

Implementing Partner Agreement

between

ASIAN INFRASTRUCTURE INVESTMENT BANK

**as Implementing Partner of
the Finance Facility of the Multilateral Cooperation Center for Development
Finance**

and

ASIAN INFRASTRUCTURE INVESTMENT BANK

**as Administrator of
the Finance Facility of the Multilateral Cooperation Center for Development
Finance**

Dated August 9, 2021

IMPLEMENTING PARTNER AGREEMENT

IMPLEMENTING PARTNER AGREEMENT dated August 9, 2021, between the Asian Infrastructure Investment Bank (“AIIB”), acting as the Administrator (the “Administrator”) of the Finance Facility (“Finance Facility”) of the Multilateral Cooperation Center for Development Finance (“MCDF”), and the Asian Infrastructure Investment Bank (“AIIB”), acting as Implementing Partner of the Finance Facility (the “Implementing Partner”, and together with the Administrator, the “Parties”, and each a “Party”).

PREAMBLE

WHEREAS:

The Finance Facility was established on 15 May 2020 pursuant to the Governing Instrument of the Finance Facility of the Multilateral Cooperation Center for Development Finance (the “Governing Instrument”);

AIIB serves as the Administrator of the Finance Facility;

AIIB, in its capacity as the Administrator of the Finance Facility, has established and manages the MCDF Account (as defined in the Governing Instrument) to receive contributions to the Finance Facility and to transfer approved funds to accredited Implementing Partners, as instructed by the Governing Committee, or the MCDF Secretariat, as the case may be;

Pursuant to Article 11 of the Governing Instrument for an international financial institution (“IFI”) to receive funding from the Finance Facility, it must be accredited as an Implementing Partner and sign an Implementing Partner Agreement;

The AIIB is recognized as an accredited Implementing Partner pursuant to paragraph 1 of Article 12 of the Governing Instrument, and in such capacity wishes to access Finance Facility resources; and

The Administrator and the AIIB now wish to enter into this Agreement relating to the arrangements for the commitment and transfer of Finance Facility resources to the Implementing Partner and the administration and use of such resources by the Implementing Partner.

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

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

“Administrative Fees” means fees that may be paid to the Implementing Partners to cover administrative costs associated with MCDF financed activities pursuant to the policy on administrative fees to be developed by the MCDF Secretariat in consultation with the Implementing Partners and to be approved by the Governing Committee;

“Allocation” means a portion of the resources in the Finance Facility that has been approved by the Governing Committee, or the MCDF Secretariat, as the case may be, to be allocated to the Implementing Partners for the Project and the Administrative Fees;

“Cancelled Funds” means any cancelled amount of the Allocation for a Project, which the Administrator has committed pursuant to the Project Funding Commitment Confirmation, but not transferred, pursuant to policies and decisions on cancellations taken by the Governing Committee;

“Cash Transfer Confirmation” means a communication from the Administrator to the Implementing Partner confirming the transfer of the Allocation;

“Contributor” means any contributor that provides any financial contribution to the Finance Facility;

“US Dollar” or “USD” means the lawful currency of the United States of America;

“Funds Transfer Request” means a request from the Implementing Partner to the Administrator requesting the transfer of the Allocation, or a portion thereof, that has been committed by the Administrator in the Project Funding Commitment Confirmation;

“MCDF Fiscal Year” means January 1 through December 31 of each calendar year;

“Implementing Partner” means the AIIB, acting as an Implementing Partner of the Finance Facility;

“Implementing Partner Account” means one or more accounts, as applicable, established or designated and administered by the Implementing Partner in accordance with its policies and procedures for the purposes of receiving, holding and administering Transferred Funds, except for Administrative Fees, under this Agreement;

“Project Funding Commitment Confirmation” means a communication from the Administrator to the Implementing Partner confirming the commitment of the Allocation to the Implementing Partner;

“MCDF Account” means the account established and managed by the Administrator in accordance with its policies and procedures for the purpose of receiving, holding, transferring and administering contributions to the Finance Facility;

“Project” means a project, program or activity, or a part thereof, which is to be financed with the funds from the Finance Facility upon approval by the Governing Committee, or the MCDF Secretariat, as the case may be;

“Transferred Funds” means any portion of an Allocation that the Administrator has transferred to an Implementing Partner pursuant to this Agreement; and

“Unused Funds” means the Transferred Funds in respect of which no further expenditure or disbursement is due to be incurred or made by the Implementing Partner.

1.2. References in this Agreement to Sections and Schedules are to the Sections of, and the Schedules to, this Agreement. The headings of the Sections and Schedules are inserted in this Agreement for reference only and shall not be taken into consideration in interpreting this Agreement.

2. COMMITMENT OF FUNDS BY THE ADMINISTRATOR

2.1. Once the Project and the Allocation have been approved by the Governing Committee, or the MCDF Secretariat, as the case may be, the Administrator, subject to the availability of funding in the Finance Facility, shall commit the Finance Facility resources in the amount equal to the Allocation to the

Implementing Partner by notifying the Implementing Partner by means of a Project Funding Commitment Confirmation, which shall be substantially in the form attached to this Agreement as Schedule 1.

2.2. In the event the Finance Facility resources allocated for the Project are decreased, as a result of a subsequent partial cancellation or amendment of the Project, after the Administrator has committed the Allocation pursuant to Section 2.1 above, the corresponding amount of funds committed by the Administrator shall be cancelled (the "Cancelled Funds"). Such cancellation shall be made based on the cancellation notification submitted by the Implementing Partner to the Administrator together with the Funds Transfer Request referred to in Section 3.1 below.

3. TRANSFER OF FUNDS BY THE ADMINISTRATOR

3.1. Once the Allocation has been committed by the Administrator in accordance with Section 2.1 above, the Implementing Partner shall submit the Funds Transfer Request to the Administrator, which shall be substantially in the form attached to this Agreement as Schedule 2 and signed by an Authorized Officer as referred to in Section 9.3 below.

3.2. Following the receipt of the Funds Transfer Request, the Administrator shall transfer the Allocation to the Implementing Partner (the "Transferred Funds"). The transfer shall be made in the same currency as indicated in the Project Funding Commitment Confirmation.

3.3. Once the transfer has been processed by the Administrator, it shall notify the Implementing Partner by means of the Cash Transfer Confirmation, which shall be substantially in the form attached to this Agreement as Schedule 3.

3.4. Upon the transfer of funds by the Administrator to the Implementing Partner, the Administrator shall have no responsibility, fiduciary or otherwise, for the use of the Transferred Funds and activities carried out therewith. The Administrator shall not be liable to any third party for any damage, loss or injury incurred as a result of, or, in connection with, the implementation by the Implementing Partner of the activities funded by Finance Facility resources.

3.5. In the event that there are any Unused Funds for Projects for which no further disbursements are due to be made and/or no further expenditure are to be incurred by the Implementing Partner, such funds shall be returned by the Implementing Partner to the Administrator pursuant to Section 6 below.

4. ADMINISTRATION OF THE TRANSFERRED FUNDS BY THE IMPLEMENTING PARTNER

4.1. The Implementing Partner shall keep the Transferred Funds for Projects separate and apart from its own funds in the Implementing Partner Account pending their use for the purposes for which they have been provided. The Implementing Partner shall maintain separate records and ledger accounts in respect of the funds transferred to the Implementing Partner Account and disbursements made therefrom.

4.2. Subject to the terms of this Agreement, the Implementing Partner shall invest the Transferred Funds for Projects pending their disbursement in accordance with the policies and procedures of the Implementing Partner concerning the investment of third-party funds administered by it. The Implementing Partner shall not be liable for any loss which may arise from such investments as long as the investments were made in a prudent manner as an administrator of funds provided by a third party in accordance with the Implementing Partner's policies and procedures. The Implementing Partner shall not be entitled to receive any additional funding from the Finance Facility to cover any shortfalls where, as a result of investment losses incurred by the Implementing Partner, the Transferred Funds prove to be insufficient for the completion of Projects for which the Allocations were made.

4.3. The Implementing Partner may convert the Transferred Funds for Projects received by it into other currencies to facilitate their administration in accordance with the policies and procedures of the Implementing Partner. The Implementing Partner shall not be entitled to receive any additional funding from the Finance Facility to cover any shortfalls where, as a result of exchange rate fluctuations, the funds prove to be insufficient for the completion of Projects for which the Allocations were made.

4.4. The Implementing Partner may treat Transferred Funds for Administrative Fees as its own funds without needing to separately account for them or report on their use.

5. USE OF TRANSFERRED FUNDS BY THE IMPLEMENTING PARTNER

5.1. Subject to the terms of this Agreement, the Implementing Partner shall be responsible for the proper use of the Transferred Funds for Projects and the activities carried out therewith in accordance with:

- (a) its policies and procedures, including but not limited to its procurement, financial management, disbursement and safeguard policies; and
- (b) the applicable terms and conditions under which transfers have been made, including: (i) the purpose for which they have been provided, (ii) the applicable decision of the Governing Committee, and (iii) the applicable provisions of the Governing Instrument. For clarity, any amendment made to the Governing Instrument after the transfer has been made shall not be retroactively applied to funds already transferred and related activities prior to such date of amendment unless confirmation is received from the Implementing Partner of the retroactive application of such amendment.

5.2. The Implementing Partner shall use reasonable measures, in accordance with its policies and procedures, to ensure that the Transferred Funds for Projects are not used for the purpose of any payment, if such payment is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Such measures may include screening procedures of the Implementing Partner to prevent the use of Transferred Funds to finance terrorist activity in line with the Implementing Partner's member countries' obligations to give effect, where applicable, to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. The Parties acknowledge that this provision does not create any obligations on the Implementing Partner under the anti-terrorist financing and asset control laws, regulations, rules and executive orders that may apply to an individual member country of the Implementing Partner.

5.3. The Implementing Partner shall ensure that any agreement that the Implementing Partner may enter into with any recipient of Transferred Funds for Projects is consistent with the terms and conditions under which such Transferred Funds are provided under this Agreement. The Implementing Partner shall, in accordance with the Implementing Partner's policies and procedures, (a) incorporate in the relevant agreement provisions requiring such recipient to ensure the use of Transferred Funds for the purpose intended, and (b) be responsible for reporting on the progress and results of the activities, including for reporting on core indicators of the Results Framework for the Finance Facility, as approved by the Governing Committee.

5.4. The Implementing Partner shall, consistent with its policies and procedures, take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the Transferred Funds.

5.5. The Implementing Partner shall, consistent with its policies and procedures, take all reasonable measures to prevent the sexual exploitation or abuse or sexual harassment ("SEAH") of any person linked to the use of the Transferred Funds and shall provide the Governing Committee with any reports of any incidence of SEAH submitted by the Implementing Partner to its governing body or any other relevant bodies.

5.6. Where the Implementing Partner determines, in accordance with its applicable policies and procedures, that the Transferred Funds for Projects have been unduly paid to or incorrectly used by recipients of such Transferred Funds, the Implementing Partner shall take all applicable measures in accordance with its policies and procedures to recover those funds. The internal costs of any such recovery incurred by the Implementing Partner shall be borne by the Implementing Partner and shall be deemed to be included in the Administrative Fee paid to the Implementing Partner. Any reasonable third party legal and/or other third-party costs related to any legal proceedings required to be incurred by the Implementing Partner shall be reimbursed from the resources of the Finance Facility, provided that the Governing Committee shall be duly informed prior to commencing any recovery proceedings. If there are insufficient funds in the Finance Facility Account to cover such costs, the Implementing Partner shall not be required to incur such costs unless the Contributors agree to reimburse such costs by making additional contributions to the MCDF Account. For the avoidance of doubt, absent gross negligence or willful misconduct on the part of the Implementing Partner, the Implementing Partner shall not be required to return any such funds which are not recovered by the Implementing Partner from a third party notwithstanding its reasonable efforts in accordance with its applicable policies and procedures and without prejudice to or requiring waiver of its privileges and immunities.

6. RETURN OF INVESTMENT INCOME AND THE TRANSFERRED FUNDS

6.1. The Implementing Partner shall hold all Unused Funds for Projects in the Implementing Partner Account (following, if applicable, their return to the Implementing Partner by the recipient from the Implementing Partner).

6.2. The Implementing Partner shall return or transfer, as the case may be, the following funds to the Administrator:

- (a) all income generated under Section 7 below;
- (b) all Unused Funds for Projects (if so requested by the Administrator notwithstanding Section 6.1 above), and unduly paid and/or incorrectly used Transferred Funds for Projects, to the extent such funds are recovered pursuant to Section 5.6 above.

6.3. The Implementing Partner shall return the above amounts to the MCDF Account on an annual basis or as requested by the Administrator.

6.4. The Implementing Partner shall maintain a record of any Unused Funds for Projects, and unduly paid and/or incorrectly used Transferred Funds for the Project and report them in accordance with Section 9 below.

7. INVESTMENT INCOME ON TRANSFERRED FUNDS

7.1. Income earned on the investment of the Transferred Funds for the Project (except for income earned on the investment of funds transferred as Administrative Fees) shall be held by the Implementing Partner in the Implementing Partner Account and transferred to the MCDF Account in accordance with Section 6.3. The Implementing Partner shall maintain a record of any such income and report pursuant to Section 9 below.

7.2. Income earned on the investment of funds transferred as Administrative Fees may be retained by the Implementing Partner for its own account and is not required to be reported and/or returned to the Administrator.

8. EXERCISE OF CARE

8.1. The Implementing Partner shall perform its functions as contemplated in this Agreement and shall exercise the same degree of care and diligence in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of its own resources or third-party funds administered by it.

8.2. Subject to the terms of this Agreement and in accordance with the Implementing Partner's policies and procedures, the Implementing Partner shall do any and all such acts as may be necessary or appropriate for the proper administration of the Implementing Partner Account. The Implementing Partner shall be responsible for reporting pursuant to Section 9 below on the use of Transferred Funds for Projects (including on any collection of Transferred Funds from any recipient of Transferred Funds or any other entities) and the delivery of activities financed by them in accordance with the terms of this Agreement.

8.3. Any agreement that the Implementing Partner enters into with a recipient of Transferred Funds for Projects shall provide that (i) if the Implementing Partner determines that the recipient has used such Transferred Funds in a manner inconsistent with the terms of the agreement, the recipient shall promptly return such funds to the Implementing Partner, and (ii) the Implementing Partner shall only be obligated to make Transferred Funds available under the agreement to the extent the Implementing Partner has received the Transferred Funds from the Administrator and that none of the Implementing Partner, the Administrator, or any of the Contributors shall have any personal liability to the recipient for any shortfall in funding under such agreement.

8.4. The Implementing Partner acknowledges and agrees that any Contributor may review or evaluate activities financed by the Finance Facility resources transferred to the Implementing Partner; provided that: (i) the Contributor shall have agreed with the Implementing Partner on the scope, rationale and conduct of such review or evaluation, (ii) unless otherwise agreed by the Implementing Partner, the Implementing Partner has received confirmation that all associated costs, including any costs incurred by the Implementing Partner, will be borne by the Finance Facility resources or the relevant Contributor, and (iii) the Implementing Partner shall provide all relevant information within the limits of its applicable policies and procedures, subject to the Implementing Partner's privileges and immunities. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Implementing Partner Account. Any findings resulting from the review and evaluation shall be shared with the Implementing Partner. In no event shall such reviews and evaluation create an undue burden on the Implementing Partner's regular operations.

9. RECORDS AND REPORTING

9.1. The Implementing Partner, in accordance with its policies and procedures, shall maintain books, records, documents and other evidence in accordance with its usual accounting procedures to substantiate sufficiently the use of the Transferred Funds for the Project. Unless otherwise agreed between the Administrator and the Implementing Partner otherwise all financial records and reports related to the Transferred Funds for the Project shall be expressed in US Dollar.

9.2. The Implementing Partner shall provide the following information:

9.2.1. To the Administrator:

- (a) *Report on Unused Funds for Projects*: Within thirty (30) days after the end of the MCDF Fiscal Year (or such other frequency agreed upon with the Administrator), a report on the Unused amount(s) of Transferred Funds for Projects for the period reported, substantially in the form attached to this

Agreement as Schedule 4 (*Form of Report on Unused Funds*). A copy of the report should be sent to the MCDF Secretariat;

- (b) *Report on Investment Income Earned*: Within thirty (30) days after the end of the MCDF Fiscal Year (or such other frequency agreed upon with the Administrator), a report on investment income earned on the Transferred Funds for Projects for the period reported, substantially in the form attached to this Agreement as Schedule 5 (*Form of Investment Income Report*); and
- (c) Such other financial information related to the Transferred Funds for Projects, as may be reasonably requested by the Administrator from time to time; provided that such information is available in accordance with the policies and procedures of the Implementing Partner.

9.2.1. To the MCDF Secretariat:

- (a) *Operational Annual report*: On or before the end of March of each year following the MCDF Fiscal Year, a consolidated annual report on the implementation of the MCDF financed activities in the form set out in the Finance Facility Operations Manual as approved by the Governing Committee;
- (b) *Financial statements*: Within six (6) months after the end of the MCDF Fiscal Year, an annual financial statement of the Implementing Partner Account prepared in accordance with the Implementing Partner's policies and procedures; and
- (c) *Final financial statement*: Within six (6) months after termination of this Agreement, a final financial statement of the Implementing Partner Account prepared in accordance with the Implementing Partner's policies and procedures.

Unless otherwise agreed between the Administrator and the Implementing Partner, the Implementing Partner's external auditors shall audit the financial statements referred to in Section 9.2.1(b) above at least every other year and Section 9.2.1(c) above. The costs of such audits shall be borne by the Implementing Partner and shall be deemed to be included in the Administrative Fee paid to the Implementing Partner.

9.3. The Implementing Partner shall provide the Administrator with a list containing the names and signatures of the Authorized Officers of the Implementing Partner, substantially in the form attached to this Agreement as Schedule 6 (*Form of Authorized Signatories Letter*), as such list shall be revised from time to time as necessary and kept current at all times.

10. NOTICES

All communications concerning this Agreement shall be made to the relevant person at the address, facsimile number, telephone number or electronic mail address as set out below, or at such other addresses or numbers as may be designated from time to time by that Party to the other in writing for that purpose.

For the Administrator:

Asian Infrastructure Investment Bank
As the Administrator of the MCDF

AIIB Headquarters, Tower A, Asia Financial Center, No. 1 Tianchen East Road, Chaoyang District, Beijing

Attention: Manager, Partnerships and Regional Cooperation, Strategy, Policy and Budget Department

E-mail: administrator.mcdf@aiib.org

For the Implementing Partner:

Asian Infrastructure Investment Bank

AIIB Headquarters, Tower A, Asia Financial Center, No. 1 Tianchen East Road, Chaoyang District, Beijing

Attention: Special Funds Secretariat, Strategy, Policy and Budget Department

E-mail: sfcomsec@aiib.org

11. DISPUTE RESOLUTION

11.1. The Implementing Partner and the Administrator, in coordination with the Governing Committee, as applicable, shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this Agreement.

11.2 Any dispute, controversy or claim arising out of or relating to this Agreement, which has not been settled by agreement of the Parties, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (the UNCITRAL Arbitration Rules) in force on the effective date of this Agreement, subject to the following provisions: (a) the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration; (b) the language of the arbitral proceedings shall be English; (c) except as the Parties shall otherwise agree, the venue of arbitration shall be Beijing; and (d) the law to be applied by the arbitral tribunal shall be international law. The arbitral award shall be final and binding on the Parties. Notwithstanding the provisions of the UNCITRAL Arbitration Rules, the arbitral tribunal shall not be authorized to take any interim measures of protection or provide any pre-award relief against any of the Parties.

12. EFFECTIVENESS; AMENDMENT

12.1. This Agreement shall become effective as of the date it has been signed by the Parties.

12.2. This Agreement may be amended at any time by the written agreement of the Parties.

13. TERMINATION

13.1. This Agreement may be terminated by either Party upon three (3) months prior written notice and upon consultation with the Governing Committee. Upon submission of the written notice, the Administrator and the Implementing Partner shall, in consultation with the Governing Committee to the extent possible, take all necessary action for winding up their affairs in relation to the Projects in an expeditious manner, and for meeting the commitments already made by the Administrator and the Implementing Partner under this Agreement prior to the date of termination notice. In the event of termination, unless the Parties agree on another course of action: (i) any agreement entered into prior to termination between the Implementing Partner and a third party will remain in effect and be unaffected by the termination; and (ii) the Implementing Partner may continue to disburse the Transferred Funds in respect of such agreements to the extent necessary

to fulfill the Implementing Partner's obligations thereunder. All other Transferred Funds for Projects held by the Implementing Partner including any investment income earned on the Transferred Funds for Projects shall be returned to the Administrator.

13.2. This Agreement shall terminate on the date the AIIB's role as Administrator is terminated.

14. DISCLOSURE

14.1. The Administrator and the Implementing Partner agree that this Agreement will be made publicly available in accordance with their respective policies and procedures. Subject to Section 14.2, the Administrator may also disclose, any other information related to this Agreement submitted to the Administrator by the Implementing Partner under this Agreement.

14.2. If the Implementing Partner provides any information to the Administrator in confidence under this Agreement in accordance with the Implementing Partner's policy on disclosure of information, the Implementing Partner shall clearly indicate or mark it in writing as confidential. The Administrator shall not disclose to the public such information indicated or marked in writing as confidential, unless the Implementing Partner has given its prior written consent to such disclosure. The Administrator may share any such information with the Governing Committee and/or any Contributor only with the understanding that the members of the Governing Committee and/or any Contributors shall not publicly disclose such information that has been indicated or marked in writing as confidential unless prior written consent has been obtained from the Implementing Partner or the members of the Governing Committee or Contributors are otherwise obligated to do so under applicable laws with respect to information in their possession.

15. PRIVILEGES AND IMMUNITIES

Notwithstanding any other provision of this Agreement or any other document referenced in this Agreement, nothing in this Agreement shall be considered a waiver of any privileges or immunities of AIIB or the Implementing Partner under their respective constituent documents, international conventions or any other applicable law, all of which are expressly preserved.

16. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

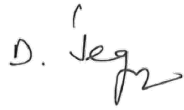
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement as of the day and year first above written.

**ASIAN INFRASTRUCTURE INVESTMENT BANK
as Administrator of the MCDF Finance Facility**

By:  _____
Danny Alexander

Vice President, Policy & Strategy

**ASIAN INFRASTRUCTURE INVESTMENT BANK
as Implementing Partner of the MCDF Finance Facility**



By:

D.J. Pandian

Konstantin Limitovskiy

Vice President, Investment Operations Region 1

Vice President, Investment Operations Region 2

SCHEDULE 1. PROJECT FUNDING COMMITMENT CONFIRMATION

[Administrator Unique ID]
[date]

[Name]

[Title]

As Implementing Partner of the
MCDF Finance Facility

MCDF Finance Facility

Confirmation of commitment of funds to the [name of Implementing Partner]

Dear Sir or Madam:

Reference is made to the Implementing Partner Agreement between the Asian Infrastructure Investment Bank, as the Administrator (the “Administrator”) of the MCDF Finance Facility (the “Finance Facility”) and the [*Name of the Implementing Partner*] (the “Implementing Partner”), dated [DATE] (the “Agreement”).

Reference is further made to the decision of the [Governing Committee of the Finance Facility] OR [MCDF Secretariat] dated [DATE] approving the [Project] “[title, reference number, etc.]” (the “Decision”).

In accordance with the Decision and Section [XX] of the Agreement, the Administrator hereby commits the sum of USD [XX] to the Implementing Partner, such amount reflecting the amounts approved by the [Governing Committee] OR [MCDF Secretariat] for the Implementing Partner activities to be carried out in connection with the [Project] [and Administrative Fee]; provided, however, that pursuant to Section 2.2 of the Agreement, the amount of the commitment hereunder may be subject to an adjustment to reflect any subsequent decrease of the funding allocated for the Project for which the commitment was made by the Administrator.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Asian Infrastructure Investment Bank,
As Administrator of the MCDF

Name:
Title:

Attachment

SCHEDULE 2. THE FUNDS TRANSFER REQUEST

[Implementing Partner Letterhead]

[IP Unique ID]
[Date]

[name]
[title]
Administrator of the MCDF

Re: Funds Transfer Request

Dear [name]:

Reference is made to the Project Funding Commitment Confirmation from the Asian Infrastructure Investment Bank, acting as the Administrator (the “Administrator”) of the MCDF Finance Facility (the “Finance Facility”) to the [*Name of the Implementing Partner*] (the “Implementing Partner”) [Administrator Unique ID] dated [DATE] (the “Confirmation”), pursuant to which the Administrator confirmed its commitment of the sum of USD [XX] to the Implementing Partner for the activities to be carried out in connection with the [Project] [and Administrative Fee] referred to in the Confirmation.

Pursuant to Section [XX] of the Implementing Partner Agreement between the Asian Infrastructure Investment Bank, as the Administrator of the MCDF Finance Facility and the [*Name of the Implementing Partner*], dated [DATE] (the “Agreement”), the Implementing Partner hereby requests the Administrator to transfer from the Finance Facility to the Implementing Partner the following amounts, as set out in the Table attached:

Project amount: -----
[Administrative Fee amount: =====]

Please transfer the amount to the bank account set forth below:

Beneficiary name:
Beneficiary address:
Beneficiary account number:
Bank name:
Bank address:
Bank SWIFT code:
Intermediary bank name (if applicable):
Intermediary bank SWIFT code (if applicable):
Routing instructions:

The Implementing Partner hereby agrees and confirms that the funds requested to be transferred for the Project under this request will be used in line with the terms of the Agreement.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Sincerely,
[name of Implementing Entity]
[name]
[title]

as Implementing Entity for the MCDF Finance Facility

Row Number	MCDF ID given to Project	PROJECT TITLE	[Related to Multi-Project Program (list title if Yes)]	IP Internal Approval Date	MCDF Funding Requested
	(a)	(b)	(c)	(d)	(e)
1					
2					
3					
Total					XXX

SCHEDULE 3. CASH TRANSFER CONFIRMATION

Date]
[Administrator Unique ID]

[Name]
[Title]

As Implementing Partner of the
MCDF Finance Facility

MCDF Finance Facility

Confirmation of transfer of funds to the [name of Implementing Partner]

Dear Sir or Madam:

Reference is made to the Implementing Partner Agreement between the Asian Infrastructure Investment Bank, as the Administrator (the “Administrator”) of the MCDF Finance Facility (the “Finance Facility”) and the [*Name of the Implementing Partner*] (the “Implementing Partner”), dated [DATE] (the “Agreement”).

Reference is further made to the [Name of the Implementing Partner]’s Funds Transfer Request dated [DATE] and numbered [IP Unique ID].

In accordance with the Request and Section [XX] of the Agreement, the Administrator hereby confirms that the sum of USD [XX] has been transferred to the Implementing Partner, such amount reflecting the amounts approved by the [Governing Committee] OR [MCDF Secretariat] and committed by the Administrator for the Implementing Partner activities to be carried out in connection with the [Project] [and Administrative Fee].

Asian Infrastructure Investment Bank,
As Administrator of the MCDF
Name:
Title:

Attachment

Row Number	Project or Administrative Fee	MCDF ID given to Project	PROJECT TITLE	[Related to Multi-Project Program (list title if Yes)]	IP Internal Approval Date	MCDF Funding Requested	Date Transferred by the Administrator
		(a)	(b)	(c)	(d)	(e)	(f)
1	Project						
2	Fee				N/A		
3	Project						
Total						XXX	

SCHEDULE 4. REPORT ON UNUSED FUNDS

MCDF FINANCE FACILITY

[NAME OF IMPLEMENTING PARTNER]

ANNUAL REPORT ON UNUSED FUNDS FOR PROJECT [title, reference number, etc.]

For the period between []
(in US Dollars)

Row Number	MCDF ID given to Project (a)	PROJECT TITLE (b)	[Related to the multi-project Program (list title if Yes)] (c)	MCDF Funding (d)	Final Disbursed Amount (e)	Final Unused Amount (f) = (d) – (e)	Project Closure Date (g)

Signed: _____

Date: _____

Name: _____

Title: _____

SCHEDULE 5. INVESTMENT INCOME REPORT

MCDF FINANCE FACILITY

[NAME OF IMPLEMENTING PARTNER]

ANNUAL INVESTMENT INCOME REPORT

**For the period between []
(in US Dollars)**

Cumulative Investment Income Earned since [Inception] through the Current for the Reporting Period	Investment Income Earned during the reporting period	Investment Income Transferred to Administrator to date	Balance due to the MCDF Account
(a)	(b)	(c)	(d) = (b) - (c)

Signed: _____
Name: _____
Title: _____

Date: _____

SCHEDULE 6. AUTHORIZED SIGNATORIES LETTER

[Date]

Asian Infrastructure Investment Bank,
As Administrator of the MCDF Finance Facility
[address]

Attention:

Dear Sir or Madam:

Re: Implementing Partner Agreement between the Administrator of the MCDF Finance Facility and [Name of Implementing Partner] as Implementing Partner

Reference is made to the Implementing Partner Agreement dated _____ between the Asian Infrastructure Investment Bank, as Administrator (the “Administrator”) of the MCDF Finance Facility and the [Name of Participating IFI], as Implementing Partner of the MCDF Finance Facility (the “Implementing Partner”) (the “Agreement”). For the purposes of the Agreement, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Implementing Partner to sign any request or report under the Agreement:

[Name], [Position] Specimen Signature: _____

[Name], [Position] Specimen Signature: _____

[Name], [Position] Specimen Signature: _____

Yours truly,

[Name]
[Position]

