Concerning the Transfer and Use of the Evaluation Funds under the Trust Fund for the Clean Technology Fund (MTO No. 069011) ("CTF") and the Trust Fund for the Strategic Climate Fund (MTO No. 069012) ("SCF")

For the Independent Evaluation of the CTF and SCF

This Transfer Memorandum (the "Memorandum") is entered into between the Multilateral Trusteeship and Innovative Finance Department ("CFPMI"), a unit in the Concessional Finance and Global Partnership Vice Presidency of the International Bank for Reconstruction and Development ("IBRD"), in its capacity as trustee (the "Trustee") of the trust fund for the Clean Technology Fund ("CTF") (MTO No. 069011) (the "CTF Trust Fund") and the trust fund for the Strategic Climate Fund ("SCF") (MTO No. 069012) (the "SCF Trust Fund"), and the Independent Evaluation Group of the World Bank Group ("IEG", and together with the Trustee, the "Parties").

PREAMBLE

(A) The CTF Trust Fund and the SCF Trust Fund (collectively, the "Trust Funds") have been established through contribution agreements entered into between the Trustee and each of the contributors to the respective Trust Funds.

(B) Following the request of the CTF Trust Fund Committee (as such term is defined below) and SCF Trust Fund Committee (as such term is defined below), the evaluation departments of the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group (collectively, the "EvD") have agreed to carry out an independent evaluation of the operations of the CTF and SCF and the impacts of their activities (the "Independent Evaluation") and have constituted an Evaluation Oversight Committee (the "EOC") to oversee and manage the Independent Evaluation, with the IEG providing logistical and secretariat support to the EOC.

(C) Pursuant to the document CTF-SCF/TF.C.8/3, entitled "Conditions for Guaranteeing the Independence of the Evaluation", approved by the joint meeting of the CTF and SCF Trust Fund Committees on May 1-2, 2012, costs for conducting the Independent Evaluation will be borne by the Trust Funds and the funding for such costs will be independently administered by the EOC via the IEG as its secretariat.

(D) The Parties accordingly enter into this Memorandum to establish the arrangements for the transfer of the funds from the CTF Trust Fund (the "CTF Evaluation Funds") and/or the SCF Trust Fund (the "SCF Evaluation Funds") to the IEG, as secretariat of the EOC, for the Independent Evaluation and the administration and use of such funds by the IEG.

NOW, THEREFORE, the Trustee and the IEG hereby agree as follows:

1. Interpretation

1.1 Unless the context otherwise requires, the several terms defined in the Preamble to this Memorandum shall have the respective meanings set forth therein and the following additional terms shall have the following meanings:

"CTF Governance Framework Document" means the Governance Framework for the CTF, adopted by the CTF Trust Fund Committee at the joint meeting of the CTF and SCF Trust Fund
Committees on November 18, 2008, as may be amended from time to time in accordance with its terms;

"CTF Trust Fund Committee" means the trust fund committee of the CTF established in accordance with the terms of the CTF Governance Framework Document;

"Proposal" means any proposal submitted by the EvDs or the EOC and approved by CTF and SCF Trust Fund Committees, setting forth the details for the conduct of the Independent Evaluation and seeking an allocation of CTF and/or SCF Evaluation Funds;

"SCF Governance Framework Document" means the Governance Framework for the SCF, adopted by the SCF Trust Fund Committee at the joint meeting of the CTF and SCF Trust Fund Committees on November 18, 2008, as may be amended from time to time in accordance with its terms; and

"SCF Trust Fund Committee" means the trust fund committee of the SCF established in accordance with the terms of the SCF Governance Framework Document.

2. Transfer and Use of the CTF and SCF Evaluation Funds

2.1 The Trustee shall, subject to the availability of funds in the respective Trust Funds, transfer the CTF Evaluation Funds and/or the SCF Evaluation Funds in the amount approved by the CTF and SCF Trust Fund Committees to the IEG, promptly following the written notification of approval by the CTF and SCF Trust Fund Committees.

2.2 The IEG shall use the CTF and SCF Evaluation Funds only for the purpose for which they have been provided under the applicable approvals of the CTF and SCF Trust Fund Committees, including the Proposals approved for the allocation of the respective CTF and SCF Evaluation Funds.

2.3 The IEG shall be responsible for:

(i) the use of CTF and SCF Evaluation Funds and the activities carried out therewith in accordance with: (A) its own policies, guidelines, and procedures (including in respect of procurement of goods and services and reporting arrangements); and (B) the purpose for which the allocations of the respective CTF and SCF Evaluation Funds have been approved by the CTF and SCF Trust Fund Committees, based on the Proposals submitted; and

(ii) reporting to the CTF and SCF Trust Fund Committees on the activities carried out by the CTF and SCF Evaluation Funds in accordance with the terms of the Proposals approved for the allocation of the respective CTF and SCF Evaluation Funds.

2.4 Upon the transfer of the CTF and/or SCF Evaluation Funds to the IEG, the Trustee shall have no responsibility, fiduciary or otherwise, for the use of such funds and the activities carried out therewith.

2.5 The IEG shall perform its functions as contemplated in this Memorandum, and in the discharge of such functions, shall exercise the same degree of care as it exercises with respect to: (i) the administration of its own resources or any other funds administered by the IEG, for which the IEG acts as trustee; and (ii) implementation of activities using such resources.
the CTF and SCF Evaluation Funds and performing its functions in accordance with the terms of this Memorandum, the IEG shall not be liable for any loss, costs, damages or other liability that may result from any act or omission on the part of the IEG other than any such loss, costs, damages or other liability caused by its gross negligence or willful misconduct.

2.6 The IEG understands that IBRD shall invest the CTF and SCF Evaluation Funds pending their disbursement and credit any investment income earned on such funds to the respective Trust Funds in accordance with IBRD’s applicable policies and procedures.

2.7 The IEG, in accordance with IBRD’s policies and procedures, shall: (i) maintain books, records, documents, and other evidence in accordance with its usual accounting procedures to sufficiently substantiate the use of the respective CTF and SCF Evaluation Funds; and (ii) provide periodic financial reports, including annual unaudited or audited financial reports, separately for the CTF Evaluation Funds and the SCF Evaluation Funds transferred by the Trustee to the IEG, and any other relevant financial information in United States dollars related to the CTF and SCF Evaluation Funds, as may be requested by the CTF and SCF Trust Fund Committees or the Trustee. Any costs incurred to audit the financial reports shall be paid by the Trust Funds and included as part of the CTF and/or SCF Evaluation Funds to be transferred to the IEG. The IEG agrees that the Trustee may, upon request, furnish the CTF and SCF Trust Fund Committees and/or any contributors to the CTF and SCF Trust Funds with copies of the financial reports and any other relevant financial information received from the IEG under this Memorandum.

2.8 The IEG shall notify the Trustee of any unused CTF and/or SCF Evaluation Funds and return such amount to the respective Trust Funds through the Trustee, to such account(s) as the Trustee may designate, promptly after the completion of the Independent Evaluation.

2.9 Recognizing the obligations of the IBRD’s member countries under various United Nations Security Council Resolutions to take measures to prevent the financing of terrorists, the IEG undertakes to use reasonable efforts, consistent with its policies and procedures, to ensure that the CTF and SCF Evaluation Funds provided to it by the Trustee are used for their intended purposes and are not diverted to terrorists or their agents.

2.10 Any communication, notice or request required or permitted to be given or made under this Memorandum shall be executed in writing by the authorized person set forth below and delivered to the address set forth below, or such other contact details as may be notified in writing by one Party to the other from time to time.

For the Trustee:

Name: International Bank for Reconstruction and Development, as Trustee of the Trust Fund for the Clean Technology Fund and the Trust Fund for the Strategic Climate Fund

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

Attention: Director,
Multilateral Trusteeship and Innovative Financing Department

Telephone: (202) 458-0019
2.11 The Trustee and the IEG agree that upon receipt by the Trustee of the copy of this Memorandum countersigned by the IEG, this Memorandum shall become effective as of the date of the IEG’s countersignature.

TRUSTEE OF THE TRUST FUND FOR THE CLEAN TECHNOLOGY FUND AND THE TRUST FUND FOR THE STRATEGIC CLIMATE FUND

By: ___________________________ Date: July 11, 2012

Name: Susan McAdams
Title: Director, Multilateral Trusteeship and Innovative Finance Department

INDEPENDENT EVALUATION GROUP OF THE WORLD BANK GROUP

By: ___________________________ Date: July 13, 2012

Name: Caroline Heider
Title: Director-General, Independent Evaluation Group