

The World Bank

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

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

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Cable Address: INTBAFRAD
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04-Jan-2022

H.E. Boštjan Malovrh, Ambassador
Permanent Mission of the Republic of Slovenia
to the United Nations
630 Third Avenue, 20th floor
NEW YORK, N.Y. 10017 USA

**Agreement between the Republic of Slovenia and the
International Bank for Reconstruction and Development for the
Least Developed Countries Fund for Climate Change (MTO NO.
069004)**

Dear Ambassador Malovrh:

1. The International Bank for Reconstruction and Development ("IBRD") (the "Trustee") is pleased to acknowledge the intention of the Republic of Slovenia (the "Donor") to make available to the Trustee the sum of fifty thousand Euros (EUR 50.000) (the "Donor's Contribution") as a grant to the Least Developed Countries Fund for Climate Change (the "LDC Fund").
2. The LDC Fund has been established following the decision of the Conference of the Parties to the United Nations Framework Convention on Climate Change (the "UNFCCC") at its Seventh Session ("COP 7") to invite the Global Environment Facility ("GEF") to operate such a fund. (Decision 7/CP.7 of the UNFCCC). At its May 15-17, 2002 biannual meeting, the GEF Council (the "Council") approved the arrangements proposed for the establishment of such a fund and invited IBRD to act as trustee of it. (GEF/C.19/6).
3. The administration and use of the Donor's Contribution will be subject to the provisions of this agreement (the "LDC Fund Administration Agreement" or this "Agreement") and to the Standard Provisions Applicable to Contributions to the LDC Fund (the "Standard Provisions"), set out in Annex I attached hereto. The Standard Provisions constitute an integral part of this Agreement.
4. The Donor's Contribution will be used for the purposes described in the Standard Provisions. The Donor authorizes the Trustee to use the Donor's Contribution for such purposes. Other donors are also expected to contribute to the LDC Fund.
5. The Donor shall deposit the Contribution, payable in Euros, into such account with such bank (the "Depository Bank") so designated in a payment request by the Trustee for this purpose upon submission of a payment request by the Trustee.

6. When making such deposit, the Donor shall instruct its bank to include in its payment detail information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for MTO No. 069004 (the Least Developed Countries Fund for Climate Change), and the date of the deposit.

7. The offices responsible for coordination of all matters related to the implementation of this agreement are:

For the Trustee

Dirk Reinermann
Director, Trust Funds and Partner Relations
Development Finance
The World Bank
1818 H street,
NW
Washington,
DC 20433
U.S.A.

Tel: +1 (202) 458-0019
Fax: +1 (202) 614-0795
E-mail: geftrustee@worldbank.org

For the Donor

Dr. Robert Kokalj
Head of Department
Department for Development Cooperation and Humanitarian Aid
Prešernova cesta 25, 1000 Ljubljana, Slovenia

Tel: +386 1 478 2171
E-mail: gp.mzz@gov.si; robert.kokalj@gov.si

8. This Agreement may be amended only by written agreement between the Trustee and the Donor; provided, however, that Annex I (Standard Provisions) to this Agreement may only be amended with the agreement of all Donors contributing to the LDC Fund.

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

10. Please confirm your agreement with the foregoing, on behalf of the Donor, by countersigning and dating the two original copies of this Agreement. Upon countersignature, please return one copy of this Agreement to the Trustee. This Agreement will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT



Dirk Reinermann
Director
Trust Funds and Partner Relations

AGREED:

REPUBLIC OF SLOVENIA



H.E. Boštjan Malovrh
Ambassador

Date: 11 January 2022

Standard Provisions Applicable to Contributions to the Least Developed Countries Fund for Climate Change

The following provisions (the "Standard Provisions") apply to all agreements entered into between the Trustee and donors making contributions to the Least Developed Countries Fund for Climate Change (each an "LDC Fund Administration Agreement"). Defined terms used in this Annex and not defined herein have the same meaning as provided for such terms in the LDC Fund Administration Agreement and/or the Instrument for the Establishment of the Restructured Global Environment Facility (the "Instrument").

1. Maintenance of the LDC Fund

All contributions made available to the LDC Fund (collectively the "Contribution Funds") will be kept separate and apart from the funds of the IBRD. The Contribution Funds will be held in US dollars. If any contribution is made in a currency other than the US dollar, the Trustee shall convert the contribution into US dollars promptly following receipt. The Contribution Funds may be commingled with other trust fund assets maintained by the Trustee. The Trustee may freely exchange the Contribution Funds into other currencies as may facilitate their disbursement and without any financial responsibility on the donor side for the currency changing.

2. Investment of Resources and Recovery of Administrative Costs

The Trustee may invest the Contribution Funds pending their disbursement in any instrument in which IBRD is authorized to invest its own funds. The Trustee shall credit all investment income to the LDC Fund for use for the same purposes as contributions to the LDC Fund. The Trustee will receive an administrative fee, payable from the principal of the LDC Fund, to cover the reasonable actual expenses incurred by the Trustee in the administration of the fund. The amount of such fee shall be determined annually by the GEF Council on the basis of a request made to the GEF Council by the Trustee.

3. Use of Resources

The Trustee may use the resources of the LDC Fund for any purpose authorized by the Council or the Chief Executive Officer of the GEF (the "CEO") in respect of such resources, pursuant to the guidance of the Conference of the Parties to the United Nations Framework Convention on Climate Change (the "UNFCCC") and the provisions of the Instrument, as such provisions or guidance may be amended from time to time, and otherwise, as authorized by the LDC Administration Agreement.

4. Procedures to Govern Use of Resources

All amounts of LDC Fund resources in respect of which the Trustee, pursuant to paragraph 3 above, is authorized by the Council or the CEO to make transfers to the Implementing Agencies and executing agencies (jointly, the "Agencies", individually, an

"Agency"), which amounts may include funds to cover the reasonable expenses incurred by the Agencies in the performance of their responsibilities, will be transferred in accordance with agreements entered into separately between the Trustee and the Agencies.

5. Procurement of Goods

The procurement of goods and services (including consultants' services) for LDC Fund activities shall be done in accordance with the regulations, rules, policies, guidelines and procedures of the respective Agency.

6. Accounting and Financial Statements

The Trustee shall maintain separate records and ledger accounts in respect of the LDC Fund and disbursements thereof. For as long as any resources remain in the LDC Fund, the Trustee shall report to the CEO quarterly on the status of resources in the LDC Fund and shall provide the Council with an annual financial statement with respect to the fund. Such financial statements will be prepared in United States dollars.

7. Auditing

The Trustee will provide the Council, within six months following the end of each IBRD fiscal year, with a management assertion, together with an attestation from the IBRD's external auditors concerning the adequacy of IBRD's internal controls over financial reporting for trust funds as a whole. The costs of such attestations shall be borne by the IBRD.

In addition, upon the written request of the Council, the Trustee shall cause the annual financial statements prepared by IBRD with respect to the LDC Fund to be audited by IBRD's external auditors and shall forward a copy of such auditors' report to the Council. The Trustee may deduct the cost of such audits from the resources of the LDC Fund. If such funds are insufficient to cover the cost of such audits, the Donor will pay the Bank such amount as is required to reimburse the Trustee for the cost of such audits.

8. Disclosure of Information

The Trustee may disclose the LDC Fund Administration Agreement and information on the LDC Fund in accordance with the IBRD's policy on the disclosure of information.

9. Standard of Care

The Trustee shall be responsible only for performing those functions specifically set forth in the LDC Fund Administration 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 the LDC Fund Administration Agreement shall be considered a waiver of any privileges or immunities accorded to the IBRD by its Articles of Agreement or international law.

10. Additional Contributions

The Donor may make additional contributions to the LDC Fund from time to time. The Donor shall notify the Trustee of such additional contributions in writing substantially in the form attached hereto as Attachment 1.

11. Amendments

The LDC Fund Administration Agreement may be amended only by written agreement of the parties.

12. Termination

The Trustee may terminate the LDC Fund Administration Agreement at any time after consultation with the Council and the Implementing Agencies and after giving the Council six months notice in writing. In the event of termination, the Trustee shall take all necessary action for winding up its activities in an expeditious manner, in accordance with such decision. The decision shall also provide for meeting the commitments of the LDC Fund already made and for the disposition of any remaining funds, receipts, assets or liabilities of the LDC Fund upon termination.

13. Effectiveness

The LDC Fund Administration Agreement shall enter into effect on the date on which such agreement has been signed by the Donor.

ATTACHMENT 1

Date:

Mr. Dirk Reinermann
Director, Trust Funds and Partner Relations
Development Finance
International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.

Dear Mr. Reinermann,

Notice of Additional Contribution Agreement to the International Bank for
Reconstruction and Development, as Trustee of the Trust Fund for the
Least Developed Countries Fund for Climate Change
(MTO No. 069004)

Reference is made to the Trust Fund Administration Agreement (the "Agreement") dated [date] between the [name of Donor] (the "Donor") and the International Bank for Reconstruction and Development ("IBRD"), as trustee (the "Trustee") of the Least Developed Countries Fund for Climate Change (the "LDC Fund"). Defined terms used in this Notice and not defined herein shall have the meanings given to them in the Agreement.

Pursuant to paragraph 10 of the Standard Provisions, we are pleased to inform you that the Donor agrees to make an additional contribution in the amount of [amount and currency] [(currency/amount)] (the "Additional Contribution"), as a grant to the LDC Fund.

The Additional Contribution shall be administered by the Trustee in accordance with, and subject to the terms of the Agreement, and shall be used for the purposes described in the Standard Provisions. The Donor authorizes the Trustee to use the Additional Contribution for such purposes.

The Donor shall deposit the Additional Contribution, payable in cash in [insert currency] into such bank account designated by IBRD promptly following signature of this Notice and upon submission of a payment request by the IBRD.

When making such deposit, the Donor shall instruct its bank to include in its payment detail information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for MTO No. 069004 (the Least Developed Countries Fund for Climate Change), and the date of the deposit.

The IBRD will disclose this Notice and related information on the LDC Fund in accordance with the World Bank's Policy on Access to Information. By entering into this Notice, the Donor consents to disclosure of this Notice and related information on the LDC Fund.

Please confirm your acceptance of the Additional Contribution by signing and returning a copy of this Notice.

Sincerely,

[name of Donor]

By: Date:

[Name:
Title:
Agency:
Address
Country]

CONFIRMED:

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the Least Developed Countries Fund for Climate Change.

By: _____

Date:

Dirk Reinermann
Director, Trust Funds and Partner Relations
Development Finance