Contribution Arrangement between the [name of contributor] and the International Bank for Reconstruction and Development concerning the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund (MTO No. 069041; Contributor Reference No. _____ [insert number] [1])

1. The International Bank for Reconstruction and Development (the "Bank") as trustee of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund (MTO No. 069041) (the "Trust Fund") (the "Trustee") acknowledges that the _____ ***[name of contributor]*** (the "Contributor", and together with the Bank, the "Participants" and each a "Participant") has decided [, subject to legislative appropriations,] to provide the sum of _____ ***[insert amount and currency written out in words]*** (**_____** ***[insert abbreviated currency reference and numerical amount]***) (the "Contribution") for the Trust Fund in accordance with the provisions of this Contribution Arrangement. Other donors are also expected to contribute to the Trust Fund on the basis specified in Annex 1 to this Contribution Arrangement.

2. The Contribution will be administered by the Trustee on behalf of the Contributor in accordance with the provisions of this Contribution Arrangement, including the "Standard Provisions" attached hereto as Annex 1, and consistent with the provisions of the "Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund Governance Framework," as may be amended from time to time in accordance with its provisions (the "Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund Governance Framework").

3. The Contributor will deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 1 above ("Contribution Currency") into such bank account designated by the Trustee (each amount deposited hereinafter referred to as an "Installment") upon submission of a payment request by the Trustee:

(A) [Promptly following countersignature] [By ___ ***[insert date]***] – _____ ***[insert currency and amount]***

[(B) [By _____ ***[insert date]***] _____ ***[insert currency and amount]***]

[(C) [By _____ ***[insert date]***] – _____ ***[insert currency and amount]***]

4. [The Contribution is being provided in Installments on the basis of financial needs of the Trust Fund. If it is determined, on the basis of expected commitments and availability of funds in the Trust Fund, that it is necessary to either bring Installments forward or delay them, the Trustee and the Contributor will mutually decide to revise the Installment schedule, as confirmed by the Trustee to the Contributor in writing.] [2]

5. When making any deposit, the Contributor will 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 Trust Fund No. 069041 (the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund), and the date of the deposit (the

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* NOTE: The cover page part of the Contribution Arrangement will be negotiated and finalized individually with each Contributor to reflect the amount of its Contribution, payment schedule etc.

[1] Contributor's own reference number to be included if requested by Contributor.

[2] To be added if the Contribution will be paid in more than one installment.

"Deposit Instructions"). In addition, the Contributor will provide a copy of the Deposit Instructions to the Trustee.

6. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Contribution Arrangement will be in writing and delivered by mail, fax or e-mail to the respective Participant's address specified below or at such other address as such Participant notifies in writing to the other Participant from time to time:

For the Trustee:

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: fortistrustee@worldbank.org

For the Contributor:

[Name]
[Title]
[Office]
[Address]

Tel: *[telephone number]*
E-mail: *[email address]*

7. In the event any amounts are to be returned to the Contributor under this Contribution Arrangement, the Trustee will transfer such amounts to the Contributor, unless otherwise the Trustee and Contributor mutually decide. When making any deposit, the Trustee will 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 Trust Fund No. 069041 (the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund), and the date of the deposit. The Trustee will provide a copy of such information to the Contributor.

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

9. It is understood that this Contribution Arrangement, including any annexes, is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter [, nor is it, in the Contributor's understanding, any other form of international agreement]. It is an administrative arrangement between the Trustee and the Contributor.

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10. All references made in Annex 1 to "shall" and "Contribution Agreement" will have the same meaning as the term "will" and "Contribution Arrangement" herein. In addition, references in Annex 1 to "agreements" or to tenses of the verb "to agree" will be deemed to constitute references to "decisions" or to tenses of the verb "to decide", and references to "obligations" will be deemed to constitute references to "terms".

11. Each of the Participants represents, by confirming its acceptance below, that it is authorized to enter into this Contribution Arrangement and act in accordance with its provisions. The Participants are requested to sign and date this Contribution Arrangement, and upon possession by the Trustee of this fully signed Contribution Arrangement, this Contribution Arrangement is effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund

By: _____ Date: _____
Name: _____
Title: _____

[NAME OF CONTRIBUTOR]

By: _____ Date: _____
Name: _____
Title: _____

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ANNEX 1

Standard Provisions

These Standard Provisions shall be applicable to and form an integral part of all Contribution Agreements for the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund (the "Trust Fund") between the International Bank for Reconstruction and Development (the "Bank") acting in its capacity as trustee (the "Trustee") and the respective contributors to the Trust Fund (each, a "Contributor", and collectively, the "Contributors").

1. Administration of the Contributions

1.1. The Trust Fund is established by the Trustee to support the activities of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund. The governance framework applied to the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund is set out in the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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 Trustee 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 Stated 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.

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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 Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund (the "Governing Committee") in accordance with the terms of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund Governance Framework.

3.2. The Trustee shall enter into a financial procedures agreement (a "Financial Procedures Agreement") with each Implementing Entity of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund (each, an "Implementing Entity," and collectively, "Implementing Entities") that receives Trust Fund funds directly from the Trustee. The Trustee will commit and transfer Trust Fund funds to the Implementing Entities in accordance with the terms of the Financial Procedures Agreements.

3.3. The Financial Procedures Agreement will provide, *inter alia,* that each Implementing Entity 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 Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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 its activities as set out in the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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 Entity 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 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 Entities 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 Entities under, and subject to the provisions of, the Financial Procedures Agreements.

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3.5. Neither the Trustee nor the Secretariat of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund (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 the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund funding or such other entities, of any return of funds that are due to Implementing Entities. Each Implementing Entity 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 Entities pursuant to their respective Financial Procedures Agreements, any return of funds which are received or held by the Implementing Entities and due to be returned to the Trust Fund under the terms of the relevant Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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 Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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 Entities, the respective amount of cost recovery approved for that party for its services to be carried out in support of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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 Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund, 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.

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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 Entities is the responsibility of the respective Implementing Entity.

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 Entities, the Trustee and the Secretariat beyond the end of the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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.

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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 Entities consistent with the pertinent Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund funding approved by the Governing Committee; and

"Reflow of Funds" means any payments of principal, interest, fees or any other flow of funds from the Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund financing extended by an Implementing Entity, which are due to be returned to the Trust Fund pursuant to the Financial Procedures Agreement consistent with the pertinent Facilitation of Resources to Invest in Strengthening Ukraine Financial Intermediary Fund 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 Contributors' 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 Contributor Liability

8.1. The Contributors 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.

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