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FINANCIAL PROCEDURES AGREEMENT

between

THE UNITED NATIONS OFFICE FOR DISASTER RISK REDUCTION

and

THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

as Trustee of

THE CLIMATE RISK AND EARLY WARNING SYSTEMS TRUST FUND (TF No. 069031)

Date 02 July 2019

This Financial Procedures Agreement (the **"Agreement")** is entered into on 02 July 2019 between the United Nations Office for Disaster Risk Reduction (UNDRR, formerly known as UNISDR) (the "Implementing Partner") as Implementing Partner of the Climate Risk and Early Warning Systems Initiative (CREWS Initiative) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, an international organization which maintains its headquarters at 1818 H Street, NW, Washington, DC, 20433, United States of America ("IBRD") as trustee of the Climate Risk Early Warning Systems (CREWS) Trust Fund (the "Trustee").

WHEREAS:

(A) The CREWS Initiative is an initiative to promote the objectives stated in its Governance Document involving multiple contributors and Implementing Partners including a multilateral development bank and UN agencies.

(B) The Steering Committee on September 12, 2016 adopted the Governance Document for the CREWS Initiative which may be amended from time to time in accordance with its terms (the "Governance Document").

(C) Pursuant to the terms of the Governance Document, IBRD in its capacity as trustee (the "Trustee") has established the CREWS trust fund to receive contributions from Contributors (as defined in the Governance Document) to the CREWS Trust Fund (TF No. 069031) (the "Trust Fund").

(D) The Implementing Partner wishes to access the Trust Fund resources and to that end, the Trustee and the Implementing Partner now desire to enter into this Agreement relating to the arrangements for the commitment and transfer of the Trust Fund resources to the Implementing Partner and the administration and use of such resources by the Implementing Partner.

NOW THEREFORE, the Trustee and the Implementing Partner hereby agree as follows:

1. Interpretation

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

"Authorized Officer" means a person who is authorized to sign in the name and on behalf of the Implementing Partner for the purposes of this Agreement;

"Cancelled Funds" means any cancelled amount of CREWS funding for CREWS Projects or Administrative Fees, which the Trustee has committed pursuant to Section 3.1 below;

"Cash Transfer Request for Projects" means a request submitted by the Implementing Partner to the Trustee for the transfer of the Trust Fund resources to the IP Trust Fund (as defined below) for Projects, which shall be substantially in the form attached to this Agreement as Annex C;

"Cash Transfer Request for Administrative Fees" means a request submitted by the Implementing Partner to the Trustee for the transfer of the Trust Fund resources to the IP Trust Fund (as defined below) for Administrative Fees, which shall be substantially in the form attached to this Agreement as Annex C;

"Dollars" means the lawful currency of the United States of America;

"Project" will have the meaning given to it in the Governance Document and "Projects" are the plural form of "Project";

"Administrative Fees" will have the meaning given to it in the Governance Document;

"CREWS Fiscal Year" means July 1 through June 30 of each calendar year;

"Project Proposal" will have the meaning given to it in the Governance Document and "Project Proposals" are the plural form of "Project Proposal";

"Steering Committee" will have the meaning given to it in the Governance Document;

"Investment Income" means the investment income earned, if any, on the Trust Fund resources transferred to the IP Trust Fund (as defined below) except for any income earned on the investment of the Trust Fund resources transferred as Administrative Fees;

"Letter of Commitment" means a letter from the Trustee to the Implementing Partner confirming the commitment of the Trust Fund resources allocated for the Implementing Partner, which shall be substantially in the form attached to this Agreement as Annex A;

"Letter of Commitment Cancellation" means a letter from the Trustee to the Implementing Partner confirming the cancellation of the commitment of the Trust Fund resources allocated for the Implementing Partner, which shall be substantially in the form attached to this Agreement as Annex B;

"Secretariat" will have the meaning given to it in the Governance Document;

"IP Trust Fund" has the meaning given to it in Section 2.1; and

"Unused Funds" means any undisbursed or unused funds from any Project or Administrative Fees which: (a) the Trustee has committed pursuant to Section 3.1; and (b) are no longer due to be disbursed following completion of activities for which CREWS funding was provided.

2. Administration of the IP Trust Fund by the Implementing Partner

2.1 The Implementing Partner shall establish and maintain a trust fund or account to receive, hold in trust and administer Trust Fund resources (other than Administrative Fees, in respect of which it may receive, but not necessarily hold in trust) transferred to it by the Trustee in accordance with the terms of this Agreement (the "IP Trust Fund"). In administering the IP Trust Fund, the Implementing Partner shall maintain separate records and ledger accounts in respect of

the Trust Fund resources in the IP Trust Fund and disbursements made therefrom. The Implementing Partner shall administer the Trust Fund resources (including provision of CREWS funding to recipients, if any), not personally or in its individual capacity, but solely in its capacity as administrator of the Trust Fund resources transferred to it as Implementing Partner of the CREWS Initiative. In administering the IP Trust Fund and performance of its functions in accordance with the terms of this Agreement, except as otherwise specifically provided in this Agreement, the Implementing Partner 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 Implementing Partner other than any such loss, cost, damages or other liability caused by its gross negligence or willful misconduct.

2.2 The Implementing Partner shall perform its functions as contemplated in the Agreement, and in the discharge of such functions, shall exercise the same degree of care as it exercises with respect to funds administered by the Implementing Partner.

2.3 Subject to the terms of this Agreement, the Implementing Partner shall do any and all acts as may be necessary or appropriate for the proper administration of the IP Trust Fund and be responsible for reporting to the Steering Committee on the use of the Trust Fund funds transferred to it and delivery of activities financed by such resources in accordance with the Financial Procedures Agreement.

3. Commitment of Funds by the Trustee

3.1 Unless otherwise agreed between the Trustee and the Implementing Partner, the following procedures shall apply to the commitment of Trust Fund resources by the Trustee to the Implementing Partner.

(a) Project Proposals, incorporating the associated allocation of Trust Fund resources to the Implementing Partner for any Project, Administrative Fees or any amounts to be otherwise allocated to the Implementing Partner shall be made pursuant to the terms of the Governance Document and guidelines and decisions adopted by the Steering Committee.

(b) In respect of any Project and/or Administrative Fees, for which any allocation of Trust Fund resources is approved by the Steering Committee, as the case may be, the Trustee shall, subject to the availability of resources in the Trust Fund, commit the Trust Fund resources in the approved amounts for such Project and/or Administrative Fees following the notification of approval by the Steering Committee.

(c) Commitment of Trust Fund resources from the Trustee to the Implementing Partner under paragraph Section 3.1(b) shall be confirmed, on a monthly basis (or such other agreed frequency) by means of a Letter of Commitment, substantially in the form attached to this Agreement as Annex A.

(d) If there are any Cancelled Funds or Unused Funds, the corresponding amount of the Trust Fund resources committed by the Trustee (whether held by the Trustee, the Implementing Partner or the recipient) shall be cancelled accordingly. Such cancellation shall be made based on the information provided by the Implementing Partner to the

Trustee under Section 10.2(b) below in respect of the Cancelled Funds, and under Section 10.2(c) below in respect of the Unused Funds.

(e) Any cancellation or amendment of any Administrative Fees, arising from the cancellation or amendment of the related Project, shall be calculated in accordance with the relevant decisions of the Steering Committee.

(f) Cancellation of commitment of the Trust Fund resources from the Trustee to the Implementing Partner under Section 3.1(d) shall be made by means of a Letter of Commitment Cancellation, substantially in the form attached to this Agreement as Annex B.

4. Transfer of Funds by the Trustee to the Implementing Partner

Projects

4.1 The following procedures shall apply to the transfer of Trust Fund resources by the Trustee to the Implementing Partner for Projects:

(a) The Implementing Partner may request the transfer of Trust Fund resources for a Project after (i) the funds have been committed by the Trustee for the Project pursuant to Section 3.1 above, and (ii) the Project has been approved by the Implementing Partner in accordance with its policies and procedures (if such approval is required under the Implementing Partner's policies and procedures). The request by the Implementing Partner for the transfer of Trust Fund resources shall be submitted to the Trustee in accordance with Sections 4.1(b), (c) and (d) below.

(b) Every six (6) months (or at such other frequency as the Trustee and the Implementing Partner may agree) the Implementing Partner may submit to the Trustee, by email, facsimile or as otherwise agreed with the Trustee, a Cash Transfer Request for Projects to the Trustee.

(c) The Implementing Partner may request a transfer of Trust Fund resources for Projects, based on the projected cash requirements for the next six (6)-month period (or such other period as the Trustee and the Implementing Partner may agree), adjusted to reflect the net cash position of the IP Trust Fund. The projected cash requirements shall be calculated by the Implementing Partner based on the disbursement needs of the relevant Project.

(d) Each Cash Transfer Request for Projects shall be signed by the Authorized Officer, and shall indicate:

(i) the projected cash requirements for Projects for the six (6)-month period (or such other frequency as the Trustee and the Implementing Partner may agree) following the date of the request;

(ii) a statement of the net cash position (net cumulative Trust Fund resources received from the Trustee for Projects less net cumulative disbursements by the Implementing Partner for Projects) as of the date of the request; and

(iii) the amount of funds requested to be transferred.

(e) Upon receipt of a Cash Transfer Request for Projects, the Trustee shall verify that the amount requested by the Implementing Partner does not exceed the amount equal to (A) the net cumulative Trust Fund resources committed by the Trustee and approved by the Implementing Partner for Projects less (B) the net cumulative Trust Fund resources transferred by the Trustee to the Implementing Partner for the Projects.

(f) Upon the verification referred to in Section 4.1(e) above and subject to the availability of resources in the Trust Fund, the Trustee shall transfer to the Implementing Partner the amount of funds requested for Projects in each Cash Transfer Request for Projects.

Administrative Fees

4.2 The following procedures shall apply to the transfer of Trust Fund resources by the Trustee to the Implementing Partner for Administrative Fees.

(a) The Implementing Partner may request the transfer of Trust Fund resources for any Administrative Fees after (i) the Trust Fund resources have been committed by the Trustee for such Administrative Fees pursuant to Section 3.1 above. The request by the Implementing Partner shall be submitted to the Trustee in accordance with Sections 4.2 (b) and (c) below.

(b) Every six (6) months (or at such other frequency as the Trustee and the Implementing Partner may agree) the Implementing Partner may submit to the Trustee, by email, facsimile or as otherwise agreed with the Trustee, a Cash Transfer Request for Administrative Fees.

(c) Each Cash Transfer Request for Administrative Fees shall be signed by the Authorized Officer, and shall indicate the net cumulative Trust Fund resources received from the Trustee for Administrative Fees as of the date of the request and the amount of funds requested to be transferred; provided that the amount requested shall not exceed the amount equal to the net cumulative amount of the Trust Fund resources committed by the Trustee for Administrative Fees less the net cumulative amount of the Trust Fund resources received for Administrative Fees from the Trustee, both as of the date of the request.

(d) The Trustee shall verify that the amount of funds requested to be transferred does not exceed an amount equal to: (i) the cumulative Trust Fund resources committed by the Trustee for Administrative Fees, less (ii) the cumulative Trust Fund resources transferred by the Trustee to the Implementing Partner for the Administrative Fees as of the date of the request. Upon such verification and subject to the availability of resources

in the Trust Fund, the Trustee shall transfer to the Implementing Partner the amount of funds requested for the Administrative Fees.

Transfer of Funds

4.3 Transfer of Trust Fund resources from the Trustee to the Implementing Partner shall be made to such account as the Implementing Partner has designated in the relevant transfer request, substantially in the form attached to this Agreement as Annex C for Projects and Administrative Fees, respectively, and the transfer shall be in the same currency as indicated in the Letter of Commitment. The Trustee shall notify the Implementing Partner of each such transfer.

5. Use of Funds

5.1 The funds transferred to the Implementing Partner under Section 4 of this Agreement may be used only for the purpose for which they have been provided under the terms of the Governance Document, applicable guidelines and decisions of the Steering Committee, including relevant Project Proposals approved by the Steering Committee.

5.2 The Implementing Partner shall be responsible for: (a) the use of funds transferred by the Trustee and activities carried out therewith in accordance with: (i) its own policies, guidelines, and procedures (including, but not limited to those policies, guidelines and procedures about procurement of goods and services and reporting arrangements); and (ii) the applicable decisions of the Steering Committee including the purpose for which funds have been approved by the Steering Committee based on the relevant Project Proposal; and (b) reporting to the Steering Committee on its activities in accordance with the terms of this Agreement, the Governance Document and guidelines and decisions adopted by the Steering Committee.

5.3 Recognizing the obligations of Implementing Partner's member countries under various United Nations Security Council Resolutions to take measures to prevent financing of terrorists, the Implementing Partner:

(a) shall use reasonable efforts, in accordance with the Implementing Partner's policies and procedures, to ensure that the Trust Fund funds provided to the Implementing Partner by the Trustee (i) are not used for the purpose of any payment, if such payment to the Implementing Partner's knowledge or belief is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, and (ii) are used for intended purposes and are not diverted to terrorists or their agents in line with the participating countries obligations to give effect to the relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations; and acknowledge that this provision does not create any obligations of the Trustee under the anti-terrorist financing and asset control laws, regulations, rules and executive orders of an individual member country; and

(b) acknowledges that the Trustee reserves the right to withhold any transfer of funds to the Implementing Partner under this Agreement if a resolution, action or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits or restricts, in the Trustee's determination, a member state of the United Nations to make a payment to the Implementing Partner.

5.4 Subject to the terms of this Agreement, the Implementing Partner shall invest all funds in the IP Trust Fund pending their disbursement in accordance with the Implementing Partner's policies and procedures concerning the investment of funds including those applicable funds for which the Implementing Partner acts as trustee. The Implementing Partner shall not be held liable for any losses, which may arise from such investment; provided that the Implementing Partner made the investment in a prudent manner as a fiduciary in accordance with the Implementing Partner's policies and procedures.

5.5 The Implementing Partner shall report on the receipt of Unused Funds, and return any such funds received or held by it in accordance with Section 6 below. The Trustee shall have no responsibility for collection of funds due to the Implementing Partner from a recipient or such other entity under any Project.

5.6 If any Trust Fund resources transferred to the Implementing Partner are not used in accordance with the terms of this Agreement, the Implementing Partner shall take necessary actions within its control to address the matter, including, in accordance with its policies and procedures, using reasonable efforts to recover, and return to the Trustee, the funds that were misused; for avoidance of doubt, if any such funds were misused due to the action of a third party without 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 notwithstanding its reasonable efforts in accordance with its policies and procedures.

5.7 Following consultations with the Implementing Partner, in the event that the Trustee has notified the Implementing Partner of any non-compliance with the terms of this Agreement and the Implementing Partner fails to cure such non-compliance, within thirty (30) calendar days after the notification by the Trustee, the Trustee: (a) shall consult with the Steering Committee; and (b) at the instruction of the Steering Committee (or its designee), may suspend any further commitment and/or cash transfer of Trust Fund resources to the Implementing Partner until such time as the Implementing Partner has cured (or otherwise has taken necessary steps within its control to cure, in case any action by any party other than the Implementing Partner is required) the non-compliance to the reasonable satisfaction of the Trustee in consultation with the Steering Committee (or its designee).

6. Disbursement of Funds by the Implementing Partner

6.1 Disbursement of funds from the IP Trust Fund to recipients shall be made in accordance with the Implementing Partner's rules and policies and its applicable disbursement procedures.

6.2 Cancelled Funds or Unused Funds shall be held by the Implementing Partner (following, if applicable, their return to the Implementing Partner by the recipient or such other party) in the IP Trust Fund; provided, however, that any such funds held by the Implementing Partner shall be reflected in the net cash position referred to in Annex C to this Agreement, so that the amount of such funds shall be taken into account in determining the amount of the Trust Fund resources transferred to the Implementing Partner. Notwithstanding the foregoing in this Section 6.2, and in lieu of the procedure therein, if so requested by the Trustee, the Implementing Partner shall return to the Trustee, to such account as the Trustee may designate, any cancelled funds or Unused Funds from any Project held by the Implementing Partner.

6.3 The Implementing Partner shall maintain a record of any Cancelled Funds or Unused Funds and report to the Trustee pursuant to Section 10.2 (b) or (c) below. Any such Cancelled Funds or Unused Funds reported by the Implementing Partner shall be reflected in cancellation of commitments by the Trustee pursuant to Section 3.1(d).

7. Investment Income from funds held by the Implementing Partner

7.1 Investment Income shall be held in the IP Trust Fund until the Trustee requests the Implementing Partner to return it to such account as the Trustee may designate; provided that the Trustee may only request the Implementing Partner to return any Investment Income after the Implementing Partner has provided to the Trustee the report referred to in Section 10.2(d) below and in any event no more frequently than once per year, unless otherwise agreed with the Trustee. The Implementing Partner shall maintain a record of any such Investment Income and report to the Trustee pursuant to Section 10.2(d) below. For the avoidance of doubt, any amount earned on the investment of the Trust Fund resources transferred to the Implementing Partner as Administrative Fees may be retained by the Implementing Partner and is not required to be reported or returned to the Trustee.

8. Ownership of Equipment, Supplies and Other Property

8.1 Ownership of equipment, supplies and other property financed with funds from the IP Trust Fund may vest in the Implementing Partner, recipient or such other entity as may be permitted to retain ownership under the policies and procedures of the Implementing Partner.

9. Verification

9.1 For the purposes of reserving, committing and transferring Trust Fund resources under the Agreement, the Trustee shall rely upon the information provided in the decision of the Steering Committee and shall use such information to verify the information provided by the Implementing Partner, as necessary.

10. Records and Reporting

10.1 Unless the parties hereto agree otherwise, all financial accounts and reports related to the Trust Fund resources shall be expressed in US Dollars, including all financial statements referred to in Sections 10.2(e) and (f).

10.2 The Implementing Partner shall provide the following information to the Trustee, prepared in accordance with the Implementing Partner's accounting and reporting procedures and provided in a form and means agreed with the Trustee:

(a) Within thirty (30) calendar days after the end of each semester of each CREWS Fiscal Year (or such other frequency as may be agreed with the Trustee) the dates of approval and amounts approved by the Implementing Partner of Projects, based on the policies and procedures, if applicable, for the period reported broken down by each Project, substantially in the form attached to this Agreement as Annex D;

(b) Within thirty (30) calendar days after the end of each CREWS Fiscal Year (or such other frequency as may be agreed with the Trustee), the dates and amounts of the Cancelled Funds from Projects and Administrative Fees, for the period reported, broken down by each Project, substantially in the form attached to this Agreement as Annex E;

(c) Within thirty (30) calendar days after the end of each semester of each CREWS Fiscal Year (or such other frequency agreed with the Trustee), (i) the date on which all financial obligations owed by or to, as applicable, the Implementing Partner under a Project are satisfied, and (ii) the final amount disbursed/used and the amount of any Unused Funds from such Project, for the period reported, broken down by each Project, substantially in the form attached to this Agreement as Annex F;

(d) Within sixty (60) calendar days after the end of each CREWS Fiscal Year (or such other frequency as may be agreed with the Trustee), statements of: (i) Investment Income earned on the Trust Fund resources transfer to the IP Trust Fund for Projects; and (ii) Investment Income returned to the Trustee, substantially in the form attached to this Agreement as Annex G;

(e) Within six (6) months after the end of the relevant Implementing Partner's fiscal year, a financial statement of the IP Trust Fund;

(f) Within six (6) months after termination of this Agreement, a final financial statement for the IP Trust Fund; and

(g) Such other reports related to the Trust Fund resources transferred to the Implementing Partner, as may reasonably be requested by the Trustee from time to time.

For the purposes of the financial reports and statements required under Sections 10.2 (d), (e) and (f) above, Investment Income earned by the IP Trust Fund shall be reported as aggregate Investment Income and shall not be allocated between individual Projects.

10.3 As soon as practicable after the end of each CREWS Fiscal Year (or such other frequency as may be agreed with the Trustee), the Trustee shall furnish the Implementing Partner with an annual report for reconciliation between the Trustee and the Implementing Partner in respect of the Trust Fund funds allocated by the Steering Committee to the Implementing Partner, substantially in the form attached to this Agreement as Annex I. The Implementing Partner shall confirm its agreement to the information contained in the report no later than forty-five (45) calendar days after receipt by the Implementing Partner of the report, by signing, dating and returning to the Trustee a copy of the report. In the event that there is any discrepancy between the information provided by the Trustee in the report and the information used by the Implementing Partner, the Implementing Partner shall promptly inform the Trustee of such discrepancy and reconcile with the Trustee the information contained in the report.

10.4 If the Steering Committee wishes to request a separate external audit of financial statements of specific Projects on an exceptional basis, the Implementing Partner may first consult with the Steering Committee as to whether such an external audit is necessary (including by sharing relevant financial statements or reports already audited as such audit shall have been

conducted in accordance with the Implementing Partner's policies and procedures, if applicable). If the Steering Committee and the Implementing Partner agree that such audit is necessary, the Implementing Partner shall submit a proposal for approval by the Steering Committee for cost recovery of any costs and expenses associated with such audit(s), provided that any such costs and expenses will be borne by the Trust Fund. Following such agreement and approval of the proposal, the Implementing Partner shall cause financial statements of specific Projects to be audited in accordance with the Implementing Partner's policies and procedures.

10.5 The Implementing Partner shall, from time to time, provide the Trustee with a list containing the names and signatures of the Implementing Partner's Authorized Officers, substantially in the form attached to this Agreement as Annex H.

11. Notices

11.1 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.

(a) For the Trustee:

Name:	International Bank for Reconstruction and Development, as Trustee of the of the CREWS Trust Fund
Address:	1818 H. Street, N.W. Washington, D.C. 20433 U.S.A.
Attention:	Director Trust Funds and Partner Relations Development Finance
Telephone:	+1 (202) 473-7654
Facsimile:	+1 (202) 522-0377
Electronic mail:	crewstrustee@worldbank.org

(b) For the Implementing Partner:

Name: The United Nations Office for Disaster Risk Reduction (UNDRR)

Address: 9-11 Rue de Varembé
CH1202
Geneva, Switzerland

Attention: Sandya Prasad
Chief Resource Planning and Management Section

Telephone: +41 22 917 1734

Electronic mail: sandya.prasad@un.org

12. Dispute Resolution

12.1 The Implementing Partner and the Trustee shall, to the extent possible, strive to resolve promptly and amicably questions of interpretation and application of the terms and conditions and settle any disputes, controversy, or claim arising out of or relating to the terms and conditions of this Agreement.

12.2 If any dispute, controversy, or claim arising out of or relating to the terms and conditions of this Agreement has not been settled by agreement of the Implementing Partner and the Trustee, the Trustee and the Implementing Partner shall consult with the Steering Committee (or its designee) with a view to reconciling the difference.

13. Amendment

13.1 This Agreement may be amended at any time by the written agreement of the Trustee and the Implementing Partner.

14. Disclosure

14.1 This Agreement shall be disclosed by the Trustee and the Implementing Partner. The Trustee may also disclose, in accordance with the IBRD policy on access to information, any other information related to this Agreement submitted to the Trustee by the Implementing Partner under this Agreement.

15. Termination

15.1 Unless extended by mutual agreement, this Agreement shall terminate on the date which is six (6) months after the last date on which any Cancelled Funds or Unused Funds is scheduled to be received by the Implementing Partner, as notified by the Implementing Partner consistent with the applicable terms of the Project approved by the Steering Committee. This Agreement may be terminated before such date by either party hereto, and shall cease to be in force sixty (60) calendar days after either party hereto gives to the other written notice of its desire to terminate the Agreement.

15.2 Notwithstanding termination of this Agreement, unless the Trustee and the Implementing Partner agree on another course of action:

(a) If there are any outstanding commitments, obligations or liabilities incurred by the Implementing Partner in the implementation of activities for which Trust Fund funds had been committed or transferred to the Implementing Partner under this Agreement prior to the termination of this Agreement, the provisions of this Agreement shall, subject to Sections 15.2(b) and (c) below, continue to apply to any such Trust Fund resources committed or transferred until the relevant outstanding commitments, liabilities and activities, for which the Trust Fund resources had been committed or transferred, have been fully satisfied.

(b) In particular, notwithstanding the termination of this Agreement, the Implementing Partner shall continue to receive and hold in trust any Cancelled Funds, Unused Funds, Investment Income and any other amounts received or due to be received by the Implementing Partner until all outstanding commitments, obligations and liabilities incurred by or to the Implementing Partner under the Project, have been satisfied. At the request of the Trustee, the Implementing Partner shall provide any information on such amounts received and held by it, and return to the Trustee any portion of the amount received by the Implementing Partner according to the terms of this Agreement and Investment Income earned thereon (other than the investment income amount earned on Administrative Fees, described in Section 7.1), if any, which are remaining after the relevant commitments, obligations and liabilities have been satisfied.

(c) The Implementing Partner and the Trustee shall take any necessary actions for winding up their affairs in an expeditious and reasonable manner, in relation to the outstanding commitments, obligations or liabilities incurred by or to the Implementing Partner in the implementation of activities for which Trust Fund resources had been committed or transferred under this Agreement.

16. Entire Agreement

16.1 This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

16.2 This Agreement shall be effective as of the date mentioned on the first page of this Agreement.

16.3 Nothing in this Agreement shall operate as or be construed to constitute a waiver, renunciation or any other modification of any privilege, exemption or immunity accorded to either of the Implementing Partner or the Trustee pursuant to its respective constituent document, international convention or any applicable law.

17. Execution in Counterparts

17.1 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 with effect from the date mentioned on the first page of this Agreement.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, as Trustee of the Climate Risk and Early Warning Systems Trust Fund

By: _____ Date: 26-Jun-2019

Dirk Reinermann
Director
Trust Funds and Partner Relations
Development Finance

THE UNITED NATIONS OFFICE FOR DISASTER RISK REDUCTION

By: _____ Date: 2/7/2019

Kirsi Madi
Director

Annex A

Letter of Commitment

[DATE]

[IMPLEMENTING PARTNER FULL NAME]
[IMPLEMENTING PARTNER ADDRESS]

THE CLIMATE RISK AND EARLY WARNING SYSTEMS (CREWS) TRUST FUND (MTO 069031):
Commitment of Funds to the (IMPLEMENTING PARTNER FULL NAME]

Dear Sir/Madam,

Reference is made to the Financial Procedures Agreement dated [ ], 2019, between the International Bank for Reconstruction and Development, as Trustee of the Climate Risk and Early Warning Systems CREWS) Trust Fund (the **"Trust Fund")** (the **"Trustee")** and the [INSERT IMPLEMENTING PARTNER FULL NAME] (the "[IMPLEMENTING PARTNER]") (the **"Agreement").**

In accordance with Section 3 of the Agreement, the Trustee hereby commits the sum of [[US$] [XXX]] to [IMPLEMENTING PARTNER] during [PERIOD], such amount reflecting the amounts approved by the Steering Committee for the Implementing Partner activities to be carried out in connection with the [Projects][Administrative Fees] listed in the Annex attached hereto; provided, however, that pursuant to Sections 3.1(d) and (e) of the Agreement, the amount of the commitment hereunder may be subject to adjustment, in accordance with the terms of the Agreement, to reflect any subsequent decrease of CREWS funding allocated for any Project or Administrative Fees for which the commitment was made by the Trustee.

Funds shall be transferred by the Trustee to the Implementing Partner to account, [account details], in accordance with the procedures set out in Section 4 of the Agreement.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as trustee for the trust fund for the Climate Risk and Early Warning Systems

By:_____
Name: _____
Title: _____

Annex

Annex B

Letter of Commitment Cancellation

[DATE]

[IMPLEMENTING PARTNER FULL NAME]

[IMPLEMENTING PARTNER ADDRESS]

THE CLIMATE RISK AND EARLY WARNING SYSTEMS (CREWS) TRUST FUND (MTO 069031):
Cancellation of Commitment of Funds to the [IMPLEMENTING PARTNER FULL NAME]

Dear Sir/Madam,

Reference is made to the Financial Procedures Agreement dated [ ], 2019, between the International Bank for Reconstruction and Development, as Trustee of the Climate Risk and Early Warning Systems Trust Fund (the **"Trust Fund")** (the **"Trustee")** and the [INSERT IMPLEMENTING PARTNER FULL NAME] (the "[IMPLEMENTING PARTNER]") (the **"Agreement").**

In accordance with Section 3.1(d) and (f) of the Agreement, the Trustee hereby notifies you that the commitment made by the Trustee in the sum of [US$] amount] for the [Project][Administrative Fees] listed in the Annex attached hereto is cancelled pursuant to the said sections.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as trustee for the trust fund for the Climate Risk and Early Warning Systems

By:_____
Name: _____
Title: _____

Annex

Annex C

CLIMATE RISK AND EARLY WARNING SYSTEMS
[IMPLEMENTING PARTNER NAME]
CASH TRANSFER REQUEST FOR PROJECTS AND CASH TRANSFER REQUEST ADMINISTRATIVE FEES

Cash Transfer Request for CREWS Projects

[CASH TRANSFER REQUEST NUMBER]

As of [DATE]
(in US dollars)

Net Cumulative Cash received from the Trustee in the [IP Trust Fund]	Net Cumulative Disbursements from the [IP Trust Fund] a/	Net Cash Position	Projected Cash Requirements for Next [6] Months	Projected Net Cash Position	Amount of Cash Transfer Request
(1)	(2)	(3) = (1) - (2)	(4)	(5) = (3) - (4)	(6)

a/ This column represents the cumulative amount disbursed from the IP Trust Fund less subsequent return of funds by project receipients to the Implementing Partner since the inception of the IP Trust Fund.

Cash Transfer Request for Administrative Fees

Net Cumulative Cash received from the Trustee in the [IP Trust Fund]	Amount of Cash Transfer Request for Fees

Bank Account Details

Bank account name:
Bank account number:
Bank name:
Bank address:
Bank SWIFT code:
Bank code:
Routing instructions:

Annex D

CLIMATE RISK AND EARLY WARNING SYSTEMS

[IMPLEMENTING PARTNER NAME]

SEMI-ANNUAL REPORT ON APPROVALS OF PROJECTS FOR THE PERIOD ENDED [DATE]
(in [US Dollars])

Trustee ID	[IP] ID	Activity Title	Beneficiary Country	Financing Instruments	SC Approval Date	SC Approved Amount	CREWS Funding Approved by [IP]	Activity Approval Date by [IP]	Activity Execution/ Implementation Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Signed: _____ Date: _____

Name: _____

Title: _____

Annex E

CLIMATE RISK AND EARLY WARNING SYSTEMS
[IMPLEMENTING PARTNER]
ANNUAL REPORT ON CANCELLATIONS OF PROJECTS AND RELATED ADMINISTRATIVE FEES

For the period ended [DATE] _____
(in [US dollars])

Trustee ID	[IP) ID	Activity Title	Financing Instruments	Funding Type (Project/Fee)	CREWS Funding approved by the SC	approved by the IP	Project Amount Cancellation	Net Project Amount	Cancellation Date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (7) - (8)	(10)

Signed: _____ Date: _____

Name: _____

Title: _____

Annex F

CLIMATE RISK AND EARLY WARNING SYSTEMS [IMPLEMENTING PARTNER]

SEMI-ANNUAL REPORT ON UNUSED FUNDS FOR PROJECTS AND ADMINISTRATIVE FEES

As of [DATE] _____

(in [US dollars])

Trustee ID	(IP] ID	Activity Title	Financing Instruments	Funding Type (Project/Fee)	CREWS Funding approved by the GC	CREWS Funding approved by the IP	Final Disbursed Amount	Final Unused Amount	Final Project Closure Date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (7) - (8)	(10)

Signed: _____ Date: _____

Name: _____

Title: _____

Annex G

CLIMATE RISK AND EARLY WARNING SYSTEMS
[IMPLEMENTING PARTNER]

ANNUAL INVESTMENT INCOME REPORT

As of [DATE] _____

(in [US dollars])

Investment Income Earned for the Reporting Period	Cumulative Investment Income Earned to date	Cumulative Investment Income Transferred to Trustee to date	Balance
(1)	(2)	([3])	(4) = (2) - (3)

Signed: _____ Date: _____

Name: _____

Title: _____

Annex H

List of Authorized Officers

[DATE]

International Bank for Reconstruction and Development,
as Trustee of the Climate Risk and Early Warning Systems Trust Fund
1818 H Street NW
Washington DC 20433
United States of America

Attention: Director, [ ]

Dear [ ]:

Financial Procedures Agreement between the Trustee and the Implementing Partner

I refer to the Financial Procedures Agreement **("Agreement")** between the International Bank for Reconstruction and Development, as Trustee of the Trust Fund for the Climate Risk and Early Warning Systems and [Full Name of the Implementing Partner] (" [acronym of IP]"), dated [ ]. For the purposes of the Agreement, any [one]/[two] 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], [Title] Specimen Signature _____

[Name], [Title] Specimen Signature _____

[Name], [Title] Specimen Signature _____

Yours truly,

[Name, Title]

Annex I

CLIMATE RISK AND EARLY WARNING SYSTEMS

ANNUAL RECONCILIATION REPORT BETWEEN TRUSTEE AND [IMPLEMENTING PARTNER]

For the period ended [DATE] _____

(in [US dollars])

Trustee ID	[IP] ID	Activity Title	Financing Instruments	GC Approval date b/	[IP] Project Execution/ Implementation Status	[IP] Project Approval Date	Trustee Commitment/ Cancellation	Financial Closure Date c/	Final Unused Amount c/	Final Used Amount c/	Trustee Net Commitment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

a/ This report includes Projects (including project preparation activities) and [IP Name] Fee.
b/ This column indicates the date of Steering Committee approval.
c/ These columns are filled in only when project is financially closed.

Signed _____ Date _____

Name _____

Title: _____

_____