Amendment No.1 to the Administration Arrangement between the Government of Australia represented by the Department of Foreign Affairs and Trade (DFAT), and the Participating World Bank Group (WBG) Organizations regarding the Myanmar Partnership Multi-Donor Trust Fund (No.TF072229) (DFAT Agreement Number 70412)

1. Reference is made to the Administration Arrangement between the Government of Australia represented by the Department of Foreign Affairs and Trade ("DFAT" or the "Donor") and the International Bank for Reconstruction and Development ("IBRD"), the International Development Association ("IDA") (IBRD and IDA collectively referred to as the "Bank") and the International Finance Corporation ("IFC") (the Bank and IFC collectively referred to as the "Participating WBG Organizations") (collectively, the "Participating WBG Organizations" and together with the Donor, the "Parties" and each a "Party"), regarding the Myanmar Partnership Multi-Donor Trust Fund, No.TF072229 (the "Trust Fund") effective as of June 12, 2014 (the "Administration Arrangement").

2. The Participating WBG Organizations acknowledge that the Donor agrees to provide a supplemental contribution in the amount of eleven million five hundred thousand Australian dollars (AUD 11,500,000) (the "Contribution") for the Trust Fund in accordance with the terms of this Amendment.

3. The Donor shall deposit the Contribution in the currency specified in section 2 above into such bank account designated by the Bank promptly following effectiveness of this Amendment and submission of a payment request by the Bank.

4. When making a deposit, the Donor 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 Donor for No.TF072229 (the Myanmar Partnership Multi-Donor Trust Fund), and the date of the deposit (the "Deposit Instructions"). In addition, the Donor will provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

5. The Parties agree to the following amendment to the Administration Arrangement:

(a) Section 4.1 of Annex 1 (Myanmar Partnership Multi-Donor Trust Fund Description) is hereby deleted and replaced with the following:

"4.1 For Participating WBG Organizations-executed activities, the Trust Fund funds may be used to finance:

- Associated Overheads,
- Consultant Fees Individuals and Firms,
- Contractual Services,
- Extended Term Consultants-No Indirects,
- Extended Term Consultants,
- Field Assignment Benefits,
- Media,
- Workshop,
- Conference and Meeting,
- Staff Costs - with Indirect Costs,
- Staff Costs - No Indirect Costs,
- Temporary staff costs - No Indirects,
- equipment and office premises lease cost and Travel Expenses."

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- 1 -
(b) The following new Section 2.6 is hereby added in Annex 2 (Standard Provisions) immediately after Section 2.5:

"2.6 The Contributions will fund activities undertaken by IFC that have a potential to generate fees from clients in the future. The client fees paid to IFC, to the extent they result from the activities funded by the Contributions, will be set aside and used by IFC for the same purposes as the Contributions. Upon termination of the Administration Agreements, any unused portion of such client fees may then be used by IFC in accordance with its sole discretion."

(c) Annex 3 (Governance) to the Administration Arrangement is hereby deleted and replaced with new Annex 3 attached to this Amendment.

6. All other terms of the Administration Arrangement will remain the same.

7. The Bank will disclose this Amendment in accordance with the Bank's Policy on Access to Information. By entering into this Amendment, the Donor consents to such disclosure.

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

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT / INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature]
Name: Elmas Arisoy
Title: Acting CD
Date: June 10, 2015

INTERNATIONAL FINANCE CORPORATION

By: [Signature]
Name: Tania Lazansky
Title: Senior Manager
Date: June 10, 2015

Draft May 22, 2015 - 2 -
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INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT / INTERNATIONAL DEVELOPMENT ASSOCIATION

By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

INTERNATIONAL FINANCE CORPORATION

By: __________________________
Name: Tania Lopiansky
Title: Senior Manager
Date: June 10, 2015
GOVERNMENT OF AUSTRALIA REPRESENTED BY
THE DEPARTMENT OF FOREIGN AFFAIRS AND TRADE

By: Craig Chitti
Name: Craig Chitti
Title: First Assistant Secretary, South-East Asia Mainland and Regional Division
Date: 22/06/2015
Governance

This Annex shall be applicable to and form an integral part of all Administration Agreements between the Participating WBG Organizations and the respective Donors.

1. Steering Committee

(a) A Steering Committee ("SC") shall be established for the purposes of the Trust Fund, composed of representatives of the Foreign Economic Relations Department of Myanmar's Ministry of National Planning and Economic Development, Myanmar's Ministry of Finance (or any successors thereto), the Participating WBG Organizations, and the Donors which have committed the minimum amount of contribution to the Trust Fund that may be required for membership on the SC as specified in the Operating Guidelines referred to in Section 4 of this Annex.

(b) The SC shall meet twice a year or more often as required for the purposes of: (i) providing strategic direction and general oversight of the progress of activities supported or proposed to be supported under the Trust Fund; (ii) deciding on the conditions for joining and the acceptance of new donors to the Trust Fund and/or the addition or modification of any Trust Fund windows; (iii) selecting activities to be financed from the Trust Fund, through endorsement of the initial project concept and the final project design, subject to the relevant Participating WBG Organization's applicable policies and procedures on project preparation and approval; and (iv) periodically reviewing and providing feedback on reports on the progress of preparation or implementation of projects supported or proposed to be supported under the Trust Fund in accordance with mutually agreed results frameworks, and subject to the Participating WBG Organizations' applicable policies and procedures on project supervision.

2. Working Level Body

The SC may decide to establish a working level body ("Working Body") for purposes of the Trust Fund, with functions determined by the SC and open to all members of the SC.

3. Decision-making

(a) Each member of the SC as specified in Section 1 of this Annex shall have equal voting rights on the SC; provided however that Donors which have committed less than the minimum amount of contribution to the Trust Fund that may be required for voting rights on the SC as specified in the Operating Guidelines referred to in Section 4 of this Annex, may be accorded a non-voting observer status on the SC in accordance with the Operating Guidelines.
(b) Decisions of the SC and the Working Body shall be made by consensus of the voting members of the SC. The members of the SC and the Working Body shall retain their independent right of decision and action in respect of any matters on which they fail to reach consensus or which are governed by members' respective legal and policy frameworks.

4. Operating Guidelines

The SC may approve additional guidelines for the operations of the SC and the Working Body, which will be developed in close consultation and by consensus among all members of the SC; provided however that in the event of any inconsistency between such guidelines and the provisions of the Trust Fund Administration Agreements, the latter shall prevail.