Re: Amended and Restated Administration Arrangement concerning the administration of the Canadian Trust Fund for Anti-Money Laundering and Combating the Financing of Terrorism for Asia Pacific and Central America and Caribbean Region (TF No. 070497)

Dear Messrs. Rudin and Lulashnyk:

1. Reference is made to the administration arrangement (the “Arrangement”) that came into effect as of March 23, 2006 between the International Bank for Reconstruction and Development (“IBRD”), the International Development Association (“IDA”) (hereinafter together referred to as the “Bank”), the Department of Finance of Canada (“DFC”) and the Department of Foreign Affairs and International Trade of Canada (“DFAIT”) (DFC and DFAIT each hereinafter referred to as a “Participant” and the “Participants”) in relation to the Canadian Trust Fund for Anti-Money Laundering and Combating the Financing of Terrorism for Asia Pacific and Central America and Caribbean Regions (hereinafter referred to as the “CanTech Trust Fund”) which was established and is administered by the Bank.

2. As a result of recent discussions among the Bank and the Participants, the Parties wish to reflect certain changes, inter alia, in the roles of each of the Participants and also in respect of additional amounts to be contributed by DFAIT. Accordingly, the Parties wish to amend and restate the Arrangement which, pursuant to the right of the Participants to amend the Arrangement upon their mutual written consent in accordance with paragraph 12.b. of the Arrangement, is hereby replaced in its entirety by the provisions of this administration arrangement letter and its annexes (the “Amended Arrangement”) as follows.
3. **The CanTech Trust Fund**

a. We are pleased to acknowledge, on behalf of the Bank, the intention of DFAIT to make available an additional sum (an “**Additional Grant**”) to the CanTech Trust Fund in the amount of five hundred thousand Canadian Dollars (CAD 500,000). With this Additional Grant, the total amount allocated by the Participants to the CanTech Trust Fund will now aggregate to one million five hundred thousand Canadian Dollars (CAD 1,500,000) (the “**Grant**”).

b. DFAIT may make further Additional Grants to the CanTech Trust Fund and will notify the Bank of such additional payments in writing substantially in the form attached hereto as Annex 1. The initial grant of five hundred thousand Canadian Dollars (CAD500,000) provided by the Participants on or about April 12, 2006, as well as the subsequent grants of: (i) one hundred thousand Canadian Dollars (CAD100,000) received on or about March 22, 2007; (ii) one hundred and fifty thousand Canadian Dollars (CAD150,000) received on or about April 1, 2008; (iii) one hundred and fifty thousand Canadian Dollars (CAD150,000) received on or about January 13, 2009; (iv) one hundred thousand Canadian Dollars (CAD100,000) received on or about December 6, 2009 received and any Additional Grant will hereinafter be jointly referred to as the “**Grant**”.

c. The CanTech Trust Fund will be used to finance the activities (hereinafter referred to as "**Projects**") set forth in the "**Description of Activities under the CanTech Trust Fund**" attached hereto as Annex 2.

d. The Grant will be used to finance the following categories of expenditure: Associated Overheads; Short Term Consultant Fees; Contractual Services; Temporary Staff Costs; Travel Expenses; Equipment Costs; Media & Workshops Costs. For the avoidance of doubt, Bank staff travel costs incurred in connection with Projects financed under this Amended Arrangement will be eligible costs and will be subject to the Bank’s applicable policies and procedures.

4. **DFAIT Payments to CanTech Trust Fund**

a. DFAIT will deposit the Additional Grant into such bank account designated by the Bank promptly following countersignature of this Amended Arrangement by the Participants and submission of a payment request by the Bank to DFAIT.

b. Any payment to be made under this Amended Arrangement will be subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made.

c. DFAIT will deposit these payments into such bank account designated by the Bank.

d. When making each such deposit, DFAIT will instruct its bank to include in the payment details information (remittance advice field of their SWIFT payment message, information indicating: the amount paid; that the payment is made by DFAIT for the CanTech Trust Fund (TF No. 070497); and the date of deposit (the “**Deposit Instruction**”). In addition, DFAIT will provide a copy of its Deposit Instruction to the Bank’s Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

e. Immediately upon receipt of payments by DFAIT, the Bank will convert such payments into United States dollars. Where the Grant or an Additional Grant proves to be insufficient to complete the activities as a result of an exchange rate fluctuation, neither the Bank nor the Participants shall bear any responsibility for providing any additional financing.
5. **Bank’s Commitment to DFC and DFAIT**

The Bank will only perform those functions specifically set forth in this Amended Arrangement and will not be subject to any other duties or obligations to DFC and DFAIT, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Amended Arrangement will be considered a waiver of any privileges or immunities of the IBRD and IDA under their Articles of Agreement or any applicable law, all of which are expressly reserved.

6. **Commingling, Exchange and Investment of the CanTech Trust Fund funds**

a. The Bank will account for the CanTech Trust Fund as a single trust fund and will keep it separate and apart from the funds of the Bank. The Bank may commingle the CanTech Trust Fund funds with other trust fund assets maintained by the Bank.

b. The Bank may freely exchange the CanTech Trust Fund funds into other currencies as may facilitate disbursement of funds from the CanTech Trust Fund.

c. The Bank will invest and reinvest the CanTech Trust Fund funds pending their disbursement in accordance with the Bank’s policies and procedures for the investment of trust funds administered by the Bank. The Bank will credit all income from such investments to the CanTech Trust Fund to be used for the same purposes as the Grant.

7. **Administrative Cost Recovery**

To help defray the costs of administration and other expenses incurred by the Bank under this Amended Arrangement, the Bank may, following receipt of payments, deduct from such payments and retain for the Bank’s own account an amount equal to five percent (5%) of the amount of each payment made to the CanTech Trust Fund.

8. **Identification of Projects**

a. The Bank will identify, in consultation with the Asia/Pacific Group on Money Laundering, the Financial Action Task Force of South America Against Money Laundering (GAFISUD) and the Caribbean Financial Action Task Force, suitable Projects for funding under this Amended Arrangement that seek to enhance the capacity of the countries described in Annex 3 (hereinafter referred to as the “Beneficiaries”) to formulate and implement policies and operations in anti-money laundering and combating the financing of terrorism (hereinafter referred to as “AML/CFT”).

b. The Bank will consult with DFC on each proposed Project prior to undertaking such Project as follows: The Bank will submit to DFC a project proposal for each Project proposed to be funded by the CanTech Trust Fund following the Project Proposal format (hereinafter referred to as the “Project Proposal”) provided in Annex 4. The Project Proposal will form the basis for a consultation on the Project with DFC and DFC will coordinate if and as needed with DFAIT. DFC will provide comments on the Projects within ten (10) working days after receipt of the Project Proposal and an overview of the uncommitted balance of the Grant. If no comments are communicated in writing, either by facsimile or by email, by DFC to the Bank in the aforementioned timeframe, DFC and DFAIT will be deemed to have no comments on the Project Proposal. The Bank will also consult with DFC on amendments to any Project prior to effecting such amendments.
9. **Employment of Consultants and Procurement of Goods**

The employment and supervision of consultants engaged by the Bank and the procurement of goods, services, equipment and technology by the Bank in connection with Projects financed by the CanTech Trust Fund will be the sole responsibility of the Bank and will be carried out in accordance with its applicable policies and procedures.

10. **Accounting and Financial Reporting**

a. The Bank will maintain separate records and ledger accounts in respect of the funds deposited in the CanTech Trust Fund and disbursements made therefrom.

b. The Bank will, in accordance with the Bank’s standard procedures, furnish to DFAIT current financial information relating to receipts, disbursements and fund balance in the holding currency of the CanTech Trust Fund with respect to the Grant via the World Bank’s Trust Funds Donor Center secure website.

c. Within six (6) months of the Termination Date as defined in paragraph 13.a below, the final financial information relating to receipts, disbursements and fund balance in the holding currency of the CanTech Trust Fund with respect to the Grant will be made available to DFAIT via the World Bank’s Trust Funds Donor Center secure website.

d. The Bank will, in accordance with the Bank’s standard procedures, provide DFAIT, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising: (i) management assertion together with an attestation from the Bank’s external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds together with the Bank’s external auditor’s opinion thereon. The cost of the single audit will be borne by the Bank.

11. **Project Implementation, Evaluation and Reporting**

a. The Bank will be responsible for the implementation of all Projects and will keep DFC and DFAIT regularly and in a timely manner informed on the progress of Projects by submitting a progress report every twelve (12) months describing activities, use of funds, difficulties encountered and remedial measures. The progress reports will be submitted to DFC and DFAIT each fiscal year no later than March 31, 2011, March 31, 2012 and March 31, 2013. The progress reports will include, but not be limited to: (i) progress towards the overall trust fund objectives; (ii) progress towards the achievement of the Project activities and objectives as set out in Annex 2 of this Amended Arrangement (the “Project Activities and Objectives”) of those Projects delivered during the reporting period; and (iii) justification for variances (if any) from the Project Activities and Objectives.

b. No later than six (6) months of the Termination Date specified in paragraph 13.a, the Bank will provide DFC and DFAIT with a final report that evaluates the effectiveness and consistency of the activities financed by the CanTech Trust Fund in meeting the objectives of the overall project. The final report will include, but not be limited to: (i) how the activities funded by the CanTech Trust Fund contributed to the planned outcomes and objectives of the overall project; (ii) lessons learned; and (iii) recommendation, as applicable.

c. DFC and DFAIT may monitor and/or evaluate the CanTech Trust Fund and any Projects using their own resources or by retaining an external monitor or evaluator to provide an independent evaluation. Upon request from DFC or DFAIT, the Bank will meet with DFAIT or DFC representatives or external monitors/evaluators retained by DFAIT or DFC to discuss the monitoring and evaluation of the CanTech
Trust Fund and its constituent Projects. Costs associated with the participation of the Bank in such an evaluation may be charged to the CanTech Trust Fund.

12. Consultations

a. DFC, DFAIT and the Bank will consult each other periodically on all matters relating to this Amended Arrangement.

b. Without limitations to the foregoing, DFC, DFAIT and the Bank will promptly inform each other and, to the extent reasonably practical, consult with each other, regarding proposed major amendments to the Projects, proposed suspension or termination of disbursements, and any event that interferes or threatens to interfere with the successful implementation of the Projects.

13. Termination Date; Amendments; Refund

a. This Amended Arrangement will come into effect as of the date of the last countersignature and remain effective until the earlier (hereinafter referred to as the “Termination Date”) of: (i) September 30, 2013; or (ii) the date of cancellation of all uncommitted CanTech Trust Fund funds in accordance with paragraph 13.c. The CanTech Trust Fund funds will not be disbursed by the Bank after the Termination Date.

b. This Amended Arrangement may be amended or extended upon the mutual written consent of all Participants.

c. Either the Bank or DFAIT may, upon three (3) months’ prior written notice, cancel all or part of any remaining balance of the CanTech Trust Fund funds that is not committed pursuant to any agreements entered into between the Bank and any consultants and/or other third parties for the purpose of this Amended Arrangement prior to the receipt of such notice.

d. Upon the Termination Date or upon the date of cancellation of uncommitted CanTech Trust Fund funds in accordance with paragraph 13.c., as the case may be, the Bank will return any remaining or cancelled balance of the CanTech Trust Fund funds to the Receiver General for Canada via DFAIT in a manner to be identified in writing at that time.

e. Any payment to be made under this Arrangement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If DFAIT’s appropriation is changed by the Parliament of Canada, DFAIT may reduce the Grant, or terminate this Arrangement in accordance with paragraph 13.c above.

14. Disclosure

The Bank will disclose this Amended Arrangement, the Arrangement and related information on the CanTech Trust Fund in accordance with the World Bank Policy on Access to Information. By confirming their agreement below, the Participants consent to disclosure of this Amended Arrangement and related information on the CanTech Trust Fund.

15. Notices

Where in this Amended Arrangement, any notice, request, direction or other communication is required to be given or made by any of the Bank or the Participants, it will be in writing and will be effective if delivered in person, sent by registered mail, by telegram, by telex, by e-mail or by facsimile addressed to the Bank or the Participant(s) for whom it is intended at the address indicated below:
For the Bank:

Jean Denis Pesme  
Program Manager, Financial Market Integrity  
The World Bank  
1818 H Street, NW  
Washington, DC 20433  
U.S.A.

Tel: (202) 473-8448  
Fax: (202) 522-2433  
E-mail: jpesme@worldbank.org

For DFC:

Josée Nadeau  
Senior Chief, Financial Crimes, International  
International Financial Sector Division  
Finance Canada  
L’Esplanade Laurier - 20th Floor, East Tower  
140 O’Connor Street  
Ottawa, Ontario K1A 0G5

Telephone: (613) 992-2394  
Facsimile: (613) 943-8436  
E-mail: nadeau.josee@fin.gc.ca

For DFAIT:

Chief of Program,  
Counter-Terrorism Capacity Building Program (CTCBP)  
International Crime and Terrorism Division  
Foreign Affairs and International Trade Canada  
125 promenade Sussex Drive A3-355  
Ottawa, Ontario, Canada K1A 0G2

Telephone: (613) 943-4560  
Facsimile: (613) 944-0903  
E-mail: alanna.parsons@international.gc.ca

16. Differences of Interpretation or Application

The Bank and the Participants will, to the extent possible, strive to resolve promptly and amicably, through negotiations, any difference of interpretation or application of this Amended Arrangement.

17. Status of this Amended Arrangement

It is understood that this Amended Arrangement is not an international treaty. It is an administrative arrangement between DFC, DFAIT and the Bank.
18. Please confirm your acceptance of the foregoing on behalf of DFC and DFAIT, respectively, by signing, dating, and returning to us the enclosed copy of this Amended Arrangement. Upon receipt by the Bank of the copy of this Amended Arrangement countersigned by you, this Amended Arrangement will come into effect as of the last date of the countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

/s/ By: Janamitra Devan
Vice President
Financial and Private Sector Network

AGREED:

For the Department of Finance of Canada:

/s/ By: Jeremy Rudin Date: March 07, 2011
Assistant Deputy Minister
Financial Sector Policy Branch

For the Department of Foreign Affairs and International Trade of Canada:

/s/ By: Troy Lulashnyk Date: March 10, 2011
Director General
Major Programs Bureau
Dear Mr. Devan,

Reference is made to the Amended and Restated Administration Arrangement concerning the establishment and administration of the Canadian Trust Fund for Anti-Money Laundering and Combating the Financing of Terrorism for Asia Pacific and Central America and Caribbean Region (TF070497) (hereinafter referred to as the “Amended Arrangement”), dated [date] among the International Bank for Reconstruction and Development (“IBRD”), the International Development Association (“IDA”) (hereinafter jointly referred to as the "Bank"), the Department of Finance of Canada (“DFC”) and the Department of Foreign Affairs and International Trade of Canada (“DFAIT”). Defined terms used in this Notice and not defined herein will have the meanings given to them in the Amended Arrangement.

Pursuant to paragraph 3.b. of the Amended Arrangement, we are pleased to inform you that DFAIT agrees to make an additional payment in the amount of [amount] Canadian Dollars (CAD[amount]) (hereinafter referred to as the “Additional Grant”), as a grant to the Canadian Trust Fund for Anti-Money Laundering and Combating the Financing of Terrorism (hereinafter referred to as the “CanTech Trust Fund”).

The Additional Grant will be administered by the Bank in accordance with, and subject to the provisions of the Amended Arrangement.

Upon receipt of a request for payment (disbursement request) from the Bank, DFAIT will pay the Additional Grant to the Bank into such account with such bank so designated in the disbursement request.

Please confirm your acceptance of the Additional Grant by signing and retuning a copy of this Notice. This Notice will become effective as of the date of the countersignature.

Sincerely,

DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE OF CANADA

By: ____________________________
Name: __________________________
Title: ___________________________
CONFIRMED:

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By: ______________________    Date: ______________________

Janamitra Devan
Vice President
Financial and Private Sector Network
Description of Activities under the CanTech Trust Fund for Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT)

1. The CanTech Trust Fund will support the Bank’s activities in Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT) in the eligible countries, as set forth in Annex 3 to the Amended Arrangement, within the Asia/Pacific Group on Money Laundering (APG), the Financial Task Force of South America on Money Laundering (GAFISUD) and the Caribbean Financial Action Task Force (CFATF).

2. The Bank’s Projects (as such term is defined in paragraph 3.c of this Amended Arrangement) may also be implemented in coordination with projects of the International Monetary Fund (IMF) supported by the IMF-administered Canadian Technical Assistance Subaccount.

A. Overall Trust Fund Objectives

3. Fighting money laundering and terrorist financing has become a global priority as the world has witnessed the devastating effects of these criminal activities on the integrity and functioning of financial systems and their negative impact on anti-corruption efforts, economic growth and development. Since 2001, the Bank together with the IMF, has been delivering an intensive work program of assessments, technical assistance (TA), and policy development on AML/CFT in collaboration with other institutions, bilateral donors, as well as Financial Action Task Force (FATF) and FATF-style regional bodies (FSRBs).

4. The overall objectives of the Projects to be supported by the CanTech Trust Fund are to help concerned APG, GAFISUD and/or CFATF countries build and implement sound legal and institutional frameworks that meet international AML/CFT standards, enhance the integrity of the financial sector and raise awareness about the potential development impact of AML/CFT efforts. On the last issue, the policy development work is being given more emphasis.

B. Guiding Principles for Project Selection

5. Selected Projects should:

• address the challenges of TA needs highlighted at p.23 of the August 31, 2005 IMF/Bank Board Paper, Anti-Money Laundering and Combating the Financing of Terrorism: Observations from the Work Program and Implications Going Forward;

• have definite and measurable outcomes, timeframes, and milestones;

• whenever possible, foster region-wide initiatives to improve international cooperation, information sharing, collaboration, and consistency in the application of international standards;

• seek efficiency of delivery and commonality and, where possible, complement existing donor programs;

• recognize the wide disparity that exists within each region, the current level of implementation of AML/CFT recommendations, and the capacity to absorb TA; and
• consider the vulnerabilities and risks of money laundering and terrorist financing.

6. In addition, the Bank, in coordination with the IMF, will consult and closely cooperate with the APG, GAFISUD and CFATF to design and deliver TA and training in their respective countries.

C. Activities and Objectives of the Projects to be Financed by the CanTech Trust Fund ("Project Activities and Objectives")

7. The Bank, in consultation with the IMF, will select the Projects on the following areas in accordance with the applicable Bank policies and procedures.

a) Providing technical assistance to the eligible countries to strengthen the analytical skills of financial intelligence units (FIUs) and other agencies responsible for AML/CFT financial analysis to help them better evaluate suspicious transaction reports and other financial information:

i. providing technical assistance to improve data collection and management capacity to support the effective operations of FIUs and other agencies;

ii. providing technical assistance to improve FIU staff capacity to undertake basic financial analysis in an AML/CFT context; and

iii. Providing technical assistance to develop computer-based programs, in consultation with the Egmont Group of Financial Intelligence Units, which enhance FIU analytical capabilities to evaluate suspicious transaction reports.

b) Providing technical assistance to the eligible countries to enhance their capacities to promote compliance of financial institutions, designated non-financial businesses and professionals (DNFBPs), non-profit organizations (NPOs) and alternative remittance systems (ARSs) with international standards.

c) Working with governmental supervisory authorities as well as industry associations to build capacity and raise the awareness of financial institutions, DNFBPs, NPOs, and ARSs of ML/FT risks and compliance requirements for AML/CFT.

d) Training governmental supervisory authorities in the prudentially-regulated sectors to ensure that the operations of financial institutions are consistent with international standards on ML/FT preventative measures:

i. raising awareness and standards within supervised industries;

ii. enhancing capacities of governmental supervisory authorities to identify, measure, control, and monitor ML/FT risks within financial products, services, and operations of supervised financial institutions;

iii. enhancing capacities of governmental supervisory authorities to put in place a “risk-based approach” to AML/CFT;

iv. strengthening capacities of governmental supervisory authorities to conduct effective off and onsite supervision; and
v. where appropriate and feasible, exploring the potential efficiencies that might result from regional panels of supervisors or mentoring programs to foster consistency and spread best practices among supervisory agencies.

e) Assisting the eligible countries to strengthen the investigative and prosecutorial skills of criminal justice officials relating to AML/CFT.

Providing technical assistance to the eligible countries to develop regionally-based programs on basic ML and FT investigative training in the areas of:

- investigative and prosecutorial techniques;
- freezing, seizing and confiscating proceeds of crime and other provisional measures such as monitoring and prevention measures; and
- forfeiture of proceeds of crime linked to money laundering or financing of terrorism.

In selecting Projects in the areas mentioned in (e) above, the Bank will, *inter alia*, engage in a diagnostic analysis of country context, potential project participants and activities, to assess the level of risk that project resources would be used for partisan or ideological ends.

f) Assisting the eligible countries to review AML/CFT legislation and regulations *vis-a-vis* international standards.

g) Providing assessors’ training on the revised FATF AML/CFT methodology:

i. Providing training on the interpretation of the revised standards and how to conduct effective mutual evaluation assessments.

**D. Key Performance Indicators**

**Short-Term Results**

- Increased number of trained, knowledgeable AML/CFT personnel who may in turn train other personnel (training the trainers).
- Progress toward new/improved AML/CFT plans, policies, legislation, regulations, controls in beneficiary countries or government entities.
- Increased awareness in beneficiary countries or government entities of need to address AML/CFT issues.

**Intermediate Results**

- New or enhanced AML/CFT infrastructure, systems, legislation, institutions in beneficiary countries or government entities.
- Increased compliance by beneficiary countries or governmental entities with international standards.
- Improved international and/or regional AML/CFT cooperation by beneficiary countries or government entities.
- Improved domestic, international coordination and cooperation in provision of AML/CFT capacity building assistance.
Impact-Level (End) Results

Increased capacity of beneficiary countries and governmental entities to prevent and respond to money laundering and terrorist financing in a manner consistent with international norms and standards related to this area.
Eligible Countries

The CanTech Trust Fund is targeted to support countries in the Latin America, Caribbean and Asia-Pacific regions with significant financial needs. The following provides a list of countries that have been initially identified as having such demonstrated needs. However the eligible countries must be a member of the Bank. Other countries than those listed below in these regions may be considered for funding on a case-by-case basis, subject to prior agreement between the Bank, DFC and DFAIT.

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CONCEPT NOTE

[Title of a project]

Executive Summary

Deliverables:

Timeframe:

Total budget for this project:

Unit Leader:

Task Team Leader:

1. BACKGROUND

2. PROPOSED TA

3. OVERALL OBJECTIVE

4. COMPLEMENTARY TA FROM OTHER PROVIDERS

5. EXPECTED RESULTS

6. CONSULTATIONS WITH RELEVANT FSRB

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