IMPLEMENTATION AGREEMENT FOR KOSOVO EDUCATION PROJECT FINANCED OUT OF THE “WESTERN BALKANS: WBIF PROGRAM TRUST FUND FOR KOSOVO (TF072016)”

Whereas, the International Bank for Reconstruction and Development (hereinafter referred to as the “World Bank”) and the European Bank for Reconstruction and Development acting as co-manager of the European Western Balkans Joint Fund (hereinafter referred to as the “EBRD”) entered into a Trust Fund Administration Agreement Regarding Implementation by The World Bank of Projects Approved by the Steering Committee of the Joint Grant Facility of the Western Balkans Investment Framework, in Kosovo, dated March 20, 2013 (the “Administration Agreement”).

Whereas, the Ministry of Education, Science and Technology of Kosovo (the “Project Beneficiary”) has requested the World Bank to provide to the Project Beneficiary technical assistance for implementation of the Project, as described in Schedule 1 of this Implementation Agreement.

Whereas, on December 6, 2012, the Steering Committee of the JGF has approved the Project to be financed out of the EWBJF Resources and has assigned the World Bank to act as a Lead Financial Institution, as such term is defined in the Administration Agreement.

Whereas, the World Bank agrees to implement the Project in accordance with the terms and conditions set forth in the Administration Agreement and in this Implementation Agreement.

Now therefore, the World Bank and the EBRD, agree as follows:

Terms not otherwise defined in this Implementation Agreement are used as defined in the Administration Agreement.

1. Implementation Period of the Project

The implementation period of the Project shall commence on the day following the date of entry into force of this Implementation Agreement (the “Commencement Date”) and shall be completed by December 31, 2015, which shall in no case be less than four (4) months prior to the End Disbursement Date (the “Closing Date”). The period of time between the Commencement Date and the Closing Date, both inclusive, shall constitute the “Implementation Period” of the Project.

2. Amount and disbursement of the Contribution

In accordance with the provisions of the Administration Agreement and the approval of the Steering Committee of the JGF of the WBIF dated December 6, 2012, the EBRD shall transfer the EWBJF Grant to the World Bank in the amount of €550,000 (Euros five hundred fifty thousand) to the Trust Fund.
EBRD shall inform the World Bank when such payment has been initiated. When making each such transfer, EBRD shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the EBRD for TF072016 the "Western Balkans: WBIF Program-Kosovo" (the “Trust Fund”) for the Education Project (P145930) and the date of the deposit (the “Deposit Instruction”). In addition, the EBRD shall provide a copy of the EBRD’s Deposit Instruction to the World Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

The World Bank shall promptly confirm receipt of the full amount of the EWBJF Grant so transferred.

3. **Payment Terms**

3.1 Following the entry into force of this Implementation Agreement, the EWBJF Grant shall be paid in full by the EBRD in EUR, to the Trust Fund, within 15 (fifteen) days of the receipt of a Call of Funds from the World Bank.

3.2 It is expressly acknowledged and agreed that the EBRD shall not be obliged to make any payment under and/or pursuant to this Implementation Agreement, except to the extent that an amount in respect of, and equal to, such payment is available to the EBRD in the Fund Account for such purpose.

4. **Use of the EWBJF Grant**

The EWBJF Grant shall be used by the World Bank solely for the purpose of implementing the Project in accordance with this Implementation Agreement, and the provisions of the Administration Agreement.

Upon transfer of the EWBJF Grant by the EBRD to the World Bank, the World Bank shall be solely responsible for the management and administration of the EWBJF Grant in accordance with the terms of the Administration Agreement and this Implementation Agreement.

5. **Communication**

Except as provided for in Section 4.3 of the Administration Agreement, any notice, request or other communication to be given or made under this Implementation Agreement shall be in writing and delivered by mail, facsimile or e-mail to the respective party’s address specified below or at such other address as such party notifies in writing to the other party from time to time:

**For the World Bank:**

Flora Kelmendi  
Senior Operations Officer  
Human Development Sector Unit
6. Amendment

This Implementation Agreement may be amended only in writing between the World Bank and the EBRD, in accord with the EIB, except for changes in communication addresses, which may be agreed by exchange of letters among the Parties.

7. Disclosure

The World Bank will disclose this Implementation Agreement and applicable related information on this Implementation Agreement in accordance with the World Bank Policy on Access to Information. By entering into this Implementation Agreement, the EBRD consents to disclosure of this Implementation Agreement and related information on the Implementation Agreement.

8. Settlement of Disputes

Any disputes arising out of or in connection with this Agreement, 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 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 authorized 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 UNCITRAL Arbitration Rules notwithstanding.
9. **Privileges and Immunities**

Nothing in this Agreement shall be construed as a waiver, renunciation or modification of any of the immunities, privileges or exemptions enjoyed by the World Bank, the EBRD and the EIB, their Governors, Directors, alternates, officers and employees pursuant to their respective constituent documents, international convention or any applicable law, all of which are expressly reserved.

10. **Accord with the European Investment Bank**

For purposes of the EWBJF General Conditions, the EBRD hereby represents to the World Bank that it is entering into this Agreement in full accord with the EIB.

IN WITNESS WHEREOF, each Party, acting through its duly authorized representative(s), has signed two originals of this Agreement in the English language, all originals having equal force for all legal purposes. This Agreement shall become effective as the date of the last countersignature.

**FOR THE WORLD BANK:**

By: [Signature]

Authorized Representative

Name: Anthony Garcia

Title: Acting Country Director

Date: March 2, 2014

**FOR THE EBRD:**

By: [Signature]

Authorized Representative

Name: Alessandra Fiasconaro

Title: Deputy Director

Date: March 2, 2014