Mr. Patrick J. Wilson  
Supervisory Agreement Officer  
U.S. Agency for International Development  
U.S. Embassy Annex  
14th-17th floor, Gedung Sarana Jaya  
Jl. Budi Kemuliaan 1/1  
Jakarta Pusat 10110

Dear Mr. Wilson,

Re: Termination of the Program Contribution Agreement for the Multi-Donor Trust Fund for Trade and Investment between the United States of America, acting through the United States Agency for International Development and the International Bank for Reconstruction and Development (AID-497-IO-11-00003) (TF071144)

1. We refer to the Program Contribution Agreement, dated September 30, 2011, as amended on January 30, 2014 (the “Program Contribution Agreement”), between the United States of America, acting through the United States Agency for International Development (“USAID”) (the “Donor”) and the International Bank for Reconstruction and Development (“IBRD” or the “Bank”) concerning the Multi-Donor Trust Fund for Trade and Investment (TF071144) (the “Trust Fund”). Capitalized terms used but not defined in this letter have the meanings given to them in the Program Contribution Agreement.

2. Pursuant to recent discussion between the Bank and the Donors, the Donors have endorsed the extension of the end disbursement date of the Trust Fund until December 31, 2016. The end disbursement date is set out in paragraph 8.1 of Section II of the Annex to the Program Contribution Agreement. Accordingly, any amendment to the end disbursement date requires the written concurrence of all donors to the Trust Fund.

3. Pursuant to your communication dated July 2, 2014, informing the Bank of your desire not to participate in the extension of the Trust Fund, and recent discussions between the Donors and the Bank, it is agreed that:

(a) The Program Contribution Agreement is terminated effective as of the original end disbursement date of January 31, 2015 set out in paragraph 8.1 of Section II of the Annex to the Program Contribution Agreement (“Termination Date”).

(b) The amount of funds committed to the Republic of Indonesia pursuant to grant agreements or any other agreements entered into between the Bank and any consultants and/or other third parties for the purpose of the Trust Fund exceeds the United States of America (acting through USAID)’s Contribution of two million two hundred thousand United States Dollars (U.S.$2,200,000).
(c) The Bank and the United States of America (acting through USAID) have deemed the United States of America (acting through USAID)’s contribution to the Trust Fund to have been fully expended as of the Termination Date, and the United States of America (acting through USAID) retains no rights to receive any share of remaining unexpended amounts in the Trust Fund, notwithstanding paragraphs 8.1 and 8.2 of Section II of the Annex to the Program Contribution Agreement.

(d) As of the Termination Date, the United States of America (acting through USAID) shall have no further rights with respect to the Trust Fund including no rights to participate in any applicable governance arrangements of the Trust Fund, and the Bank shall have no further obligations to the United States of America (acting through USAID) under the Program Contribution Agreement, including no obligation to provide financial or progress reports.

4. The Bank will disclose this letter and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. The United States of America (acting through USAID) hereby consents to the disclosure of this letter and related information on this Trust Fund.

Please confirm your agreement to the foregoing, on behalf of the United States of America (acting through USAID), by signing, dating, and returning to us the enclosed copy of this letter.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

CONFIRMED AND AGREED:
THE UNITED STATES OF AMERICA
(Acting through the United States Agency for International Development)

By:  
Name: Patrick J. Wilson  
Title: Supervisory Agreement Officer  
Date: 26.01.2015