AMENDMENT

TO THE AGREEMENT

BETWEEN

THE WORLD BANK

AND

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

IN RESPECT OF


[Ref. number: WB6-SER-SOC-09]
This amendment to the Agreement between the World Bank and the European Bank for Reconstruction and Development (the "Bank" or "EBRD") in respect of the development of a concept for monitoring and evaluation of the inclusive practices in the Education System-Serbian Example financed out of the "Western Balkans: WBIF Program Trust Fund-Regional" (the "Project"), (the "Amendment"), is entered into between the World Bank and the EBRD, jointly referred to as the "Parties" (each a "Party").

WHEREAS

(A) On 8 August 2013 the Parties entered into an agreement regulating the implementation of the Project (the "Agreement");

(B) The Parties now wish to extend the closing date of the Project by 12 (twelve) months;

(C) To that end, pursuant to the provisions of Article 6 of the Agreement, the Parties now wish to amend the Agreement as set out herein below in this Amendment.

NOW THEREFORE the Parties hereby agree as follows:

1. **AMENDMENT TO THE AGREEMENT**

   1.1 In Article 1 the wording "30 June 2014" shall be amended to read "30 June 2015".

2. **GENERAL PROVISIONS**

   2.1 This Amendment shall enter into force on the date it is signed by the last of the two Parties.

   2.2 Except as provided for in Article 1 of this Amendment, all other terms of the Agreement shall remain unchanged and all references to the Agreement contained therein shall be deemed to be references to the Agreement as amended by this Amendment.

   2.3 All terms used in this Amendment which have been defined in the Agreement shall have the meaning ascribed to them therein, except as expressly provided for otherwise in this Amendment for the purposes of this Amendment only.

   2.4 Any dispute arising out of or in connection with this Amendment, including its existence, validity, interpretation or termination shall be settled amicably
between the World Bank and the EBRD. In default of amicable settlement, the World Bank or the EBRD may refer the matter for resolution through arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be the Permanent Court of Arbitration at The Hague. The place of arbitration shall be The Hague and the English language shall be used throughout the arbitral proceedings. The arbitral tribunal shall not be authorised to grant, and the Parties agree that neither Party shall seek from any judicial authority, any interim measures or pre-award relief against the other Party, any provisions of the UNCITRAL Arbitration Rules notwithstanding.

2.5 Nothing in this Amendment shall be deemed to be a waiver, express or implied, of the privileges, immunities and exemptions enjoyed by the Bank, its Governors, Directors, Alternates, officers, employees or experts performing missions for the Bank.
IN WITNESS WHEREOF, the undersigned, acting through their duly authorized representatives, have executed this Amendment in 2 (two) originals in the English language, 1 (one) original for each of the Parties.

For The World Bank:  

Name: Ellen Goldstein  
Position: Country Director for Southeastern Europe, Europe and Central Asia Region  
Date: 30/06/2014

For European Bank for Reconstruction and Development:

Camilla Otto  
Director, Donor Co-financing  
Date: 30/06/2014