internal costs of the Trustee with respect to such audit, shall be borne by the Trust Fund if the audit was requested by the Governing Committee, or by the requesting Contributor if the audit was requested by the Contributor.

5.6. The Contributors acknowledge and agree that the provision of any financial statements and progress reports from the Implementing Partners is the responsibility of the respective Implementing Partner.

6. Cancellation; Termination

6.1. In the event that the Governing Committee ceases making allocations from the outstanding balance of the Trust Fund, the Trustee may continue to administer the Trust Fund after the date of cessation of allocation by the Governing Committee until the Trust Fund Final Closing Date; provided that the Trustee may not transfer Trust Fund funds to the Implementing Partners, the Trustee and the Secretariat beyond the end of the We-Fi Term (as defined in the Governance Framework).

6.2. Upon three (3) months' prior written notice, (a) any Contributor may cancel all or part of such Contributor's Share, and (b) the Trustee may cancel all or part of any Contributor's Share, as calculated by the Trustee at the end of the notice period. In the event of a cancellation, unless otherwise agreed between the Trustee and the Contributor, the Trustee shall return to the Contributor the cancelled amount of the Contributor's Share in the Holding Currency but only as and when such resources became available to the Trustee.

6.3. The Trustee may terminate its role as trustee of the Trust Fund at any time after providing the Governing Committee, three (3) months' prior notice in writing. Following the termination by the Trustee of its role as trustee of the Trust Fund, the Trustee shall carry on no business for the Trust Fund except for the purpose of winding up its affairs. The Trustee shall, in consultation with the Governing Committee to the extent possible, take all necessary action for winding up its affairs in an expeditious manner.

6.4. Following the Trust Fund Final Closing Date or the date that is three (3) months after the delivery of termination notice under paragraph 6.3. above, the Trustee shall return to each Contributor the amount of its respective Contributor's Share of the remaining balance of the Trust Fund in accordance with the terms of each Contributor's Contribution Agreement; provided that any such transfer will be made as and when such resources became available to the Trustee.

6.5. For the purpose of this section 6, the terms set forth below shall have the following meanings:

"Contributor's Share" means, with respect to each Contributor, the respective Contributor's pro rata share, calculated as the Holding Currency amounts, of the remaining unallocated fund balance in the Trust Fund,

including any reflow or return of funds in the Trust Fund, as of the calculation date of the share. The pro rata share shall be calculated by the Trustee based on the total funds deposited in the Trust Fund by the Contributor for whom the calculation is made, relative to the total funds deposited in the Trust Fund by all Contributors;

“Trust Fund Final Closing Date” means the date that is four (4) months after the last date on which any Reflow of Funds is scheduled to be returned to the Trust Fund as notified by the Implementing Partners consistent with the pertinent We-Fi funding approved by the Governing Committee; and

“Reflow of Funds” means any payments of principal, interest, fees or any other flow of funds from We-Fi financing extended by an Implementing Partner, which are due to be returned to the Trust Fund pursuant to the Financial Procedures Agreement consistent with the pertinent We-Fi funding approved by the Governing Committee.

7. Disclosure

7.1. The Trustee and the Contributors agree that the Contribution Agreements will be made publicly available and that any related information on this Trust Fund in the Trustee’s and the Contributor’s possession may be publicly disclosed in accordance with (i) the Trustee’s policies and procedures with respect to any such information in the Trustee’s possession; and (ii) the Contributors’ applicable laws with respect to any such information in the Contributors’ possession.

7.2. Notwithstanding paragraph 7.1 above, neither the Trustee nor any of the Contributors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Contributors are otherwise obliged to do so under applicable laws with respect to information in their possession.

7.3. Where appropriate to do so, the Trustee will acknowledge the Contributors’ contributions in references made by the Trustee with respect to the Trust Fund in publications, press releases or other similar written materials.

8. Dispute Resolution; Limitation on Donor Liability

8.1. The Donors and the Trustee shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Contribution Agreements.

8.2. In providing funds under this Contribution Agreement, the Contributors do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.