

PREDLOG

EVA 2025-1811-0034

**ZAKON O RATIFIKACIJI
SPORAZUMA O USTANOVITVI VEČSTRANSKEGA INVESTICIJSKEGA SKLADA IV IN
SPORAZUMA O UPRAVLJANJU VEČSTRANSKEGA INVESTICIJSKEGA SKLADA IV**

1. člen

Ratificirata se Sporazum o ustanovitvi Večstranskega investicijskega sklada IV in Sporazum o upravljanju Večstranskega investicijskega sklada IV, sestavljena v Punta Cani v Dominikanski republiki 10. marca 2024.

2. člen

Sporazuma se v izvirniku v angleškem jeziku in prevodu v slovenskem jeziku glasita:

AGREEMENT ESTABLISHING THE MULTILATERAL INVESTMENT FUND

WHEREAS, the Multilateral Investment Fund (the “MIF I”) was created by the Agreement Establishing the Multilateral Investment Fund, dated February 11, 1992, which was renewed until December 31, 2007;

WHEREAS, the Multilateral Investment Fund II (the “MIF II”) was created by the Agreement Establishing the Multilateral Investment Fund II, dated April 9, 2005 (the “MIF II Agreement”), which entered into force on March 13, 2007, at which time the MIF I terminated and the assets and liabilities of the MIF I were assumed by the MIF II;

WHEREAS, the MIF II Agreement was renewed until December 31, 2020, pursuant to Article V, Section 2 thereof;

WHEREAS, the Multilateral Investment Fund III (the “MIF III”) was established by the Agreement Establishing the Multilateral Investment Fund III, dated April 2, 2017 (the “MIF III Agreement”), which entered into force on March 12, 2019, at which time the assets and liabilities of the MIF II became governed by the MIF III; and

WHEREAS, the MIF III Agreement was renewed until March 12, 2026, pursuant to Article V, Section 2 thereof;

WHEREAS, in recognition of the vital role of entrepreneurial innovation in addressing development challenges, fostering opportunities for poor and vulnerable populations, catalyzing dynamic economic growth, mitigating climate change, and advancing gender equality and diversity in the Latin American and Caribbean region, the donors and prospective donors listed in Schedule A of this restated Agreement Establishing the Multilateral Investment Fund IV (the “MIF IV Agreement”) (each, a “Prospective Donor”) desire to provide for an enhanced value proposition for MIF III (the “MIF IV”) in the Inter-American Development Bank (the “Bank”), which shall govern the assets and liabilities of the MIF III, and support the continuation of its activities;

WHEREAS, a multisource funding model to enhance the sustainability of the Multilateral Investment Fund (the “Fund”) has been devised to provide a more diversified funding base where donor contributions may be complemented by Bank net profit distributions (the “Income Transfers”), and the Fund may implement measures to increase its self-generated income while boosting resource mobilization from third-party organizations; and

WHEREAS, the Prospective Donors intend for the Fund to continue to complement the work of the Bank, the Inter-American Investment Corporation (the “IIC”) and other partners pursuant to the terms contemplated herein, and the administration of the Fund by the Bank to continue pursuant to the Agreement for the Administration of the Multilateral Investment Fund IV (the “MIF IV Administration Agreement”),

NOW, THEREFORE, the Prospective Donors hereby agree as follows:

ARTICLE I GENERAL PURPOSE AND FUNCTIONS

Section 1. General Purpose.

The general purpose of the MIF IV is to promote sustainable and inclusive development through the private sector by identifying, supporting, testing and piloting scalable entrepreneurial innovations that address development challenges and seeking to create opportunities for the poor and vulnerable populations, stimulate economic growth and productivity, address climate change, and advance gender equality and diversity in the regional developing member countries of the Bank and the developing member countries of the Caribbean Development Bank (the “CDB”).

Section 2. Functions.

To implement its purpose, the MIF IV shall have the following functions:

- (a) identify, test, promote and support private-sector driven innovation in the region seeking to create opportunities for poor and vulnerable populations;
- (b) promote the adoption of high impact innovation in the region, through replication and scaling;
- (c) seek to ensure that innovations that are replicated are effective and have significant development impact;
- (d) mobilize resources and crowd-in partners for scale;
- (e) promote knowledge creation and learning;
- (f) operate in close alignment with the Bank and the IIC as a means to enhance effectiveness;
- (g) address climate change, environment, gender equality and diversity, in the full range of its activities;
- (h) enhance its development effectiveness through the establishment of specific goals and measurable results;
- (i) seek to increase self-generated income in line with the objectives of enhancing long-term financial sustainability;
- (j) adopt risk levels in accordance with its mandate to test the success and failure of innovative solutions;
- (k) complement the work in the region of the Bank, the IIC and other partners; and
- (l) strengthen synergies with the Bank and IIC.

ARTICLE II CONTRIBUTIONS TO THE FUND

Section 1. Instruments of Acceptance and Contribution.

(a) As soon as reasonably possible after its ratification, acceptance or approval of this MIF IV Agreement, each Prospective Donor shall deposit with the Bank an instrument indicating that it has so ratified, accepted or approved this MIF IV Agreement (an “Instrument of Acceptance”), and also, or as soon as possible thereafter, an instrument in which it agrees to pay to the Fund (an “Instrument of Contribution”) the amount set forth next to its name in Schedule A of this MIF IV Agreement (“Schedule A”) (any such contribution a “Schedule A Contribution”), whereupon a Prospective Donor shall become a Donor under this MIF IV Agreement.

(b) Each Donor shall pay its Schedule A Contribution in four equal annual installments (an “Unqualified Contribution”) as indicated in its Instrument of Contribution. The first installment is due and payable within 60 days after the date this MIF IV Agreement enters into force, pursuant

to Article V, Section 1 (the "MIF IV Effective Date"). Each Donor shall pay the second, third and fourth installments within 60 days of the one-, two- and three-years' anniversary of the MIF IV Effective Date, respectively. Donors may make advance payments. Any Donor that deposits an Instrument of Contribution more than 60 days after the MIF IV Effective Date shall within 60 days after its deposit of such instrument pay the first installment and any subsequent installment which has become due.

(c) Notwithstanding the provisions of paragraph (b) of this Section regarding Unqualified Contributions, as an exceptional case, a Donor may provide in its Instrument of Contribution that payment of all installments is subject to subsequent budgetary appropriations, and in which it undertakes to seek to obtain the necessary appropriations to pay the full amount of each installment by the payment dates referred to in paragraph (b) (a "Qualified Contribution"). Payment of an installment due after any such date shall be made within 30 days after the requisite appropriations have been obtained.

(d) The Donors Committee may, by a vote of at least two-thirds of Donors representing not less than three-quarters of the total voting power of Donors, approve that the Fund accept contributions (in addition to initial Schedule A Contributions or Income Transfers) ("Individual Additional Contributions") by Donors that are borrowing countries or by Founding Donors, on such terms as the Donors Committee may determine. Donors may pay in Individual Additional Contributions, in general, in accordance with Article II, Section 1, paragraph (b). If applicable, a Donor may exceptionally provide in its Instrument of Contribution pertaining to such Individual Additional Contributions that its new contribution is a Qualified Contribution as described in paragraph (c) of this Section 1.

(e) If the Instruments of Acceptance and Contribution corresponding to the Schedule A Contributions are not deposited within 3 years from the MIF IV Effective Date, then the Secretary of the Bank shall send a notification to the relevant Donors and/or Prospective Donors, advising that such deposit should be made within 12 months from the date of such notification. To the extent that the Instruments of Acceptance and Contribution are not deposited within the timeframe established in the referenced notification, the Donors Committee shall initiate a process to secure new contributions ("Substitute Contributions") from Donors that opt to participate to cover the relevant portion of the respective Schedule A Contributions as described in paragraph (f) below. The Donors Committee may exceptionally approve temporary exemptions from such Schedule A Contribution substitution in special and well-justified circumstances. Donors and/or Prospective Donors which have not deposited their respective Instruments of Acceptance and Contribution or are not current with the payments of their Schedule A Contributions shall not be eligible to make said Substitute Contributions.

(f) Schedule A Contributions by borrowing countries may only be substituted by borrowing country Donors, except that if Substitute Contributions by borrowing country Donors are absent or insufficient to cover the relevant portion of Schedule A Contributions, Donors that contributed to MIF I ("Founding Donors") may make Substitute Contributions to cover any gap. Schedule A Contributions by non-borrowing countries may only be substituted by non-borrowing countries which are Founding Donors, except that if Substitute Contributions by non-borrowing Founding Donors are absent or insufficient to cover the relevant portion of Schedule A Contributions, any Founding Donor may make Substitute Contributions to cover any gap. If the total combined amounts of intended Substitute Contributions exceed the relevant portion of Schedule A Contributions, the relevant portion of Schedule A Contributions subject to substitution shall be allocated proportionally on a pro-rata basis with respect to the relevant Donor's intended Substitute Contributions. All Substitute Contributions by the relevant Donors should be determined within 180 days following the 12-month period referenced in paragraph (e) above, or another period to be determined by the Donors Committee. If applicable, a Donor may

exceptionally provide in its Instrument of Contribution pertaining to Substitute Contributions that the Substitute Contribution is a Qualified Contribution as described in paragraph (c) of this Section 1. The Donors Committee shall have the authority to approve and/or make any decisions necessary to implement the process described in paragraph (e) above and in this paragraph.

(g) The payment of any Schedule A Contribution shall be subject to the prior payment of remaining contributions toward MIF III ("Remaining MIF III Contributions").

(h) Portions of any Remaining MIF III Contributions that are paid in on or after the MIF IV Effective Date shall not be considered for the purpose of calculation of voting power under Article IV, Section 4, paragraph (b).

(i) The Donors Committee may at such time as it deems appropriate in the light of the schedule of payments of the Schedule A Contributions and the Fund's operations, review the adequacy of its resources and, if it deems it desirable, in consultation with the Boards of Governors of the Bank and the IIC, authorize a general increase in the Donor contributions ('General Additional Contributions') which shall entail new contributions from Donors that opt to participate, on such terms and conditions as the Donors Committee shall determine, by a vote of at least two-thirds of the Donors representing not less than three-quarters of the total voting power of the Donors, and following the pledging process approved to determine the amounts of Schedule A Contributions; provided that any deviation from such process shall require the approval of the Donors Committee. If applicable, a Donor may exceptionally provide in its Instrument of Contribution pertaining to such General Additional Contribution that its new contribution is a Qualified Contribution as described in paragraph (c) of this Section 1.

Section 2. Measures to incentivize timely payment.

(a) Any Donor which pays the full amount of its Schedule A Contribution within one year of the MIF IV Effective Date may reduce such payment by 5% of the total amount of its Schedule A Contribution. Such reduction shall be 3% if the total amount is received within two years of the MIF IV Effective Date. For the purpose of calculation of voting power under Article IV, Section 4, in the case of such advanced payments, voting power shall be calculated based on those amounts originally payable as of the date of each annual installment set forth in paragraph (b) of Section 1.

(b) Failure by a Donor to pay any portion of its respective Schedule A Contribution by the second anniversary from the MIF IV Effective Date shall result in the temporary inability of such Donor to have its representative fulfill the role of individual speaker or speaker of a country cluster (as applicable, pursuant to Article IV, Section 3, paragraph (b)) at Donors Committee meetings. In such case, the Secretary of the Bank shall send a notification to Donors indicating which Donors are subject to said measure as of the following Donors Committee meeting. Said measure shall be lifted by notice of the Secretary of the Bank once all pending payments have been made in full. If a Donor subject to this measure is part of a country cluster and would otherwise be fulfilling the role of speaker, such speaker role shall be fulfilled by another Donor from the respective cluster until the measure is lifted. Donors subject to this measure shall nevertheless retain all other rights as Donors, including the right to vote, the right to receive information, the right to attend meetings (without a voice) and the right to submit an individual written statement which shall be attached to the minutes of the respective Donors Committee meeting, if the relevant Donor so requests. This measure shall apply regardless of whether the relevant Donor has deposited its respective Instruments of Acceptance and Contribution.

(c) For the purpose of calculation of voting power pursuant to Article IV, Section 4, any

Schedule A Contributions that are not paid in a timely manner shall be subject to an adjustment factor of 0.80 commencing after the second anniversary the MIF IV Effective Date, and 0.70 after the fifth anniversary of the MIF IV Effective Date. This adjustment factor shall be applied to the amount of Schedule A Contributions that is not paid on time, and the resulting amount shall be considered for the purpose of calculating the voting power of the relevant Donor during the term of this MIF IV Agreement. Schedule A Contributions paid on time shall not be subject to an adjustment factor and shall be considered at face value for the purpose of calculation of voting power. The application of the referenced adjustment factors shall be based on the payment schedule described in this MIF IV Agreement, regardless of when the relevant Donor deposits the corresponding Instruments of Acceptance and Contribution.

(d) From the second anniversary of the MIF IV Effective Date, non-reimbursable financing with MIF IV resources shall only be approved for Donors with no pending Schedule A Contribution payments, including for the purposes of regional operations. This restriction shall not apply to (i) operations for the generation of knowledge with regional benefits or (ii) to operations in fragile countries, as determined by the Donors Committee. This measure shall apply regardless of whether the relevant Donor has deposited its respective Instruments of Acceptance and Contribution.

Section 3. Payments.

(a) Payments due under this Article shall be made in any freely convertible currency or in a Special Drawing Rights (a "SDR") component currency or in non-negotiable non-interest-bearing promissory notes (or similar securities) denominated in such currency to be paid on demand to meet the four installment dates (a "Paid-in Contribution"). Payments to the Fund in a freely convertible currency, which are transferred from a trust fund of a Donor, shall be deemed to be paid towards the amount due from that Donor when transferred.

(b) Such payments shall be made to an account or accounts established specially for that purpose by the Bank, and such notes shall be deposited in that account or with the Bank, as the Bank shall determine.

(c) To determine amounts due for each Donor paying in a convertible currency other than the U.S. dollar, the U.S. dollar amount opposite its name in Schedule A shall be converted into the currency of payment at the IMF representative exchange rate for that currency calculated by averaging those rates on a daily basis during the six-month period ending on December 31, 2023.

ARTICLE III OPERATIONS OF THE FUND

Section 1. General.

The Fund has a distinct role within its association with the Bank and the IIC and should complement and support their activities as directed by the Donors Committee. To carry out its purpose the Fund shall, where appropriate, draw on the strategies and policies of the Bank and the IIC, and the programs for the respective country.

Section 2. Operations.

To carry out its purpose, the Fund shall provide financing in the form of grants, loans, guarantees, quasi-equity and equity or any combination thereof; or other financial instruments, as the Fund

may require in order to fulfill its purpose. The level of grants within the Fund's program of operations will be determined by the Donors Committee, and the total amount of non-reimbursable financing approved in any given year shall not exceed the total amount of reimbursable financing that is approved in such year, in line with the goal of enhanced financial sustainability. The Fund may also provide advisory services, including fee-based advisory services. Financing and advisory services may be provided to private sector entities, as well as governments, government agencies, sub-national entities, non-governmental organizations, or others, to support operations that further the Fund's purpose.

Section 3. Principles for Fund Operations.

(a) Financing from the Fund shall be provided under the terms and conditions of this MIF IV Agreement consistent with the rules set out in Articles III, IV and VI of the Agreement Establishing the Inter-American Development Bank (the "Charter"), and, where appropriate, the policies of the Bank and the IIC applicable to their own operations. All regional developing member countries of the Bank and the CDB are potentially eligible recipients of financing from the Fund to the extent that they are eligible beneficiaries of financing from the Bank.

(b) The Fund shall continue its practice of sharing the cost of operations with executing agencies, encouraging appropriate counterpart funding and adhering to the principle of not crowding out private sector activities.

(c) In deciding on providing grant funds, the Donors Committee shall pay particular attention to the commitment of specific member countries to the mandate established for the MIF IV, the potential to create opportunities for the poor and vulnerable populations, climate change and promotion of gender equality and diversity, and the implementation of the guiding principles for the Fund's activities.

(d) Financing in the territories of countries which are members of the CDB, but not the Bank, shall be conducted in consultation and agreement with, or through, the CDB and under such conditions, consistent with the principles of this Section, as the Donors Committee shall decide.

(e) Fund resources shall not be used to finance or pay for project expenses which have been incurred prior to the date the Fund resources may be available.

(f) Grants may be made available on a basis which permits contingent recovery of funds disbursed in appropriate cases.

(g) The Fund shall not be used to finance any undertaking in the territory of a regional developing member country of the Bank if that member objects to such financing.

(h) Fund operations shall include specific goals and measurable results. The developmental impact of the Fund's operations shall be measured in accordance with a results framework that takes into account the purpose and functions of the Fund as stated in Article I, and is to reflect best practices to the effect of:

- i. The measurement of project-level and fund-level results and impacts, the Fund's efficiency, the degree of innovation, and the success at scaling-up innovation, lesson learning and knowledge;
- ii. a framework for evaluating project-level and portfolio results and impacts, and the appropriate measurement and evaluation tools; and
- iii. public dissemination of results.

(i) Fund operations shall aim to achieve specific results and contribute to broader impacts across the region, aiming to address poverty and vulnerability, support gender equality and diversity, and/or climate and environment objectives, and adopt corresponding operational targets for these objectives. Likewise, Fund operations shall aim to generate benefits such as better access to quality essential services, education and health, through the creation of new or better-quality jobs, through the expansion of financial services, and/or through better technology and climate resilience, with a target for people benefitted. Fund operations shall also aim to benefit firms in the micro, small and medium enterprise and startup segments, for example by improving their productivity, business performance, and resilience to climate change, with a target for firms benefitted. In addition, Fund operations shall aim to scale the reach of their impact with a target for scaled projects.

(j) Fund operations shall be designed and executed in order to maximize efficiency and development impact. The Donors Committee may approve partnering with local entities for project preparation and execution.

ARTICLE IV THE DONORS COMMITTEE

Section 1. Composition.

Each Donor may participate in and appoint a representative to meetings of the Donors Committee.

Section 2. Responsibilities.

The Donors Committee shall be responsible for the provision of high-level strategic guidance, operational direction and comprehensive oversight across all Fund affairs, and the approval of proposals for operations of the **Fund and shall seek to maximize the Fund's comparative advantage** through operations with high developmental benefits, efficiency, innovation, and impact in accordance with the functions of the Fund as specified in Article I, Section 2. The Donors Committee shall consider operations that follow such functions and decline to consider, or phase out, those that do not. In the fulfilling of its responsibilities, the Donors Committee shall strive for efficiencies and focus its attention on strategic matters, which could involve delegating authority for the approval of certain operations under a threshold to be defined by Donors.

Section 3. Meetings.

(a) The Donors Committee shall meet at the principal office of the Bank as often as the business of the Fund requires. The Secretary of the Bank (serving as Secretary of the Committee) or any Donors Committee Representative may call a meeting. As necessary the Donors Committee shall determine its organization, rules of operation and procedures. A quorum for any meeting of the Donors Committee shall be a majority of the total number of representatives representing not less than three-fourths of the total voting power of the Donors. Prospective Donors may attend meetings of the Donors Committee as observers.

(b) The 3 borrowing Donors with the largest share of voting power in the Fund may each designate an individual speaker for the purposes of Donors Committee meetings. Similarly, the 3 non-borrowing Donors with the largest share of voting power in the Fund may each designate an individual speaker for the purposes of Donors Committee meetings. For the purpose of designation of each of the 6 individual speakers, should two or more Donors have the same voting power, the sum of each such Donor's contributions to MIF I, MIF II and MIF III (as applicable) shall be considered. The other Donors may designate up to 7 speakers which shall each represent

a country cluster for the purposes of Donors Committee meetings. Any Donor country that is part of a cluster and whose representative is not the designated country cluster speaker may submit individual written statements on any matter addressed in a Donors Committee meeting, which shall be attached to the respective minutes if the relevant Donor so requests. Representatives who are not speakers may attend meetings and may exceptionally make an oral statement during a meeting. Voting on all issues shall be exercised by individual Donor countries based on corresponding voting power pursuant to Section 4 of this Article IV. The establishment of country clusters shall be a collaborative effort among Donors, with a focus on achieving a balanced representation of both borrowing and non-borrowing donors, as well Donors with relative larger and smaller shares of contributions.

(c) Upon the MIF IV Effective Date, the Donors Committee shall be organized with individual and cluster speakers as described in paragraph (b) above. For the purpose of designation of individual speakers, voting power shall be calculated using the formula described in Section 4 of this Article IV, except that the definition of “B” shall be understood as one fourth of the total amount of Schedule A Contributions and the definition of “C” shall be understood as one seventh of the expected total amount of Income Transfers. Only Donors that have paid in full any Remaining MIF III Contributions shall be eligible to designate an individual or cluster speaker at this instance. Upon the third anniversary of the MIF IV Effective Date, the Donors Committee shall be reorganized as follows: for the purpose of designation of individual speakers, voting power shall be calculated using the formula described in Section 4 of this Article IV, except that the definition of “B” shall be understood as the total amount of Schedule A Contributions with Instruments of Acceptance deposited, and the definition of “C” shall be understood as the amount of Income Transfers then already effected. Upon the sixth anniversary of the MIF IV Effective Date, the Donors Committee shall be reorganized as follows: for the purpose of designation of individual speakers, voting power shall be calculated using the formula described in Section 4 of this Article IV, except that the definition of “B” shall be understood as the amount of Schedule A Contributions that has been paid in, and the definition of “C” shall be understood as the amount of Income Transfers effected.

Section 4. Voting.

(a) The Donors Committee shall attempt to reach decisions by consensus. In cases where a decision cannot be reached by consensus after reasonable efforts, and unless otherwise specified in this MIF IV Agreement, the Donors Committee shall reach decisions by a two-thirds majority of the total voting power.

(b) The total voting power of each Donor shall consist of:

- (i) An amount equal to (A) the sum of MIF III’s “Estimated Fund Balance and Net Present Value Methodology” as of the last day of the MIF III Agreement, multiplied by the Donor’s MIF III Voting Power (as defined below), plus (B) such Donor’s paid-in Schedule A Contribution, plus (C) the total of Income Transfers made, multiplied by such Donor’s proportional share thereof. This sum is to be divided by:

The sum of MIF III’s “Estimated Fund Balance and Net Present Value Methodology” as of the last day of the MIF III Agreement, plus the total paid in Schedule A Contributions, plus Income Transfers made.

- (ii) “MIF III Voting Power” is the sum of the Donor’s proportional contribution to MIF I and MIF II multiplied by \$120,600,000, plus such Donor’s paid-in contributions to MIF III. This sum is to be divided by:

The Donor's total paid-in contributions to MIF III as of the last day of the MIF III Agreement, plus \$120,600,000.

- (iii) Voting power shall be adjusted quarterly as of the MIF IV Effective Date.
- (iv) Voting power shall be subject to an adjustment factor pursuant to Article II, Section 2, paragraph (c), if applicable.

Section 5. Reporting and Evaluation.

When approved by the Donors Committee, the annual information statement submitted under Article V, Section 2(a) of the MIF IV Administration Agreement shall be forwarded to the Bank's Board of Executive Directors. The Donors Committee may request that an independent evaluation by the Bank's Office of Evaluation and Oversight or by another evaluator as deemed appropriate by the Donors Committee be carried out no later than the fourth anniversary of the MIF IV Effective Date, and at least every five years thereafter, payable with resources of the Fund, to review Fund results in light of the purpose and functions of this MIF IV Agreement; this evaluation shall continue to include an assessment of the results of project groups, based on benchmarks and indicators, for aspects such as relevance, effectiveness, efficiency, innovation, sustainability and additionality, and progress, with regard to the implementation of recommendations approved by the Donors Committee. Donors shall meet to discuss each such independent evaluation no later than the following annual meeting of the Board of Governors of the Bank.

ARTICLE V TERM OF THE MIF IV AGREEMENT

Section 1. Entry into Force.

This MIF IV Agreement shall enter into force on any date on which Prospective Donors representing at least 60% of the total new contribution amounts to the MIF IV set forth in Schedule A Contributions have deposited their Instruments of Acceptance and Contribution, whereupon the MIF III Agreement shall be restated as this MIF IV Agreement and all assets and liabilities of the MIF III shall be governed by MIF IV.

Section 2. Term of this MIF IV Agreement.

This MIF IV Agreement shall remain in force for a period of seven years as of the Effective Date, and may be renewed for additional periods of up to seven years. Prior to the end of the initial period or any renewal period, the Donors Committee shall consult with the Bank about the advisability of extending the operations of the Fund for the renewal period. At that time, the Donors Committee, acting by a vote of at least two-thirds of the Donors representing not less than three-quarters of the total voting power of the Donors, may extend this MIF IV Agreement for the agreed upon renewal period. The renewal of the MIF IV period would not represent an extension of the schedule of Income Transfers.

Section 3. Termination by the Bank or the Donors Committee.

This MIF IV Agreement shall terminate in the event that the Bank suspends or terminates its own operations under Article X of the Charter. This MIF IV Agreement shall also terminate in the event that the Bank terminates the MIF IV Administration Agreement under Article VI, Section 3 thereof. The Donors Committee may decide to terminate this MIF IV Agreement at any time by a vote of at least two-thirds of the Donors representing not less than three-quarters of the total voting power of the Donors.

Section 4. Distribution of Fund Assets.

Upon termination of this MIF IV Agreement, the Donors Committee may direct the Bank to make a distribution of assets to Donors after all the liabilities of the Fund are discharged or provided for. Any such distribution of remaining assets shall be made in proportion to each Donor's voting power under Article IV, Section 4. Balances remaining in any notes or similar securities shall be canceled to the extent payment thereunder is not required to meet Fund liabilities. Alternatively, the Donors Committee may, in consultation with the Board of Governors of the Bank, decide to reallocate assets for alternative purposes consistent with the purpose of the Fund.

ARTICLE VI GENERAL PROVISIONS

Section 1. Adherence of new Donors to this MIF IV Agreement.

(a) This MIF IV Agreement may be adhered to by any member of the Bank which is not listed on Schedule A. Any such country may adhere to this MIF IV Agreement and become a Donor by (i) depositing an Instrument of Acceptance and an Instrument of Contribution in an amount, and on dates and conditions, approved by the Donors Committee, which shall reach decision by a vote of at least two-thirds of the Donors representing not less than three-quarters of the total voting power of the Donors, or (ii) depositing a letter of adhesion to the MIF IV Agreements associated with Income Transfers.

(b) Adherence to this MIF IV Agreement by non-members of the Bank shall be subject to such other conditions as the Donors Committee may establish, including, without limitation, with respect to participation in the Donors Committee and appointment of a representative.

Section 2. Amendment.

(a) This MIF IV Agreement may be amended by the Donors Committee, which shall reach decision by a vote of at least two-thirds of the Donors representing not less than three-quarters of the total voting power of the Donors. The approval of all Donors shall be required for an amendment to this Section, to the provisions of Section 3 of this Article which limit the liabilities of Donors, or an amendment which increases the financial or other obligation of Donors, or an amendment to Article V, Section 3.

(b) Notwithstanding the provisions of paragraph (a) of this Section, any amendment which increases the existing obligations of the Donors under this MIF IV Agreement or involves new obligations of the Donors shall take effect for each Donor which has notified its acceptance in writing to the Bank.

Section 3. Limitations on Liability.

In the operations of the Fund, the financial liability of the Bank shall be limited to the resources and reserves (if any) of the Fund, and the liability of Donors as Donors shall be limited to the unpaid portion of their respective contributions that has become due and payable.

Section 4. Withdrawal.

(a) After full payment under a Qualified Contribution or an Unqualified Contribution, any Donor may withdraw from this MIF IV Agreement by delivering to the Bank at its principal office

written notice of its intention to do so. Such withdrawal shall become finally effective on the date specified in the notice but in no event less than 6 months after the notice is delivered to the Bank. However, at any time before the withdrawal becomes finally effective, the Donor may notify the Bank in writing of the cancellation of its notice of intention to withdraw.

(b) When a Donor has withdrawn from this MIF IV Agreement, it shall remain liable for all its obligations under this MIF IV Agreement, which shall have been in effect before the effective date of its notice of withdrawal.

(c) Arrangements for settling respective claims and obligations, entered into by the Bank and a Donor pursuant to Article VII, Section 7 of the MIF IV Administration Agreement, shall be subject to approval by the Donors Committee.

Section 5. Donors in Schedule A.

Notwithstanding anything to the contrary in this MIF IV Agreement, all countries listed on Schedule A shall have the treatment afforded to “Donors” under this MIF IV Agreement immediately upon the MIF IV Effective Date.

IN WITNESS WHEREOF, this MIF IV Agreement is done in English, French, Portuguese and Spanish texts which are equally authentic and which shall be deposited in the archives of the Bank, and the Bank shall transmit a duly certified copy to each of the Prospective Donors listed in Schedule A of this MIF IV Agreement.

Done in Punta Cana, Dominican Republic, on the 10th day of March, 2024.

SCHEDULE A **

CONTRIBUTION QUOTAS OF PROSPECTIVE DONORS TO THE MULTILATERAL INVESTMENT FUND IV¹

Country	U.S. Dollar Equivalent of Contribution ²
Argentina	\$ 12,450,592.89 *
Bahamas	\$ 2,075,098.81
Barbados	\$ 2,075,098.81
Belize	\$ 691,699.60 *
Bolivia	\$ 2,075,098.81 *
Brazil	\$ 12,450,592.89 *
Canada	\$ 2,218,124.44
Chile	\$ 6,916,996.05
China	\$ 8,700,000.00 *
Colombia	\$ 7,608,695.65
Costa Rica	\$ 2,766,798.42 *
Dominican Republic	\$ 4,150,197.63 *
Ecuador	\$ 4,150,197.63
El Salvador	\$ 2,766,798.42 *
France	\$ -
Guatemala	\$ 2,766,798.42 *
Guyana	\$ 691,699.60
Haiti	\$ 138,339.92
Honduras	\$ 3,458,498.02
Israel	\$ 3,000,000.00
Italy	\$ -
Jamaica	\$ 1,383,399.21 *
Japan	\$ 40,000,000.00 *
Korea	\$ 4,000,000.00 *
Mexico	\$ 12,450,592.89 *
Netherlands	\$ -
Nicaragua	\$ -
Panama	\$ 5,533,596.84
Paraguay	\$ 4,565,217.39 *
Peru	\$ 6,916,996.05 *
Portugal	\$ -
Spain	\$ 34,331,875.56
Suriname	\$ 691,699.60
Sweden	\$ 3,350,000.00 *

** If additional pledging of contributions takes place prior to the MIF IV Effective Date (per Annex 1 of document AB-3399 and CII/AB-1685) or Individual Additional Contributions are made on or after the MIF IV Effective Date (per Article 2, Section 1(d)), this Schedule A shall be updated to reflect the referred additional pledging of contributions and distributed to the Donors Committee and to the Bank and the IIC Boards of Governors for information following the MIF IV Effective Date. In such case, the referenced updated version shall be considered the final version of Schedule A.

¹ For the avoidance of doubt and as set out in the recitals to this Agreement, this Schedule A includes Donors that adhered to the MIF III Agreement and who retain their **status as "Donors" pursuant to Article VI, Section 5 of this Agreement.**

² In the case of pledges made in currencies other than U.S. dollars, calculated at IMF representative exchange rates arrived at by averaging rates on a daily basis during the six- month period ending on December 31, 2023.

* The Prospective Donor has indicated the expectation of a Qualified Contribution in accordance with Article II, Section 1 (c) of the MIF IV Agreement.

Switzerland	\$	2,400,000.00	*
Trinidad and Tobago	\$	2,075,098.81	*
United Kingdom	\$	-	
United States of America	\$	-	
Uruguay	\$	4,150,197.63	*
Venezuela	\$	-	
Total:	\$	203,000,000.00	

AGREEMENT FOR THE ADMINISTRATION OF THE MULTILATERAL INVESTMENT FUND IV

WHEREAS, the Multilateral Investment Fund (the “MIF I”) was created by the Agreement Establishing the Multilateral Investment Fund, dated February 11, 1992, which was renewed until December 31, 2007;

WHEREAS, the Multilateral Investment Fund II (the “MIF II”) was created by the Agreement Establishing the Multilateral Investment Fund II, dated April 9, 2005 (the “MIF II Agreement”), which entered into force on March 13, 2007, at which time the MIF I terminated and the assets and liabilities of the MIF I were assumed by the MIF II;

WHEREAS, the MIF II Agreement was renewed until December 31, 2020, pursuant to Article V, Section 2 thereof, and was restated by the Agreement Establishing the Multilateral Investment Fund III, dated April 2, 2017, which entered into force on March 12, 2019 (the “MIF III Agreement”);

WHEREAS the Multilateral Investment Fund (the “Fund”) is administered by the Inter-American Development Bank (the “Bank”) pursuant to the Agreement for the Administration of the Multilateral Investment Fund II dated as of April 9, 2005, as restated by the Agreement for the Administration of the Multilateral Investment Fund III dated as of April 2, 2017 which entered into force on March 12, 2019 (the “MIF III Administration Agreement”);

WHEREAS, the MIF III Agreement has been renewed until March 12, 2026 pursuant to Article V, Section 2 thereof, and the MIF III Administration Agreement was concurrently renewed, and shall remain in force as long as the MIF III Agreement remains in force, as contemplated in Article VI, Section 2 thereof;

WHEREAS, as of the date of its entry into force, the Agreement Establishing the Multilateral Investment Fund IV (the “MIF IV Agreement”) will have been adopted by the donors and the prospective donors listed in Schedule A to the MIF IV Agreement (each, a “Prospective Donor” and, upon adherence thereto as contemplated in Article II, Section 1(a) thereof or pursuant to Article VI, Section 5 thereof, a “Donor”), to provide for a renewed MIF (the “Fund”) in the Bank and ensure the continuation of its activities beyond March 12, 2026;

WHEREAS, the Donors also wish to amend and restate the MIF III Agreement and adopt this Agreement for the Administration of the Multilateral Investment Fund IV (the “MIF IV Administration Agreement”), which, upon the entry into force of the MIF IV Agreement, shall replace the MIF III Administration Agreement;

WHEREAS, the Fund can continue to complement the work of the Bank, the Inter-American Investment Corporation (the “IIC”) and other partners pursuant to the terms of the MIF IV Agreement; and

WHEREAS, the Bank, to fulfill its purposes and in pursuit of its objectives, has agreed to continue to administer the Fund pursuant to and in accordance with the MIF IV Agreement,

NOW, THEREFORE, the Bank and the Donors hereby agree as follows:

ARTICLE I ADMINISTRATION OF THE FUND

The Bank shall continue to be the administrator of the Fund. The Bank shall administer the Fund and carry out its operations in accordance with the MIF IV Agreement and provide depositary and other services in connection therewith. In the administration of the Fund, the Bank shall endeavor to seek synergies and promote efficiencies among the Bank, the IIC and the Fund. The Bank shall maintain the Office of the Multilateral Investment Fund as the office within the Bank organization entrusted with administering and carrying out Fund operations and programs as contemplated in this MIF IV Administration Agreement.

ARTICLE II OPERATIONS OF THE FUND

Section 1. Operations.

(a) In administering the Fund and carrying out its operations, the Bank shall undertake the following duties:

- (i) to identify, develop, prepare and propose, or arrange for the identification, development and preparation of, operations to be financed with the resources of the Fund according to its purpose and functions as established in the MIF IV Agreement, Article I, Sections 1 and 2, and taking into consideration the risk profile of operations to be financed with the resources of the Fund and the activities of the Bank and the IIC;
- (ii) to prepare, or make available, memoranda or information requested by the Donors Committee, to be transmitted or made available to the Board of Executive Directors of the Bank not less than every quarter for its information;
- (iii) to present proposals for specific operations to the Donors Committee for final approval;
- (iv) to identify and present areas of strategic focus, consistent with the MIF IV Agreement, for consideration by the Donors Committee;
- (v) to execute and oversee, or arrange for the execution and oversight, of all operations approved by the Donors Committee and others under the Fund's administration;
- (vi) to implement a system for measuring results of operations based on the criteria contemplated in Article III, Section 3(h) of the MIF IV Agreement;
- (vii) to administer the accounts of the Fund, including investment of the funds as specified in Article IV, Section 1(c) hereof;
- (viii) to disseminate lessons learned from Fund operations and activities for the purposes of furthering the sharing of knowledge, improving project design, building the capacity of private-sector partners and engaging the private sector in the development process; and

(ix) to mobilize third-party resources that will help boost the Fund's operations and their overall impact.

(b) Subject to approval of the Donors Committee, the Bank may request that the IIC administer or execute operations or individual programs when those operations and programs fall within the capabilities and expertise of the IIC.

Section 2. Chairman and Secretary.

The President of the Bank shall be the Chairman ex officio of the Donors Committee. The Secretary of the Bank shall be secretary of the Donors Committee and shall provide secretarial services, facilities and other support services to facilitate the work of the Donors Committee. In that capacity the Secretary shall also call meetings of the Donors Committee, and at a minimum of 14 days prior to a meeting shall distribute the principal documents for the meeting and an agenda to the representative of each Donor designated pursuant to Article IV, Section 1 of the MIF IV Agreement.

ARTICLE III DEPOSITARY FUNCTIONS

Section 1. Depositary for Agreements and Documents.

The Bank shall be depositary for this MIF IV Administration Agreement, the MIF IV Agreement, the Instruments of Acceptance and Contribution (as defined in Article II, Section 1(a) of the MIF IV Agreement) and all other Fund-related documents.

Section 2. Establishment of Accounts.

The Bank shall establish an account or accounts of the Bank as administrator of the Fund, to receive payments from Donors pursuant to Article II, Section 2 of the MIF IV Agreement. The Bank shall administer such accounts in accordance with this MIF IV Administration Agreement.

ARTICLE IV AUTHORITY OF THE BANK AND OTHER MATTERS

Section 1. Basic Authority.

(a) The Bank represents that it has authority under Article VII, Section 1(v) of the Agreement Establishing the Inter-American Development Bank (the "Charter") to carry out the provisions of this MIF IV Administration Agreement and that the activities undertaken pursuant hereto will help fulfill the purposes of the Bank.

(b) Except as provided otherwise in this MIF IV Administration Agreement, the Bank shall have the authority to perform all acts and enter into all contracts necessary to carry out its functions hereunder.

(c) The Bank shall invest monies of the Fund, not needed in its operations, in the same type of securities in which it invests its own funds under its investment authority.

Section 2. Standard of Care.

The Bank shall exercise the same care in the discharge of its functions under this MIF IV Administration Agreement as it exercises with respect to the administration and management of its own affairs.

Section 3. Expenses.

(a) The Bank, the IIC and the Fund shall each bear the expenses of their own activities and shall reimburse each other, as appropriate, when undertaking activities on behalf of another.

(b) The Bank shall be reimbursed from the Fund for both direct and indirect costs for its activities related to the Fund and those of the IIC, including costs identified in service level agreements with the Bank or the IIC, remuneration of the staff of the Bank or the IIC for the time actually dedicated to the administration of the Fund, travel, per diem, communication expenses and other similar, directly-identifiable expenses, calculated and recorded separately as expenses of administering the Fund and carrying out its operations.

(c) The procedure for determining and calculating the expenses to be reimbursed to the Bank, and the criteria governing reimbursement of the costs described in this Section is to be agreed by the Bank and the Donors Committee and may be reviewed from time to time at the proposal of the Bank or the Donors Committee, and the application of any changes resulting from such review shall require agreement of the Bank and the Donors Committee.

Section 4. Cooperation with National and International Organizations.

In the administration of the Fund, the Bank may consult and cooperate with national and international organizations, both public and private, operating in the fields of social and sustainable economic development, when that would help achieve the purpose of the Fund or maximize efficiency in the use of the resources of the Fund.

Section 5. Project Evaluation.

In addition to the evaluations requested by the Donors Committee, the Bank shall evaluate the portfolio of operations it has undertaken under this MIF IV Administration Agreement, with project, thematic and portfolio reviews, and will report on the results of these reviews to the Donors Committee.

ARTICLE V ACCOUNTING AND REPORTING

Section 1. Separation of Accounts.

The Bank shall account for the resources and operations of the Fund in such a way as to permit the identification of the assets, liabilities, income, costs and expenses pertaining to the Fund separate and independent of all other operations of the Bank. The accounting system used shall also permit the identification and recording of the origin of the various resources received by virtue of this MIF IV Administration Agreement and the funds generated by them, as well as their application. The books of the Fund shall be kept in dollars of the United States of America, for which purpose translations between currencies shall be made at the rate of exchange in effect and used by the Bank at the time of each transaction.

Section 2. Reporting.

(a) As long as the present MIF IV Administration Agreement shall remain in force, the Administration of the Bank shall present the following information each year in an annual information statement to the Donors Committee within 180 days after the close of its fiscal year:

- (i) a statement of assets and liabilities of the Fund, a statement of cumulative receipts and expenditures to the Fund and a statement of the origin and use of resources of the Fund, with such explanatory notes as may be pertinent;
- (ii) information on the progress and results of the projects, programs and other operations of the Fund and on the status of applications presented to the Fund; and
- (iii) information on the results of Fund operations based on the criteria contemplated in Article III, Section 3(i) of the MIF IV Agreement.

(b) The statements referred to in paragraph (a) of this Section shall be prepared according to the accounting principles used by the Bank in its own operations or any accounting principles approved by the Donors Committee, and shall be presented together with an opinion issued by the same independent firm of public accountants as designated by the Board of Governors of the Bank for the auditing of the financial statements of the Bank. The fees of the independent firm of accountants shall be charged to the resources of the Fund.

(c) The Bank shall produce an annual report and quarterly reports containing information with respect to the receipts and disbursement of, and balances in, the Fund.

(d) The Donors Committee may also require the Bank, or the firm of public accountants referred to in paragraph (b), to provide other reasonable information concerning the operations of the Fund and the audit statements presented.

ARTICLE VI TERM OF THE MIF IV ADMINISTRATION AGREEMENT

Section 1. Entry into Force.

This MIF IV Administration Agreement shall enter into force on the date the MIF IV Agreement enters into force.

Section 2. Duration.

(a) This MIF IV Administration Agreement shall remain in force as long as the MIF IV Agreement remains in force. Upon termination of the MIF IV Agreement, or upon termination of this MIF IV Administration Agreement under Section 3 of this Article, this MIF IV Administration Agreement nevertheless shall remain in force until the Bank completes duties relating to the winding up of Fund operations or the settlement of accounts pursuant to Article VI, Section 4(a) of the MIF IV Agreement.

(b) Prior to the end of the initial period contemplated in Article V, Section 2 of the MIF IV Agreement, the Bank shall consult with the Donors Committee about the advisability of extending the operations of the Fund for the renewal period specified thereunder.

Section 3. Termination by the Bank.

The Bank shall terminate this MIF IV Administration Agreement in the event that it suspends its own operations under Article X of its Charter, or in the event that it terminates its operations under that Article of its Charter. The Bank shall terminate this MIF IV Administration Agreement in the event the MIF IV Agreement is amended so as to require the Bank, in fulfilling the obligations of this MIF IV Administration Agreement, to act in contravention of its Charter.

Section 4. Winding up of Fund Operations.

Upon termination of the MIF IV Agreement the Bank shall cease all operations under this MIF IV Administration Agreement, except those incidents to the orderly realization, conservation and preservation of assets and the settlement of obligations. After all relevant liabilities of the Fund are discharged or provided for, the Bank shall make such allocations or distributions of remaining assets as directed by the Donors Committee under Article V, Section 4 of the MIF IV Agreement.

ARTICLE VII GENERAL PROVISIONS

Section 1. Contracts and Documents of the Bank on behalf of the Fund.

In the contracts it signs in administering the resources of the Fund and carrying out its operations, and in all other Fund-related documents, the Bank shall indicate clearly that it is acting as the administrator of the Fund.

Section 2. Responsibilities of the Bank and the Donors.

The earnings, profits or benefits arising from financing, investment and other operations carried out with the resources of the Fund shall in no case benefit the Bank. No financing, investment or operation of any kind carried out with the resources of the Fund shall involve the financial obligation or responsibility of the Bank to the Donors, and accordingly, any loss or deficit that may arise as a result of an operation shall not entitle the Donors to claim indemnification from the Bank, except in cases in which the Bank has departed from the written instructions of the Donors Committee or has failed to act with the same care as it takes in the management of its own resources.

Section 3. Adherence to this MIF IV Administration Agreement.

Any member of the Bank which is not listed on Schedule A of the MIF IV Agreement or any nonmember of the Bank may adhere to this MIF IV Administration Agreement after adhering to the MIF IV Agreement. Adherence to this MIF IV Administration Agreement shall be subject to the terms and conditions established by the Donors Committee.

Section 4. Amendment.

This MIF IV Administration Agreement may be amended only by agreement between the Bank and the Donors Committee, which shall reach decision by a vote of at least two-thirds of the Donors representing three-quarters of the total voting power of the Donors. The approval of all Donors shall be required for an amendment to this Section or which involves any financial or other obligations of Donors.

Section 5. Settlement of Disputes.

Any disputes arising under this MIF IV Administration Agreement between the Bank and the Donors Committee, which are not resolved by consultation, shall be settled by arbitration pursuant to Annex A hereof. Any arbitral award shall be final and shall be implemented by a Donor, Donors, or the Bank in accordance with its or their constitutional procedures or the Charter, respectively.

Section 6. Limitations on Liability.

In the operations of the Fund, the financial liability of the Bank shall be limited to the resources and reserves (if any) of the Fund, and the liability of Donors as Donors shall be limited to the unpaid portion of their respective contributions that has become due and payable under the MIF IV Agreement.

Section 7. Withdrawal of a Donor from the MIF IV Agreement.

On the date its notice of withdrawal has become effective under Article VI, Section 4(a) of the MIF IV Agreement, a Donor submitting such a notice shall be deemed to have withdrawn from this MIF IV Administration Agreement. Without prejudice to Article VI, Section 4(b) of the MIF IV Agreement, the Bank, subject to the approval of the Donors Committee, shall enter into an arrangement with such a Donor for the settlement of their respective claims and obligations.

IN WITNESS WHEREOF, this MIF IV Administration Agreement is done in English, French, Portuguese and Spanish texts which are equally authentic and which shall be deposited in the archives of the Bank, and the Bank shall transmit a duly certified copy to each of the Prospective Donors listed in Schedule A of the Agreement Establishing the Multilateral Investment Fund IV.

Done in Punta Cana, Dominican Republic, on the 10th day of March, 2024.

ANNEX A
ARBITRATION PROCEDURES
ARTICLE I
COMPOSITION OF THE TRIBUNAL

The Arbitration Tribunal to resolve disputes under Article VII, Section 5 of the Agreement for the Administration of the Multilateral Investment Fund IV (the "MIF IV Administration Agreement") shall be composed of three members to be appointed in the following manner: one by the Bank, another by the Donors Committee, and a third, hereinafter called the "Referee", by direct agreement between the parties or through their respective arbitrators. If the parties or the arbitrators fail to agree on who shall be the Referee, or if one of the parties should not designate an arbitrator, the Referee shall be appointed, at the request of either party, by the Secretary General of the Organization of American States. If either of the parties fails to appoint an arbitrator, one shall be appointed by the Referee. If either of the appointed arbitrators or Referee is unwilling or unable to act or continue to act, a successor shall be appointed in the same manner as for the original appointment. The successor shall have the same functions and faculties as the predecessor.

ARTICLE II
INITIATION OF THE PROCEDURE

In order to submit the dispute to arbitration, the claimant shall address to the other party a written communication setting forth the nature of the claim, the satisfaction or compensation which it seeks, and the name of the arbitrator it appoints. The party receiving such communication shall, within 45 days, notify the adverse party of the name of the person it appoints as arbitrator. If within 30 days after delivery of such notification to the claimant, the parties have not agreed as to the person who is to act as Referee, either party may request the Secretary General of the Organization of American States to make the appointment.

ARTICLE III
CONVENING OF THE TRIBUNAL

The Arbitration Tribunal shall be convened in Washington, District of Columbia, United States of America, on the date designated by the Referee, and, once convened, shall meet on the dates which the Tribunal itself shall establish.

ARTICLE IV
PROCEDURE

(a) The tribunal shall be competent to hear only the matters in dispute. It shall adopt its own procedures (which may be the procedures of a renowned arbitration association) and may on its own initiative designate whichever experts it considers necessary. In any case, it shall give the parties the opportunity to make oral presentations.

(b) The Tribunal shall proceed *ex aequo et bono*, basing itself on the terms of the MIF IV Administration Agreement, and shall issue an award even if either party should fail to appear or present its case.

(c) The award shall be in writing and shall be adopted with the concurrent vote of at least two members of the Tribunal. It shall be handed down within approximately 60 days from the date on which the Referee has been appointed, unless the Tribunal determines that, due to special

and unforeseen circumstances, such period should be extended. The award shall be notified to the parties by means of a communication signed by at least two members of the Tribunal.

ARTICLE V

COSTS

The fees of each arbitrator shall be paid by the party which appointed such arbitrator and the fees of the Referee shall be paid by both parties in equal proportion. Prior to the convening of the Tribunal, the parties shall agree on the remuneration of the other persons who by mutual agreement they deem should take part in the arbitration proceedings. If such agreement is not reached in a timely manner, the Tribunal itself shall determine the compensation which may be reasonable for such persons under the circumstances. Each party shall defray its own expenses in the arbitration proceedings, but the expenses of the Tribunal shall be borne equally by the parties. Any doubt regarding the division of costs or the manner in which they are to be paid shall be determined, without appeal, by the Tribunal. Any fees or expenses due from the Donors Committee under this Article shall be paid from the Fund administered under the MIF IV Administration Agreement.

SPORAZUM O USTANOVITVI VEČSTRANSKEGA INVESTICIJSKEGA SKLADA IV

KER je bil Večstranski investicijski sklad (v nadaljnjem besedilu: VIS I) vzpostavljen s Sporazumom o ustanovitvi Večstranskega investicijskega sklada z dne 11. februarja 1992, ki je bil podaljšan do 31. decembra 2007;

KER je bil Večstranski investicijski sklad II (v nadaljnjem besedilu: VIS II) vzpostavljen s Sporazumom o ustanovitvi Večstranskega investicijskega sklada II z dne 9. aprila 2005 (v nadaljnjem besedilu: sporazum o VIS II), ki je začel veljati 13. marca 2007, ko je VIS I prenehal ter je njegova sredstva in obveznosti prevzel VIS II;

KER je bil sporazum o VIS II podaljšan do 31. decembra 2020 na podlagi 2. razdelka svojega V. člena;

KER je bil Večstranski investicijski sklad III (v nadaljnjem besedilu: VIS III) ustanovljen s Sporazumom o ustanovitvi Večstranskega investicijskega sklada III z dne 2. aprila 2017 (v nadaljnjem besedilu: sporazum o VIS III), ki je začel veljati 12. marca 2019, ko je VIS III začel upravljati sredstva in obveznosti VIS II, in

KER je bil sporazum o VIS III podaljšan do 12. marca 2026 na podlagi 2. razdelka svojega V. člena;

KER ob priznavanju ključne vloge podjetniške inovativnosti pri spoprijemanju z razvojnimi izzivi, pri ustvarjanju priložnosti za revne in ranljive skupine prebivalstva, pri spodbujanju dinamične gospodarske rasti, blaženju podnebnih sprememb ter uveljavljanju enakosti spolov in raznolikosti v latinskoameriški in karibski regiji donatorji in morebitni donatorji iz priloge A tega prenovljenega Sporazuma o ustanovitvi Večstranskega investicijskega sklada IV (v nadaljnjem besedilu: sporazum o VIS IV) (v nadaljnjem besedilu posamezno: morebitni donator) želijo omogočiti predlagani dvig vrednosti za VIS III (v nadaljnjem besedilu: VIS IV) v Medameriški razvojni banki (v nadaljnjem besedilu: banka), ki upravlja sredstva in obveznosti VIS III ter podpira nadaljevanje njegovih dejavnosti;

KER je bil zasnovan model financiranja iz več virov za večjo vzdržnost Večstranskega investicijskega sklada (v nadaljnjem besedilu: sklad), da se zagotovijo bolj raznovrstni viri financiranja, pri katerih se prispevki donatorjev lahko dopolnjujejo z delitvijo čistega dobička banke (v nadaljnjem besedilu: prenosi prihodka), in sklad lahko izvede ukrepe za povečanje lastnega prihodka ob krepitvi privabljanja virov tretjih organizacij, in

KER je namen morebitnih donatorjev, da sklad še naprej dopolnjuje delo banke, Medameriške investicijske korporacije (v nadaljnjem besedilu: MIK) in drugih partnerjev pod pogoji, predvidenimi v tem sporazumu, ter da banka še naprej upravlja sklad na podlagi Sporazuma o upravljanju Večstranskega investicijskega sklada IV (v nadaljnjem besedilu: sporazum o upravljanju VIS IV),

SE morebitni donatorji dogovorijo:

I. ČLEN SPLOŠNI NAMEN IN NALOGE

1. razdelek: Splošni namen

Splošni namen VIS IV je prek zasebnega sektorja spodbujati trajnostni in vključujoči razvoj s prepoznavanjem, podpiranjem, preizkušanjem in poskusnim izvajanjem razširljivih podjetniških inovacij, ki rešujejo razvojne izzive, ter si prizadevati ustvarjati priložnosti za revne in ranljive skupine prebivalstva, spodbujati gospodarsko rast in produktivnost, se spoprijemati s podnebnimi spremembami ter podpirati enakost spolov in raznolikost v državah v razvoju v regiji, ki so članice banke, in državah v razvoju, ki so članice Karibske razvojne banke (v nadaljnjem besedilu: KRB).

2. razdelek: Naloge

VIS IV za izpolnjevanje svojega namena opravlja te naloge:

- (a) prepozna, preizkuša, spodbuja in podpira inovacije zasebnega sektorja v regiji z namenom ustvarjati priložnosti za revne in ranljive skupine prebivalstva;
- (b) spodbuja sprejemanje inovacij, ki imajo velik vpliv v regiji, z njihovim reproduciranjem in razširjanjem;
- (c) prizadeva si zagotoviti, da so inovacije, ki se reproducirajo, učinkovite in pomembno vplivajo na razvoj;
- (d) privablja vire in partnerje za povečevanje obsega;
- (e) spodbuja ustvarjanje znanja in učenje;
- (f) deluje v tesnem sodelovanju z banko in MIK za večjo učinkovitost;
- (g) pri vseh svojih dejavnostih obravnava podnebne spremembe, okolje, enakost spolov in raznolikost;
- (h) krepi svojo razvojno učinkovitost z določanjem izrecnih ciljev in merljivih rezultatov;
- (i) prizadeva si povečati lastni prihodek v skladu s ciljem okrepiti dolgoročno finančno vzdržnost;
- (j) prevzema stopnje tveganja v skladu s svojo nalogo preizkušati uspešnost in neuspešnost inovativnih rešitev;
- (k) dopolnjuje delo, ki ga v regiji opravljajo banka, MIK in drugi partnerji, ter
- (l) krepi sodelovanje z banko in MIK.

II. ČLEN PRISPEVKI V SKLAD

1. razdelek: Listine o sprejetju in o prispevku

(a) Vsak morebitni donator po ratifikaciji, sprejetju ali odobritvi tega sporazuma o VIS IV, takoj ko je razumno mogoče, pri banki deponira listino, ki potrjuje, da je ratificiral, sprejel ali odobril ta sporazum o VIS IV (v nadaljnjem besedilu: listina o sprejetju), ter čim prej po tem tudi listino, s katero soglaša, da bo v sklad vplačal (v nadaljnjem besedilu: listina o prispevku) znesek, naveden ob njegovem imenu v prilogi A tega sporazuma o VIS IV (v nadaljnjem besedilu: priloga A) (vsak tak prispevek v nadaljnjem besedilu: prispevek iz priloge A), s čimer morebitni donator postane donator po tem sporazumu o VIS IV.

(b) Vsak donator svoj prispevek iz priloge A plača v štirih enakih letnih obrokih (v nadaljnjem besedilu: prispevek brez pridržka), kot je navedeno v njegovi listini o prispevku. Prvi obrok je treba plačati v 60 dneh od dne, ko začne veljati ta sporazum o VIS IV v skladu s 1. razdelkom V. člena (v nadaljnjem besedilu: začetek veljavnosti VIS IV). Vsak donator plača drugi, tretji in četrti obrok

v 60 dneh od prve, druge oziroma tretje obletnice začetka veljavnosti VIS IV. Donatorji lahko vplačajo predplačila. Donator, ki deponira listino o prispevku več kot 60 dni po začetku veljavnosti VIS IV, plača prvi obrok in morebitne zapadle nadaljnje obroke v 60 dneh od deponiranja te listine.

(c) Ne glede na določbe odstavka (b) tega razdelka o prispevkih brez pridržka donator lahko izjemoma v svoji listini o prispevku določi, da je plačilo vseh obrokov odvisno od pozneje odobrenih proračunskih sredstev, in se zaveže, da si bo prizadeval pridobiti potrebna odobrena sredstva za plačilo celotnega zneska vsakega obroka do dneva plačila, navedenega v odstavku (b) (v nadaljnjem besedilu: prispevek s pridržkom). Plačilo zapadlega obroka po tem dnevu se izvede v 30 dneh od pridobitve potrebnih odobrenih sredstev.

(d) Odbor donatorjev lahko z glasovi vsaj dveh tretjin donatorjev, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev, odobri, da sklad (poleg začetnih prispevkov iz priloge A ali prenosov prihodka) sprejme prispevke (v nadaljnjem besedilu: posamezni dodatni prispevki) donatorjev, ki so države posojilojemalke, ali donatorjev ustanoviteljev, pod morebitnimi pogoji, ki jih določi odbor donatorjev. Donatorji na splošno lahko plačajo posamezne dodatne prispevke v skladu z odstavkom (b) 1. razdelka II. člena. Po potrebi pa donator lahko izjemoma v svoji listini o prispevku, ki se nanaša na posamezne dodatne prispevke, določi, da je njegov novi prispevek prispevek s pridržkom, kot je opisan v odstavku (c) tega razdelka.

(e) Če se listine o sprejetju in o prispevku, ki se nanašajo na prispevke iz priloge A, ne deponirajo v treh letih od začetka veljavnosti VIS IV, sekretar banke pošlje uradno obvestilo zadevnim donatorjem in/ali morebitnim donatorjem z opozorilom, da bi bilo treba listine deponirati v 12 mesecih od datuma tega uradnega obvestila. Če listine o sprejetju in o prispevku niso deponirane v roku, določenem v navedenem uradnem obvestilu, odbor donatorjev začne postopek za zagotovitev novih prispevkov (v nadaljnjem besedilu: nadomestni prispevki) od donatorjev, ki se odločijo sodelovati, da se pokrije ustrezni delež prispevkov iz priloge A, kot je opisano v odstavku (f) spodaj. Odbor donatorjev lahko izjemoma odobri začasne izjeme pri taki nadomestitvi prispevkov iz priloge A v posebnih in zares upravičenih okoliščinah. Donatorji in/ali morebitni donatorji, ki niso deponirali svojih listin o sprejetju in o prispevku ali niso plačali vseh svojih zapadlih prispevkov iz priloge A, niso upravičeni do plačila navedenih nadomestnih prispevkov.

(f) Prispevke iz priloge A držav posojilojemalk lahko nadomestijo le donatorji, ki so države posojilojemalke; če nadomestnih prispevkov donatorjev, ki so države posojilojemalke, ni ali ti ne zadoščajo za kritje ustreznega deleža prispevkov iz priloge A, pa nadomestne prispevke za kritje morebitne razlike lahko plačajo donatorji, ki so prispevali v VIS I (v nadaljnjem besedilu: donatorji ustanovitelji). Prispevke iz priloge A držav, ki niso posojilojemalke, lahko nadomestijo le države, ki niso posojilojemalke in so donatorji ustanovitelji; če nadomestnih prispevkov donatorjev ustanoviteljev, ki niso posojilojemalci, ni ali ti ne zadoščajo za kritje ustreznega deleža prispevkov iz priloge A, pa nadomestne prispevke za kritje morebitne razlike lahko plača kateri koli donator ustanovitelj. Če skupni znesek predvidenih nadomestnih prispevkov preseže ustrezni delež prispevkov iz priloge A, se ustrezni delež prispevkov iz priloge A, ki se nadomešča, dodeli sorazmerno glede na predvidene nadomestne prispevke zadevnega donatorja. Vsi nadomestni prispevki zadevnih donatorjev bi se morali določiti v 180 dneh po 12-mesečnem obdobju iz odstavka (e) zgoraj ali v drugem obdobju, ki ga določi odbor donatorjev. Po potrebi pa donator lahko izjemoma v svoji listini o prispevku, ki se nanaša na nadomestne prispevke, določi, da je nadomestni prispevek prispevek s pridržkom, kot je opisan v odstavku (c) tega razdelka. Odbor donatorjev je pristojen, da odobri in/ali sprejme vse odločitve, potrebne za izvedbo postopka, opisanega v odstavku (e) zgoraj in tem odstavku.

(g) Pogoj za plačilo prispevka iz priloge A je predhodno plačilo preostalih prispevkov v VIS III (v nadaljnjem besedilu: preostali prispevki VIS III).

(h) Deleži preostalih prispevkov VIS III, ki se plačajo ob začetku veljavnosti VIS IV ali po njem, se ne upoštevajo pri izračunu števila glasovalnih pravic po odstavku (b) 4. razdelka IV. člena.

(i) Odbor donatorjev lahko, ko se mu zdi primerno glede na razpored plačil prispevkov iz priloge A in dejavnosti sklada, pregleda ustreznost sredstev sklada ter, če se mu zdi zaželeno, ob posvetovanju z odboroma guvernerjev banke in MIK dovoli splošno povečanje prispevkov donatorjev (v nadaljnjem besedilu: splošni dodatni prispevki), ki vključujejo nove prispevke donatorjev, ki se odločijo sodelovati, pod pogoji, ki jih določi odbor donatorjev z glasovi vsaj dveh tretjin donatorjev, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev, ter po opravljenem postopku dajanja zavez, odobrenem za določitev zneskov prispevkov iz priloge A; pod pogojem, da je za vsako odstopanje od tega postopka potrebna odobritev odbora donatorjev. Po potrebi pa donator lahko izjemoma v svoji listini o prispevku, ki se nanaša na splošni dodatni prispevek, določi, da je njegov novi prispevek prispevek s pridržkom, kot je opisan v odstavku (c) tega razdelka.

2. razdelek: Ukrepi za spodbujanje pravočasnih plačil

(a) Donator, ki plača celotni znesek svojega prispevka iz priloge A v enem letu od začetka veljavnosti VIS IV, lahko plačilo zmanjša za 5 % skupnega zneska svojega prispevka iz priloge A. Če se celotni znesek prejme v dveh letih od začetka veljavnosti VIS IV, tako zmanjšanje znaša 3 %. V primeru takih vnaprejšnjih plačil se pri izračunu števila glasovalnih pravic po odstavku (b) 4. razdelka IV. člena število glasovalnih pravic izračuna na podlagi prvotnih zneskov, zapadlih na dan vsakega letnega obroka, določenega v odstavku (b) 1. razdelka.

(b) Če donator ne plača deleža svojega prispevka iz priloge A do druge obletnice začetka veljavnosti VIS IV, začasno ne bo imel možnosti, da njegov predstavnik opravlja vlogo posameznega govorca ali govorca skupine držav (kot velja na podlagi odstavka (b) 3. razdelka IV. člena) na sejah odbora donatorjev. V takem primeru sekretar banke pošlje uradno obvestilo donatorjem, v katerem navede, za katere donatorje od naslednje seje odbora donatorjev velja navedeni ukrep. Navedeni ukrep se odpravi z obvestilom sekretarja banke, ko so vsa zapadla plačila v celoti izvedena. Če je donator, za katerega velja ta ukrep, del skupine držav in bi drugače opravljal vlogo govorca, to vlogo do odprave ukrepa opravlja drug donator iz te skupine. Donatorji, za katere velja ta ukrep, kljub vsemu ohranijo vse druge pravice donatorjev, tudi pravico do glasovanja, pravico prejemati informacije, pravico udeleževati se sej (brez oglašanja) in pravico predložiti posamezno pisno izjavo, ki se na zahtevo donatorja predlagatelja izjave priloži zapisniku ustrezne seje odbora donatorjev. Ukrep se uporabi ne glede na to, ali je donator deponiral svoji listini o sprejetju in o prispevku.

(c) Pri izračunu števila glasovalnih pravic na podlagi 4. razdelka IV. člena se za vse prispevke iz priloge A, ki niso plačani pravočasno, po drugi obletnici začetka veljavnosti VIS IV uporabi prilagoditveni faktor 0,80, po peti obletnici začetka veljavnosti VIS IV pa prilagoditveni faktor 0,70. Prilagoditveni faktor se uporabi za znesek prispevka iz priloge A, ki ni plačan pravočasno, tako izračunani znesek pa se upošteva pri izračunu števila glasovalnih pravic tega donatorja v času veljavnosti tega sporazuma o VIS IV. Prilagoditveni faktor se ne uporablja za pravočasno plačane prispevke iz priloge A, ki se pri izračunu števila glasovalnih pravic upoštevajo taki, kot so navedeni. Uporaba navedenih prilagoditvenih faktorjev temelji na razporedu plačil, opisanem v tem sporazumu o VIS IV, ne glede na to, kdaj donator deponira svoji listni o sprejetju in o prispevku.

(d) Od druge obletnice začetka veljavnosti VIS IV se nepovratno financiranje s sredstvi VIS IV odobri le donatorjem brez neplačanih zapadlih prispevkov iz priloge A, tudi za namene regionalnih dejavnosti. Ta omejitev se ne uporablja za (i) dejavnosti za ustvarjanje znanja,

koristnega za regijo, ali (ii) dejavnosti v nestabilnih državah, kot določi odbor donatorjev. Ukrep se uporabi ne glede na to, ali je donator deponiral svoji listini o sprejetju in o prispevku.

3. razdelek: Plačila

(a) Plačila, zapadla po tem členu, se izvedejo v kateri koli prosto zamenljivi valuti ali sestavljeni valuti posebne pravice črpanja (SDR) ali v netržnih neobrestovanih zadolžnicah (ali podobnih vrednostnih papirjih) v taki valuti, ki se plačajo na zahtevo za izpolnitev štirih obročnih rokov (v nadaljnjem besedilu: vplačani prispevek). Šteje se, da je s plačili v sklad v prosto zamenljivi valuti, ki se prenesejo iz skrbniškega sklada donatorja, plačan del dolgovanega zneska donatorja, ko so plačila prenesena.

(b) Taka plačila se izvedejo na račun ali račune, ki jih banka odpre posebej za ta namen, zadolžnice pa se deponirajo na isti račun oziroma pri banki, kot določi banka.

(c) Za določitev dolgovanih zneskov vsakega donatorja, ki plačuje v zamenljivi valuti, ki ni ameriški dolar, se znesek v ameriških dolarjih ob njegovem imenu v prilogi A pretvori v valuto plačila po povprečju dnevni reprezentativni menjalni tečajev Mednarodnega denarnega sklada za to valuto v šestmesečnem obdobju, ki se je končalo 31. decembra 2023.

III. ČLEN DEJAVNOSTI SKLADA

1. razdelek: Splošno

Sklad ima posebno vlogo pri sodelovanju z banko in MIK ter bi moral dopolnjevati in podpirati njune dejavnosti po navodilih odbora donatorjev. Sklad se za izpolnjevanje svojega namena po potrebi opira na strategije in politike banke in MIK ter programe za posamezne države.

2. razdelek: Dejavnosti

Sklad za izpolnjevanje svojega namena zagotovi financiranje v obliki nepovratnih sredstev, posojil, poročila, nepravega lastniškega kapitala in lastniškega kapitala ali kombinacije teh oblik ali druge finančne instrumente, kot je potrebno za izpolnitev namena sklada. Raven nepovratnih sredstev v programu dejavnosti sklada določi odbor donatorjev, skupni znesek nepovratnega financiranja, odobrenega v posameznem letu, pa ne sme presegati skupnega zneska povratnega financiranja, odobrenega za isto leto, v skladu s ciljem okrepljene finančne vzdržnosti. Sklad lahko zagotavlja tudi svetovalne storitve, vključno s plačljivimi svetovalnimi storitvami. Storitve financiranja in svetovanja se lahko zagotavljajo zasebnim subjektom ter vladam, vladnim agencijam, poddržavnim subjektom, nevladnim organizacijam ali drugim, da se podprejo dejavnosti, ki prispevajo k izpolnjevanju namena sklada.

3. razdelek: Načela dejavnosti sklada

(a) Sklad zagotavlja financiranje pod pogoji iz tega sporazuma o VIS IV v skladu s pravili iz III., IV. in VI. člena Sporazuma o ustanovitvi Medameriške razvojne banke (v nadaljnjem besedilu: statut) ter po potrebi v skladu s politikami banke in MIK, ki veljajo za njune dejavnosti. Vse države v razvoju v regiji, ki so članice banke in KRB, so možne upravičenke do financiranja iz sklada, če so upravičene, da jih financira banka.

(b) Sklad si še naprej deli stroške dejavnosti z izvršnimi agencijami ob spodbujanju ustreznega partnerskega financiranja in upoštevanju načela neizrinjanja dejavnosti zasebnega sektorja.

(c) Odbor donatorjev je pri odločanju o zagotavljanju nepovratnih sredstev posebej pozoren na zavezanost posameznih držav članic nalogi, določeni za VIS IV, možnosti za ustvarjanje priložnosti za revne in ranljive skupine prebivalstva, na podnebne spremembe, spodbujanje enakosti spolov in raznolikosti ter upoštevanje vodilnih načel za dejavnosti sklada.

(d) Financiranje na ozemljih držav, ki so članice KRB, a niso članice banke, se opravi ob posvetovanju s KRB in z njenim soglasjem ali po KRB ter pod pogoji, skladnimi z načeli tega razdelka, kot odloči odbor donatorjev.

(e) Sredstva sklada se ne uporabljajo za financiranje ali plačevanje projektnih stroškov, ki so nastali pred datumom razpoložljivosti sredstev sklada.

(f) Nepovratna sredstva so lahko na voljo na podlagi, ki omogoča pogojno povrnitev izplačanih sredstev v ustreznih primerih.

(g) Sklad se ne uporablja za financiranje dejavnosti na ozemlju države v razvoju v regiji, ki je članica banke, če ta članica financiranju nasprotuje.

(h) Dejavnosti sklada morajo vključevati izrecne cilje in merljive rezultate. Razvojni vpliv dejavnosti sklada se meri v skladu z okvirom rezultatov, ki upošteva namen in naloge sklada iz I. člena ter mora odražati najboljše prakse, in sicer z:

- i. meritvijo rezultatov in vplivov na ravni projekta in na ravni sklada, učinkovitosti sklada, stopnje inovativnosti ter uspeha pri razširjanju inovacij, učenja in znanja;
- ii. okvirom za ocenjevanje rezultatov in vplivov na ravni projekta in portfelja ter ustreznimi merilnimi in ocenjevalnimi orodji;
- iii. seznanjanjem javnosti z rezultati.

(i) Namen dejavnosti sklada je doseči določene rezultate in prispevati k širšim učinkom v vsej regiji, da se odpravita revščina in ranljivost ter podprejo enakost spolov in raznolikost in/ali podnebni in okoljski cilji, ter sprejeti ustrezne operativne cilje za te namene. Poleg tega je namen dejavnosti sklada ustvariti koristi, kot so boljši dostop do kakovostnih nujnih storitev, izobraževanja in zdravja z ustvarjanjem novih ali boljših delovnih mest, širjenjem finančnih storitev in/ali boljšo tehnologijo ter podnebno odpornostjo, ciljno za ljudi, ki to potrebujejo. Namen dejavnosti sklada je tudi koristiti mikro, malim in srednje velikim podjetjem in zagonskim podjetjem, na primer z izboljšanjem njihove produktivnosti, poslovne uspešnosti in odpornosti proti podnebnim spremembam, ciljno za podjetja, ki to potrebujejo. Poleg tega je namen dejavnosti sklada razširiti svoj vpliv ciljno za razširjene projekte.

(j) Dejavnosti sklada se oblikujejo in izvajajo tako, da se čim bolj povečata učinkovitost in razvojni vpliv. Odbor donatorjev lahko odobri partnerstvo z lokalnimi subjekti za pripravo in izvedbo projektov.

IV. ČLEN

ODBOR DONATORJEV

1. razdelek: Sestava

Vsak donator lahko sodeluje na sejah odbora donatorjev in imenuje predstavnika za udeležbo na sejah.

2. razdelek: Pristojnosti

Odbor donatorjev je pristojen za zagotavljanje strateških smernic, operativnih usmeritev in celovitega nadzora nad vsemi zadevami sklada na visoki ravni in za odobritev predlogov za dejavnosti sklada ter si prizadeva čim bolj povečati primerjalno prednost sklada z dejavnostmi z veliko razvojno koristjo, učinkovitostjo, inovativnostjo in vplivom v skladu z nalogami sklada, določenimi v 2. razdelku I. člena. Odbor donatorjev obravnava dejavnosti, ki so v skladu s temi nalogami, dejavnosti, ki niso, pa ne obravnava ali jih opusti. Pri izvajanju svojih pristojnosti si odbor donatorjev prizadeva za učinkovitost in svojo pozornost namenja strateškim zadevam, kar lahko vključuje prenos pristojnosti za odobritev nekaterih dejavnosti pod pragom, ki ga določijo donatorji.

3. razdelek: Seje

(a) Odbor donatorjev se sestaja na sedežu banke tako pogosto, kot to zahteva poslovanje sklada. Sejo lahko skliče sekretar banke (ki deluje kot sekretar odbora) ali kateri koli predstavnik v odboru donatorjev. Odbor donatorjev določi svojo organiziranost, poslovnik in postopke, kot je to potrebno. Seja odbora donatorjev je sklepčna, če je navzoča večina vseh predstavnikov, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev. Morebitni donatorji se lahko udeležijo sej odbora donatorjev kot opazovalci.

(b) Trije donatorji posojilojemalci z največjim deležem glasovalnih pravic v skladu lahko imenujejo vsak svojega posameznega govorca za seje odbora donatorjev. Trije donatorji, ki niso posojilojemalci, z največjim deležem glasovalnih pravic v skladu prav tako lahko imenujejo vsak svojega posameznega govorca za seje odbora donatorjev. Če imata dva donatorja ali ima več donatorjev enako število glasovalnih pravic, se pri imenovanju vsakega od šestih posameznih govorcev upošteva vsota prispevkov vsakega od teh donatorjev v VIS I, VIS II in VIS III (kot je primerno). Drugi donatorji lahko imenujejo do sedem govorcev, od katerih vsak predstavlja skupino držav za namene sej odbora donatorjev. Država donator, ki je del skupine in katere predstavnik ni imenovan govorec skupine držav, lahko predloži posamezne pisne izjave o kateri koli zadevi, obravnavani na seji odbora donatorjev, ki se na njeno zahtevo priložijo ustreznemu zapisniku. Predstavniki, ki niso govorci, se lahko udeležujejo sej in lahko na seji izjemoma dajo ustno izjavo. Posamezne države donatorji glasujejo o vseh vprašanjih na podlagi ustreznega števila glasovalnih pravic v skladu s 4. razdelkom tega člena. Skupine držav se ustanovijo s sodelovanjem med donatorji in s ciljem doseči uravnoteženo zastopanost donatorjev posojilojemalcev in tistih, ki niso posojilojemalci, ter donatorjev z večjim deležem prispevkov in tistih z manjšim deležem.

(c) Ob začetku veljavnosti VIS IV se odbor donatorjev organizira s posameznimi govorci in govorci skupin držav, kot je opisano v odstavku (b) zgoraj. Pri imenovanju posameznih govorcev se število glasovalnih pravic izračuna po formuli iz 4. razdelka tega člena, samo da je "B" enak eni četrtini skupnega zneska prispevkov iz priloge A, "C" pa eni sedmini pričakovanega skupnega zneska prenosov prihodka. V tem primeru so do imenovanja posameznega govorca ali govorca za skupino držav upravičeni le donatorji, ki so v celoti plačali vse preostale prispevke za VIS III. Ob tretji obletnici začetka veljavnosti VIS IV se odbor donatorjev reorganizira tako: pri imenovanju posameznih govorcev se število glasovalnih pravic izračuna po formuli iz 4. razdelka tega člena, samo da je "B" enak skupnemu znesku prispevkov iz priloge A z deponiranimi listinami o sprejetju, "C" pa znesku takrat že opravljenih prenosov prihodka. Ob šesti obletnici začetka veljavnosti VIS IV se odbor donatorjev reorganizira tako: pri imenovanju posameznih govorcev se število glasovalnih pravic izračuna po formuli iz 4. razdelka tega člena, samo da je "B" enak znesku vplačanih prispevkov iz priloge A, "C" pa znesku opravljenih prenosov prihodka.

4. razdelek: Glasovanje

(a) Odbor donatorjev poskuša odločitve sprejemati soglasno. Odločitve, ki jih z razumnimi prizadevanji ni mogoče sprejeti soglasno, sprejema z dvotretjinsko večino skupnega števila glasovalnih pravic, razen če v tem sporazumu o VIS IV ni določeno drugače.

(b) Skupno število glasovalnih pravic vsakega donatorja je sestavljeno:

- (i) Znesek, enak vsoti (A) zneska, določenega za VIS III po "metodologiji ocenjenega salda sklada in neto sedanje vrednosti" na zadnji dan sporazuma o VIS III, pomnoženega z donatorjevim številom glasovalnih pravic po VIS III (kot so opredeljene v nadaljevanju), (B) zneska donatorjevih vplačanih prispevkov iz priloge A ter (C) skupnega zneska opravljenih prenosov prihodka, pomnoženega z donatorjevim sorazmernim deležem tega zneska. Ta vsota se deli z:

vsoto zneska, določenega za VIS III po "metodologiji ocenjenega salda sklada in neto sedanje vrednosti" na zadnji dan sporazuma o VIS III, skupnega zneska vplačanih prispevkov iz priloge A ter zneska opravljenih prenosov prihodka.

- (ii) "Število glasovalnih pravic VIS III" je vsota donatorjevega sorazmernega prispevka v VIS I in VIS II, pomnoženega s 120.600.000 USD, in njegovih vplačanih prispevkov v VIS III. Ta vsota se deli z:

vsoto skupnega zneska donatorjevih vplačanih prispevkov v VIS III na zadnji dan sporazuma o VIS III in 120.600.000 USD.

- (iii) Število glasovalnih pravic se prilagodi četrtno letno od začetka veljavnosti VIS IV.

- (iv) Po potrebi se za število glasovalnih pravic uporabi prilagoditveni faktor na podlagi odstavka (c) 2. razdelka II. člena.

5. razdelek: Poročanje in ocenjevanje

Letno poročilo, predloženo po odstavku (a) 2. razdelka V. člena sporazuma o upravljanju VIS IV, se, potem ko ga odobri odbor donatorjev, pošlje odboru izvršnih direktorjev banke. Odbor donatorjev lahko zahteva, da urad banke za ocenjevanje in nadzor ali drug ocenjevalec, kot je po mnenju odbora donatorjev primerno, najpozneje do četrte obletnice začetka veljavnosti VIS IV in nato vsaj vsakih pet let opravi neodvisno ocenjevanje, ki se plača s sredstvi sklada, da se pregledajo rezultati sklada glede na namen in naloge iz tega sporazuma o VIS IV; to ocenjevanje še naprej vključuje presojo rezultatov projektnih skupin na podlagi meril in kazalnikov za vidike, kot so ustreznost, učinkovitost, smotrnost, inovativnost, vzdržnost in dodatnost, ter napredka glede na izvajanje priporočil, ki jih je odobril odbor donatorjev. Donatorji se sestanejo za obravnavo vsakega takega neodvisnega ocenjevanja najpozneje ob naslednjem letnem zasedanju odbora guvernerjev banke.

V. ČLEN

OBDOBJE VELJAVNOST SPORAZUMA O VIS IV

1. razdelek: Začetek veljavnosti

Ta sporazum o VIS IV začne veljati z dnem, ko svoje listine o sprejetju in o prispevku deponirajo morebitni donatorji, ki predstavljajo vsaj 60 % skupnih zneskov novih prispevkov za VIS IV, navedenih med prispevki v prilogi A; na isti dan se sporazum o VIS III prenove v ta sporazum o VIS IV, vsa sredstva in obveznosti VIS III pa upravlja VIS IV.

2. razdelek: Obdobje veljavnosti tega sporazuma o VIS IV

Ta sporazum o VIS IV velja sedem let od začetka veljavnosti in se lahko podaljšuje za dodatna obdobja, dolga do sedem let. Pred koncem začetnega obdobja ali obdobja podaljšanja se odbor donatorjev posvetuje z banko o smiselnosti podaljšanja dejavnosti sklada za obdobje podaljšanja. Takrat odbor donatorjev z glasovi vsaj dveh tretjin donatorjev, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev, lahko podaljša ta sporazum o VIS IV za dogovorjeno obdobje podaljšanja. Podaljšanje obdobja VIS IV ni podaljšanje razporeda prenosa prihodkov.

3. razdelek: Odpoved s strani banke ali odbora donatorjev

Ta sporazum o VIS IV preneha veljati, če banka začasno prekine svoje poslovanje ali preneha poslovati v skladu z X. členom statuta. Ta sporazum o VIS IV preneha veljati tudi, če banka odpove sporazum o upravljanju VIS IV v skladu s 3. razdelkom njegovega VI. člena. Odbor donatorjev se lahko kadar koli odloči, da odpove ta sporazum o VIS IV z glasovi vsaj dveh tretjin donatorjev, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev.

4. razdelek: Razdelitev sredstev sklada

Ob prenehanju veljavnosti tega sporazuma o VIS IV odbor donatorjev lahko banki naloži, da razdeli sredstva donatorjem, potem ko so obveznosti sklada poravnane ali je zagotovljena njihova poravnava. Taka razdelitev preostalih sredstev se opravi sorazmerno s številom glasovalnih pravic donatorja po 4. razdelku IV. člena. Preostali saldo v zadolžnicah ali podobnih vrednostnih papirjih se prekliče, tako da njihovo plačilo ni potrebno za poplačilo obveznosti sklada. Odbor donatorjev se lahko tudi odloči, ob posvetovanju z odborom guvernerjev banke, da sredstva prerezporredi za druge namene v skladu z namenom sklada.

VI. ČLEN SPLOŠNE DOLOČBE

1. razdelek: Pristop novih donatorjev k temu sporazumu o VIS IV

(a) K temu sporazumu o VIS IV lahko pristopi katera koli članica banke, ki ni navedena v prilogi A. Taka država lahko pristopi k temu sporazumu o VIS IV in postane donator, tako da (i) deponira listino o sprejetju in listino o prispevku v znesku, na dneve in pod pogoji, ki jih odobri odbor donatorjev z glasovi vsaj dveh tretjin donatorjev, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev, ali (ii) deponira pismo o pristopu k sporazumoma o VIS IV, povezano s prenosi prihodka.

(b) Za pristop nečlanice banke k temu sporazumu o VIS IV veljajo morebitni drugi pogoji, ki jih določi odbor donatorjev, med drugim tudi pogoji o sodelovanju v odboru donatorjev in imenovanju predstavnika.

2. razdelek: Sprememba

(a) Ta sporazum o VIS IV lahko spremeni odbor donatorjev, ki o tem odloči z glasovi vsaj dveh tretjin donatorjev, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev. Za spremembo tega razdelka ali določb 3. razdelka tega člena, ki omejujejo obveznosti donatorjev, ali za spremembo, ki poveča finančno ali drugo obveznost donatorjev, ali za spremembo 3. razdelka V. člena je potrebna odobritev vseh donatorjev.

(b) Ne glede na določbe odstavka (a) tega člena začne sprememba, ki poveča veljavne obveznosti donatorjev po tem sporazumu o VIS IV ali vključuje nove obveznosti donatorjev, veljati za vsakega donatorja, ki je banko pisno obvestil o njenem sprejetju.

3. razdelek: Omejitve odgovornosti

Pri dejavnostih sklada je finančna odgovornost banke omejena na sredstva in (morebitne) rezerve sklada, odgovornost donatorjev kot donatorjev pa je omejena na neplačani delež njihovih zapadlih prispevkov.

4. razdelek: Odstop

(a) Vsak donator po plačilu celotnega prispevka s pridržkom ali prispevka brez pridržka lahko odstopi od tega sporazuma o VIS IV, tako da banki na njenem sedežu predloži pisno obvestilo, da namerava odstopiti. Tak odstop postane dokončno veljaven z dnem, navedenim v obvestilu, v vsakem primeru pa najmanj šest mesecev po predložitvi obvestila banki. Donator pa lahko kadar koli pred dnevom, ko odstop postane dokončno veljaven, banko pisno uradno obvesti o preklicu svojega obvestila, da namerava odstopiti.

(b) Ko donator odstopi od tega sporazuma o VIS IV, je še vedno odgovoren za vse svoje obveznosti po tem sporazumu o VIS IV, ki so veljale pred dnem začetka veljavnosti njegovega obvestila o odstopu.

(c) Za dogovor banke in donatorja o poravnavi njunih terjatev in obveznosti, ki ga skleneta na podlagi 7. razdelka VII. člena sporazuma o upravljanju VIS IV, je potrebna odobritev odbora donatorjev.

5. razdelek: Donatorji v prilogi A

Ne glede na kar koli v tem sporazumu o VIS IV, ki je morda določeno drugače, se vse države iz priloge A z dnem veljavnosti VIS IV obravnavajo kot "donatorji" po sporazumu o VIS IV.

V POTRDITEV TEGA je ta sporazum o VIS IV sestavljen v angleškem, francoskem, portugalskem in španskem jeziku, pri čemer so vsa besedila enako verodostojna in se deponirajo v arhivu banke, banka pa pošlje overjeni izvod vsakemu morebitnemu donatorju, navedenemu v prilogi A tega sporazuma o VIS IV.

Sestavljeno v Puntí Caní, Dominikanska republika, 10. marca 2024.

PRILOGA A**
KVOTE PRISPEVKOV MOREBITNIH DONATORJEV ZA VEČSTRANSKI INVESTICIJSKI
SKLAD IV¹

Država	Prispevek, izražen v ameriških dolarjih ²
Argentina	12.450.592,89 USD*
Bahami	2.075.098,81 USD
Barbados	2.075.098,81 USD
Belize	691.699,60 USD *
Bolivija	2.075.098,81 USD*
Braziliya	12.450.592,89 USD*
Kanada	2.218.124,44 USD
Čile	6.916.996,05 USD
Kitajska	8.700.000,00 USD*
Kolumbija	7.608.695,65 USD
Kostarika	2.766.798,42 USD*
Dominikanska republika	4.150.197,63 USD*
Ekvador	4.150.197,63 USD
Salvador	2.766.798,42 USD*
Francija	- USD
Gvatemala	2.766.798,42 USD*
Gvajana	691.699,60 USD
Haiti	138.339,92 USD
Honduras	3.458.498,02 USD
Izrael	3.000.000,00 USD
Italija	- USD
Jamajka	1.383.399,21 USD*
Japonska	40.000.000,00 USD*
Koreja	4.000.000,00 USD*
Mehika	12.450.592,89 USD*
Nizozemska	- USD
Nikaragva	- USD
Panama	5.533.596,84 USD
Paragvaj	4.565.217,39 USD*
Peru	6.916.996,05 USD*
Portugalska	- USD
Španija	34.331.875,56 USD
Surinam	691.699,60 USD
Švedska	3.350.000,00 USD*
Švica	2.400.000,00 USD*
Trinidad in Tobago	2.075.098,81 USD*
Združeno kraljestvo	- USD
Združene države Amerike	- USD
Urugvaj	4.150.197,63 USD*

** Če se pred začetkom veljavnosti VIS IV izrazijo dodatne zaveze za prispevke (po prilogi 1 dokumenta AB-3399 in CII/AB-1685) ali se ob začetku veljavnosti VIS IV ali po njem plačajo posamezni dodatni prispevki (po odstavku (d) 1. razdelka 2. člena), se priloga A posodobi, tako da vključuje dodatne zaveze za prispevke, in pošlje odboru donatorjev ter odboroma guvernerjev banke in MIK v vednost po začetku veljavnosti VIS IV. Tako posodobljena različica se šteje za končno različico priloge A.

¹ Da ne bi bilo dvoma in kot je navedeno v preambuli tega sporazuma, ta priloga A vključuje donatorje, ki so pristopili k sporazumu o VIS III in ohranijo status "donatorjev" po 5. razdelku IV. člena tega sporazuma.

² Da ne bi bilo dvoma in kot je navedeno v preambuli tega sporazuma, ta priloga A vključuje donatorje, ki so pristopili k sporazumu o VIS III in ohranijo status "donatorjev" po 5. razdelku IV. člena tega sporazuma.

* Morebitni donator je navedel, da pričakuje prispevek s pridržkom v skladu z odstavkom (c) 1. razdelka II. člena sporazuma o VIS IV.

Venezuela

- USD

Skupaj:

203.000.000,00 USD

SPORAZUM O UPRAVLJANJU VEČSTRANSKEGA INVESTICIJSKEGA SKLADA IV

KER je bil Večstranski investicijski sklad (v nadaljnjem besedilu: VIS I) vzpostavljen s Sporazumom o ustanovitvi Večstranskega investicijskega sklada z dne 11. februarja 1992, ki je bil podaljšán do 31. decembra 2007;

KER je bil Večstranski investicijski sklad II (v nadaljnjem besedilu: VIS II) vzpostavljen s Sporazumom o ustanovitvi Večstranskega investicijskega sklada II z dne 9. aprila 2005 (v nadaljnjem besedilu: sporazum o VIS II), ki je začel veljati 13. marca 2007, ko je VIS I prenehal ter je njegova sredstva in obveznosti prevzel VIS II;

KER je bil sporazum o VIS II podaljšán do 31. decembra 2020 na podlagi 2. razdelka svojega V. člena in prenovljen s Sporazumom o ustanovitvi Večstranskega investicijskega sklada III z dne 2. aprila 2017, ki je začel veljati 12. marca 2019 (v nadaljnjem besedilu: sporazum o VIS III);

KER Večstranski investicijski sklad (v nadaljnjem besedilu: sklad) upravlja Medameriška razvojna banka (v nadaljnjem besedilu: banka) na podlagi Sporazuma o upravljanju Večstranskega investicijskega sklada II z dne 9. aprila 2005, kot je bil prenovljen s Sporazumom o upravljanju Večstranskega investicijskega sklada III z dne 2. aprila 2017, ki je začel veljati 12. marca 2019 (v nadaljnjem besedilu: sporazum o upravljanju VIS III);

KER je bil sporazum o VIS III podaljšán do 12. marca 2026 na podlagi 2. razdelka svojega V. člena ter je bil hkrati podaljšán tudi sporazum o upravljanju VIS III in bo veljal, dokler bo veljal sporazum o VIS III, kot je predvideno v 2. razdelku njegovega VI. člena;

KER bodo Sporazum o ustanovitvi Večstranskega investicijskega sklada IV (v nadaljnjem besedilu: sporazum o VIS IV) z začetkom njegove veljavnosti sprejeli donatorji in morebitni donatorji iz priloge A sporazuma o VIS IV (v nadaljnjem besedilu: vsak od njih "morebitni donator", po pristopu k sporazumu pa "donator", kot je predvideno v odstavku (a) 1. razdelka njegovega II. člena ali na podlagi 5. razdelka njegovega VI. člena) za zagotavljanje prenovljenega VIS (v nadaljnjem besedilu: sklad) v banki in nadaljevanja njegovih dejavnosti po 12. marcu 2026;

KER donatorji želijo tudi spremeniti in prenoviti sporazum o VIS III ter sprejeti ta Sporazum o upravljanju Večstranskega investicijskega sklada IV (v nadaljnjem besedilu: sporazum o upravljanju VIS IV), ki bo ob začetku veljavnosti sporazuma o VIS IV nadomestil sporazum o upravljanju VIS III;

KER sklad še naprej lahko dopolnjuje delo banke, Medameriške investicijske korporacije (v nadaljnjem besedilu: MIK) in drugih partnerjev v skladu s pogoji sporazuma o VIS IV ter

KER je banka za izpolnjevanje svojega namena in uresničevanje svojih ciljev privolila, da še naprej upravlja sklad na podlagi sporazuma o VIS IV in v skladu z njim, SE banka in donatorji dogovorijo:

I. ČLEN UPRAVLJANJE SKLADA

Banka je še naprej upravljavec sklada. Banka upravlja sklad in izvaja njegove dejavnosti v skladu s sporazumom o VIS IV ter zagotavlja storitve depozitarja in druge s skladom povezane storitve. Pri upravljanju sklada si banka prizadeva iskati možnosti za sodelovanje in spodbuja učinkovitost med banko, MIK in skladom. Banka ohrani Urad za Večstranski investicijski sklad kot del

organizacije banke, katerega naloga je upravljati in izvajati dejavnosti in programe sklada, kot je predvideno v tem sporazumu o upravljanju VIS IV.

II. ČLEN DEJAVNOSTI SKLADA

1. razdelek: Dejavnosti

- (a) Banka pri upravljanju sklada in izvajanju njegovih dejavnosti opravlja te naloge:
- (i) prepoznavna, razvija, pripravlja in predlaga ali uredi prepoznavanje, razvijanje in pripravljanje dejavnosti, ki se bodo financirale s sredstvi sklada v skladu z njegovim namenom in nalogami, določenimi v 1. in 2. razdelku I. člena sporazuma o VIS IV, ob upoštevanju profila tveganja dejavnosti, ki se bodo financirale s sredstvi sklada, ter dejavnosti banke in MIK;
 - (ii) pripravlja ali daje na voljo opomnike ali informacije, ki jih zahteva odbor donatorjev, da se pošljejo ali dajo na voljo odboru izvršnih direktorjev banke v seznanitev najmanj vsako četrletje;
 - (iii) predlaga predloge za posebne dejavnosti odboru donatorjev v končno odobritev;
 - (iv) prepoznavna in predstavlja področja strateške usmeritve v skladu s sporazumom o VIS IV za obravnavo v odboru donatorjev;
 - (v) izvaja in nadzoruje vse dejavnosti, ki jih odobrijo odbor donatorjev in drugi v okviru upravljanja sklada, ali uredi njihovo izvajanje in nadzor nad njimi;
 - (vi) izvaja sistem merjenja rezultatov dejavnosti na podlagi meril, predvidenih v odstavku (h) 3. razdelka III. člena sporazuma o VIS IV;
 - (vii) upravlja račune sklada, vključno z vlaganjem sredstev, kot je določeno v odstavku (c) 1. razdelka IV. člena tega sporazuma;
 - (viii) razširja izkušnje, pridobljene pri dejavnostih sklada, za nadaljnje širjenje znanja, boljše načrtovanje projektov, krepitev zmogljivosti partnerjev iz zasebnega sektorja in za vključevanje zasebnega sektorja v razvojni proces ter
 - (ix) privablja tretje vire, ki bodo pomagali okrepiti dejavnosti sklada in njihov skupni vpliv.
- (b) Ob odobritvi odbora donatorjev banka lahko zahteva, da MIK upravlja ali izvaja dejavnosti ali posamezne programe, kadar so te dejavnosti in programi v okviru zmogljivosti, znanja in izkušenj MIK.

2. razdelek: Predsednik in sekretar

Predsednik banke je predsednik odbora donatorjev po uradni dolžnosti. Sekretar banke je sekretar odbora donatorjev in zagotavlja storitve sekretariata, sredstva in druge podporne storitve za lažje delo odbora donatorjev. V tej funkciji sekretar tudi sklicuje seje odbora donatorjev ter najmanj 14 dni pred sejo pošlje glavne dokumente za sejo in dnevni red predstavniku vsakega donatorja, imenovanemu na podlagi 1. razdelka IV. člena sporazuma o VIS IV.

III. ČLEN NALOGE DEPOZITARJA

1. razdelek: Depozitar za sporazume in dokumente

Banka je depozitar tega sporazuma o upravljanju VIS IV, sporazuma o VIS IV, listin o sprejetju in o prispevku (kot so opredeljene v odstavku (a) 1. razdelka II. člena sporazuma o VIS IV) ter drugih s skladom povezanih dokumentov.

2. razdelek: Odprtje računov

Banka si kot upravljavec sklada odpre račun ali več računov za prejemanje plačil donatorjev na podlagi 2. razdelka II. člena sporazuma o VIS IV. Banka te račune upravlja v skladu s tem sporazumom o upravljanju VIS IV.

IV. ČLEN

POOBLASTILA BANKE IN DRUGE ZADEVE

1. razdelek: Osnovno pooblastilo

(a) Banka izjavlja, da je po odstavku (v) 1. razdelka VII. člena Sporazuma o ustanovitvi Medameriške razvojne banke (v nadaljnjem besedilu: statut) pooblaščen za izvajanje določb tega sporazuma o upravljanju VIS IV ter da bodo dejavnosti na podlagi tega sporazuma pomagale pri izpolnjevanju njenega namena.

(b) Če v tem sporazumu o upravljanju VIS IV ni določeno drugače, je banka pooblaščen za opravljanje vseh dejanj in sklepanje vseh pogodb, potrebnih za opravljanje njenih nalog po tem sporazumu.

(c) Banka vloga denarna sredstva sklada, ki niso potrebna za njegove dejavnosti, v vrednostne papirje enake vrste, kot so tisti, v katere vloga svoja sredstva po svojih pooblastilih za vlaganje.

2. razdelek: Standard skrbnosti

Banka opravlja svoje naloge po tem sporazumu o upravljanju VIS IV z enako skrbnostjo, kot upravlja in vodi svoje lastne zadeve.

3. razdelek: Stroški

(a) Banka, MIK in sklad krijejo stroške vsak svojih dejavnosti in drug drugemu po potrebi povrnejo stroške dejavnosti, izvedenih v imenu drugega.

(b) Sklad banki povrne neposredne in posredne stroške njenih dejavnosti, povezanih s skladom, ter dejavnosti MIK, vključno s stroški, določenimi v sporazumih z banko ali MIK o ravni storitev, plačilom osebja banke ali MIK za čas, dejansko porabljen za upravljanje sklada, s stroški potovanj, dnevnici, stroški komunikacij in drugimi podobnimi neposredno določljivimi stroški, ki se izračunajo ter evidentirajo ločeno kot stroški upravljanja sklada in izvajanja njegovih dejavnosti.

(c) Banka in odbor donatorjev se dogovorita o postopku za določanje in izračunavanje stroškov, ki se povrnejo banki, ter o merilih za povračilo stroškov iz tega razdelka, ki se na predlog banke ali odbora donatorjev lahko občasno pregledajo, pri čemer je za uvedbo kakršnih koli sprememb zaradi takega pregleda potrebno soglasje banke in odbora donatorjev.

4. razdelek: Sodelovanje z nacionalnimi in mednarodnimi organizacijami

Banka se pri upravljanju sklada lahko posvetuje in sodeluje z javnimi in zasebnimi nacionalnimi ter mednarodnimi organizacijami, ki delujejo na področju družbenega in trajnostnega gospodarskega razvoja, kadar ji to pomaga pri izpolnjevanju namena sklada ali poveča učinkovitost uporabe sredstev sklada.

5. razdelek: Ocenjevanje projektov

Poleg ocenjevanj, ki jih zahteva odbor donatorjev, banka ocenjuje portfelj dejavnosti, ki jih je prevzela po tem sporazumu o upravljanju VIS IV, s pregledi projektov, tem in portfelja ter o rezultatih teh pregledov poroča odboru donatorjev.

V. ČLEN RAČUNOVODENJE IN POROČANJE

1. razdelek: Ločitev računov

Banka prikaže vire in dejavnosti sklada tako, da je mogoče določiti sredstva, obveznosti, prihodek in stroške sklada ločeno ter neodvisno od drugih dejavnosti banke. Uporabljeni računovodski sistem mora omogočiti tudi določitev in evidentiranje izvora različnih sredstev, prejetih na podlagi tega sporazuma o upravljanju VIS IV, in sredstev, ustvarjenih na njihovi podlagi, ter njihove uporabe. Poslovne knjige sklada se vodijo v ameriških dolarjih in za ta namen se valute pretvarjajo po veljavnem menjalnem tečaju, ki ga banka uporablja v času transakcije.

2. razdelek: Poročanje

(a) Dokler velja ta sporazum o upravljanju VIS IV, uprava banke vsako leto v 180 dneh po koncu svojega poslovnega leta v letnem poročilu za odbor donatorjev predloži te informacije:

- (i) izkaz stanja sklada, izkaz kumulativnih prejemkov in izdatkov sklada ter izkaz izvora in uporabe sredstev sklada s potrebnimi obrazložitvami;
- (ii) informacije o napredku in rezultatih projektov, programov in drugih dejavnosti sklada ter o stanju vlog, predloženih skladu, in
- (iii) informacije o rezultatih dejavnosti sklada na podlagi meril, predvidenih v odstavku (i) 3. razdelka III. člena sporazuma o VIS IV.

(b) Izkazi iz odstavka (a) tega razdelka se pripravijo v skladu z računovodskimi načeli, ki jih banka uporablja za svoje dejavnosti, ali katerimi koli računovodskimi načeli, ki jih odobri odbor donatorjev, in se predložijo skupaj z mnenjem neodvisnega računovodskega podjetja, ki ga je odbor guvernerjev banke določil za opravljanje revizij računovodskih izkazov banke. Plačilo neodvisnega računovodskega podjetja gre v breme sredstev sklada.

(c) Banka pripravi letno poročilo in četrtna poročila, ki vsebujejo informacije o prejemkih, izplačilih in saldih sklada.

(d) Odbor donatorjev lahko tudi zahteva, da banka ali neodvisno računovodsko podjetje iz odstavka (b) zagotovi druge razumne informacije o dejavnostih sklada in predloženih revidiranih izkazih.

VI. ČLEN OBDOBJE VELJAVNOSTI SPORAZUMA O UPRAVLJANJU VIS IV

1. razdelek: Začetek veljavnosti

Ta sporazum o upravljanju VIS IV začne veljati z dnem začetka veljavnosti sporazuma o VIS IV.

2. razdelek: Trajanje

(a) Ta sporazum o upravljanju VIS IV velja, dokler velja sporazum o VIS IV. Ob prenehanju sporazuma o VIS IV ali prenehanju tega sporazuma o upravljanju VIS IV po 3. razdelku tega člena ta sporazum o upravljanju VIS IV kljub temu še velja, dokler banka ne izpolni nalog v zvezi s prenehanjem dejavnosti sklada ali poravnavo računov na podlagi odstavka (a) 4. razdelka VI. člena sporazuma o VIS IV.

(b) Pred koncem začetnega obdobja, predvidenega v 2. razdelku V. člena sporazuma o VIS IV, se banka posvetuje z odborom donatorjev o smiselnosti podaljšanja dejavnosti sklada za obdobje podaljšanja, določeno po istem razdelku.

3. razdelek: Odpoved s strani banke

Banka odpove ta sporazum o upravljanju VIS IV, če začasno prekine svoje poslovanje po X. členu statuta ali preneha poslovati v skladu z njim. Banka odpove ta sporazum o upravljanju VIS IV, če se sporazum o VIS IV spremeni tako, da bi morala pri izpolnjevanju obveznosti po tem sporazumu o upravljanju VIS IV ravnati v nasprotju s statutom.

4. razdelek: Prenehanje dejavnosti sklada

Ob prenehanju sporazuma o VIS IV banka preneha izvajati vse dejavnosti po tem sporazumu o upravljanju VIS IV, razen glede urejenega unovčenja, zaščite in ohranjanja sredstev ter poravnave obveznosti. Ko so vse zadevne obveznosti sklada poravnane ali je zagotovljena njihova poravnava, banka preostala sredstva dodeli ali razdeli, kot ji naloži odbor donatorjev po 4. razdelku V. člena sporazuma o VIS IV.

VII. ČLEN SPLOŠNE DOLOČBE

1. razdelek: Pogodbe in dokumenti banke v imenu sklada

Banka v pogodbah, ki jih podpiše pri upravljanju sredstev sklada in izvajanju njegovih dejavnosti, ter v vseh drugih s skladom povezanih dokumentih jasno navede, da deluje kot upravljavec sklada.

2. razdelek: Obveznosti banke in donatorjev

Banka v nobenem primeru ne sme imeti koristi od prihodka, dobička ali ugodnosti, pridobljenih z dejavnostmi financiranja in vlaganja ter drugimi dejavnostmi, ki se izvajajo s sredstvi sklada. Nobeno financiranje, naložba ali dejavnost, ki se izvede s sredstvi sklada, ne vključuje finančne obveznosti ali odgovornosti banke do donatorjev in v skladu s tem nobena izguba ali primanjkljaj, nastal zaradi dejavnosti, ne daje donatorjem pravice, da od banke terjajo odškodnino, razen v primerih, ko banka ni ravnala v skladu s pisnimi navodili odbora donatorjev ali ni ukrepala z enako skrbnostjo kot pri upravljanju svojih virov.

3. razdelek: Pristop k temu sporazumu o upravljanju VIS IV

K temu sporazumu o upravljanju VIS IV lahko pristopi katera koli članica banke, ki ni navedena v prilogi A sporazuma o VIS IV, ali katera koli nečlanica banke, potem ko pristopi k sporazumu o VIS IV. Za pristop k temu sporazumu o upravljanju VIS IV veljajo pogoji, ki jih določi odbor donatorjev.

4. razdelek: Sprememba

Ta sporazum o upravljanju VIS IV se lahko spremeni le s sporazumom med banko in odborom donatorjev, ki odloči z glasovi vsaj dveh tretjin donatorjev, ki predstavljajo najmanj tri četrtine vseh glasovalnih pravic donatorjev. Za spremembo tega razdelka ali spremembo, ki vključuje kakršno koli finančno ali drugo obveznost donatorjev, je potrebna odobritev vseh donatorjev.

5. razdelek: Reševanje sporov

Spori med banko in odborom donatorjev, ki izhajajo iz tega sporazuma o upravljanju VIS IV in se ne rešijo s posvetovanjem, se rešujejo z arbitražo na podlagi priloge A tega sporazuma. Vsaka arbitražna odločba je dokončna in jo donator, donatorji ali banka izvrši v skladu s svojimi ustavnimi postopki oziroma statutom.

6. razdelek: Omejitve odgovornosti

Pri dejavnostih sklada je finančna odgovornost banke omejena na sredstva in (morebitne) rezerve sklada, odgovornost donatorjev kot donatorjev pa je omejena na neplačani delež njihovih zapadlih prispevkov po sporazumu o VIS IV.

7. razdelek: Odstop donatorja od sporazuma o VIS IV

Z dnem, ko donatorjevo obvestilo o odstopu začne veljati po odstavku (a) 4. razdelka VI. člena sporazuma o VIS IV, se šteje, da je donator, ki je predložil to obvestilo, odstopil od sporazuma o upravljanju VIS IV. Brez poseganja v odstavek (b) 4. razdelka VI. člena sporazuma o VIS IV banka, ob odobritvi odbora donatorjev, z navedenim donatorjem sklene dogovor o poravnavi njunih terjatev in obveznosti.

V POTRDITEV TEGA je ta sporazum o upravljanju VIS IV sestavljen v angleškem, francoskem, portugalskem in španskem jeziku, pri čemer so vsa besedila enako verodostojna in se deponirajo v arhivu banke, banka pa pošlje overjeni izvod vsakemu morebitnemu donatorju, navedenemu v prilogi A Sporazuma o ustanovitvi Večstranskega investicijskega sklada IV.

Sestavljeno v Puntí Caní, Dominikanska republika, 10. marca 2024.

PRILOGA A ARBITRAŽNI POSTOPEK

I. ČLEN SESTAVA SODIŠČA

Arbitražno sodišče za reševanje sporov po 5. razdelku VII. člena Sporazuma o upravljanju Večstranskega investicijskega sklada IV (v nadaljnjem besedilu: sporazum o upravljanju VIS IV) sestavljajo trije člani, ki se imenujejo tako: enega imenuje banka, enega odbor donatorjev, tretji, ki je v nadaljnjem besedilu naveden kot "predsednik", pa se imenuje z neposrednim dogovorom med strankama ali po njunih arbitrih. Če se stranki ali arbitra ne dogovorita o tem, kdo bo predsednik, ali če ena od strank ne imenuje arbitra, predsednika na zaprosilo katere koli stranke imenuje generalni sekretar Organizacije ameriških držav. Če katera od strank ne imenuje arbitra, ga imenuje predsednik. Če kateri od imenovanih arbitrov ali predsednik ne želi ali ne more opravljati te naloge ali je ne more več opravljati, se naslednik imenuje na enak način kot predhodnik. Naslednik ima enake naloge in pristojnosti kot predhodnik.

II. ČLEN ZAČETEK POSTOPKA

Za predložitev spora arbitraži pritožnik drugi stranki pošlje pisno sporočilo, v katerem navede vrsto tožbenega zahtevka, zahtevano zadoščenje ali odškodnino ter ime arbitra, ki ga imenuje. Stranka, ki prejme tako sporočilo, v 45 dneh uradno obvesti nasprotno stranko o imenu osebe, ki jo imenuje za arbitra. Če se v 30 dneh po dostavi takega uradnega obvestila pritožniku stranki ne sporazumeta o osebi, ki naj bi delovala kot predsednik, lahko katera koli stranka zaprosi generalnega sekretarja Organizacije ameriških držav, da ga imenuje.

III. ČLEN SKLIC SODIŠČA

Arbitražno sodišče se skliče v Washingtonu, Zvezno okrožje Kolumbija, Združene države Amerike, na dan, ki ga določi predsednik, nato se sestaja na dni, ki jih samo določi.

IV. ČLEN POSTOPEK

(a) Sodišče je pristojno le za obravnavanje spornih zadev. Sodišče določi svoja pravila postopka (ki so lahko pravila postopka priznanega arbitražnega združenja) in lahko na svojo pobudo imenuje izvedence, ki so po njegovem mnenju potrebni. V vsakem primeru da strankama priložnost za ustne predstavitve.

(b) Sodišče odloča po načelu *ex aequo et bono* na podlagi pogojev sporazuma o upravljanju VIS IV in izda odločbo, tudi če katera od strank ne pride na obravnavo ali ne predstavi svoje zadeve.

(c) Odločba je pisna in se sprejme, če zanjo glasujeta vsaj dva člana sodišča. Izreče se v približno 60 dneh od dneva imenovanja predsednika, razen če sodišče ne določi, da je treba zaradi posebnih in nepredvidenih okoliščin to obdobje podaljšati. Stranki sta o odločbi uradno obveščeni s sporočilom, ki ga podpišeta vsaj dva člana sodišča.

V. ČLEN STROŠKI

Plačilo arbitra krije stranka, ki ga je imenovala, plačilo predsednika pa krijeta obe stranki v enakih deležih. Pred sklicem sodišča se stranki dogovorita o plačilu drugih oseb, za katere soglasno menita, da bi morale sodelovati v arbitražnem postopku. Če takega soglasja ne dosežeta pravočasno, sodišče samo določi razumno nadomestilo za te osebe glede na okoliščine. Vsaka stranka krije svoje stroške v arbitražnem postopku, stroške sodišča pa enakovredno krijeta obe. O vsakem dvomu glede delitve stroškov ali načina njihovega plačila brez pritožbe odloči sodišče. Plačila ali stroški, ki jih po tem členu dolguje odbor donatorjev, se krijejo iz sklada, ki se upravlja po sporazumu o upravljanju VIS IV.

3. člen

(1) Za izvajanje sporazumov skrbi ministrstvo, pristojno za finance, ki v imenu in za račun Republike Slovenije skrbi za uresničevanje vseh pravic in obveznosti, ki izhajajo iz članstva Republike Slovenije v Večstranskem investicijskem skladu IV in je pristojno tudi za komuniciranje s skrbnikom Večstranskega investicijskega sklada IV.

(2) Minister, pristojen za finance, izda vse potrebne listine in opravi vse potrebno za uresničevanje pravic in obveznosti iz prejšnjega odstavka.

4. člen

Ta zakon začne veljati petnajsti dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

OBRAZLOŽITEV

Na letnem zasedanju Sveta guvernerjev Skupine Medameriške razvojne banke (ang. Inter-American development Bank, v nadaljevanju: IDB) leta 2024 v Čilu je vodstvo IDB Lab (del skupine IDB) v skladu s Panamsko resolucijo (sprejeto na letnem zasedanju 2023 v Panami) pripravilo predlog, da se v IDB Lab v sedemletnem obdobju (od leta 2026 do leta 2032), torej v okviru novega, četrtega sporazuma (Večstranski investicijski sklad IV, ang. Multilateral Investment Fund, MIF IV) vloži dodatnih 400 milijonov USD sredstev, od katerih naj bi do 200 milijonov USD predstavljala donatorska sredstva držav članic te banke, enak znesek, torej do 200 milijonov USD, pa bi se zagotovil s prenosom dela čistega dobička IDB. Prenovljen bo tudi poslovni model IDB Lab.

Republika Slovenija je na letnem zasedanju nov poslovni model in model financiranja IDB Lab skupaj z ostalimi državami članicami banke podprla. Republika Slovenija trenutno še ni članica IDB Lab, zato je skladno s Panamsko resolucijo dobila možnost, da to postane. Glede na delež Republike Slovenije v kapitalu IDB, v primeru prenosa sredstev v višini do 200 milijonov USD predstavljajo sredstva Slovenije do 62.000 USD.

Trenutno je v IDB Lab navzočih 40 držav donatoric, ki so hkrati tudi delničarke IDB. Samo 8 držav (poleg Slovenije še Avstrija, Belgija, Danska, Finska, Hrvaška, Nemčija in Norveška) delničark IDB ni donatoric IDB Lab. Te lahko postanejo članice IDB Lab s prenosom dela čistega dobička IDB v IDB Lab. Vsaka država članica ima tri možnosti: (i) da postane donatorica IDB Lab z glasovalnimi pravicami, (ii) da postane donatorica IDB Lab brez glasovalnih pravic (brez članstva), (iii) da svoj delež v čistem dobičku IDB nameni za druge namene znotraj skupine IDB ali za izplačilo.

Ministrstvo za finance je podrobneje preučilo koristi in prednosti članstva v IDB Lab, tudi na podlagi dodatnih informacij, ki jih je pridobilo v sklopu neformalnega posvetovanja neregionalnih članic IDB s predsednikom IDB konec februarja 2025. Poleg tega je Ministrstvo za finance v začetku marca 2025 organiziralo že tretji zapovrstni seminar o poslovnih priložnostih za slovenska podjetja v regiji Latinske Amerike in Karibov (regija LAK), na katerem je bilo slovenskim podjetjem, ki so se odzvali vabilu na ta brezplačni seminar, predstavljeno delovanje IDB Lab. Na podlagi zgoraj omenjenih razprav in odzivov je Ministrstvo za finance zavzelo stališče, da bi lahko članstvo v IDB Lab prineslo dodatne koristi za slovensko gospodarstvo, hkrati pa prispevalo k hitrejšemu razvojnemu napredku v regiji LAK. Slovenija ima namreč številne skrite prvine, podjetja z inovativnimi in prebojnimi rešitvami. IDB Lab je generator podjetniške inovativnosti, ki postaja pri spoprijemanju z razvojnimi izzivi vse bolj pomembna. Preko sodelovanja z IDB Lab bi lahko slovenska podjetja uspešno prenesla svoje inovativne rešitve v regijo LAK, hkrati pa bi bilo sodelovanje teh podjetij z IDB Lab koristno tudi za zadevna slovenska podjetja preko dodatnega razvoja in nadgradnje tehnologij na podlagi pridobljenih izkušenj. Sodelovanje slovenskih podjetij z IDB Lab pa je mogoče le, če Republika Slovenija postane članica IDB Lab.

Minister za finance in predsednik IDB sta leta 2024 podpisala pismo o nameri o interesu za zagotavljanje financiranja v višini do 2 milijona evrov z namenom izvajanja pobud za krepitev zmogljivosti in pilotnih projektov v regiji Latinske Amerike in Karibov (regija LAK), in sicer z uporabo slovenskih tehnoloških rešitev na področjih, kjer je izražen interes tako s strani držav regije LAK kot tudi slovenskih podjetij in institucij. Pismo je bilo posledica interesa IDB za znanje in tehnologije, ki jih lahko slovenska podjetja ponudijo regiji, ki ga je IDB pridobila v okviru seminarjev o poslovnih priložnostih za slovenska podjetja v regiji LAK v letih 2023 in 2024. Ob robu letnega zasedanja IDB leta 2025 v Dominikanski republiki sta minister za finance in predsednik IDB na tej osnovi podpisala Upravni sporazum o prispevku Slovenije v višini 1,25 mio EUR za financiranje pilotnega projekta uporabe nove tehnologije za upravljanje mostne infrastrukture v Dominikanski republiki in dela zunanjega strokovnjaka na področju prometa ter

pilotnega projekta upravljanja z vodnimi viri in okoljem s pomočjo daljinskega zaznavanja in digitalnih dvojčkov na območjih Kolumbije (porečje rek Magdalena in Cauca) ter Argentine in Bolivije (porečje reke Bermejo). Zadevni upravni sporazum, ki je trenutno v izvajanju, je hkrati tudi povod za podobno okrepljeno sodelovanje z IDB Lab, ki lahko financira inovativne rešitve v začetni fazi razvoja, kjer se ocenjuje, da imajo slovenska podjetja veliko potenciala.

Vlada Republike Slovenije je tako na predlog Ministrstva za finance sprejela sklep št. 54700-3/2025/3 z dne 27. 3. 2025, s katerim je potrdila, da bo Slovenija v okviru novega sporazuma o Večstranskem investicijskem skladu V postala članica IDB Lab preko prenosa pripadajočega dela dobička IDB. Pogoji za članstvo je ratifikacija in pristop k Sporazumu o ustanovitvi Večstranskega investicijskega sklada IV in Sporazuma o upravljanju Večstranskega investicijskega sklada IV.

Republika Slovenija je ob reformi skupine IDB s konsolidacijo sodelovanja z zasebnim sektorjem znotraj Medameriške investicijske korporacije (Medameriška investicijska korporacija je ob omenjeni reformi zaradi prepoznavnosti in povezljivosti z IDB prevzela naziv IDB Invest, medtem ko je zaradi imena v ustanovni listini uradno ime institucije ostalo nespremenjeno, zato se v nadaljnjem besedilu uporablja izraz IDB Invest) in s tem povezanega povečanega obsega delovanja IDB Invest ter potrebe po dokapitalizaciji, ki je bila delno prav tako izvedena preko prenosa dela dobička IDB v IDB Invest, postala članica IDB Invest le s prenosom pripadajočega dobička IDB (Zakon o ratifikaciji Sporazuma o ustanovitvi Medameriške investicijske korporacije (MSMIK) (Uradni list RS – Mednarodne pogodbe, št. 1/19)).

Republika Slovenija je pripadajoči del delnic v Medameriški razvojni banki (IDB) prevzela po nekdanji SFRJ in postala članica IDB na podlagi Zakona o članstvu Republike Slovenije v Medameriški razvojni banki (ZMRB) (Uradni list RS, št. 57/93).

S članstvom v IDB Lab bo tako Republika Slovenija postala članica še zadnje izmed treh institucij, ki delujejo znotraj skupine IDB ter s tem pridobila vse prednosti, ki jih nudi članstvo v Skupini IDB za delovanje slovenskega gospodarstva v regiji Latinske Amerike in Karibov.

Zakon pooblašča ministrstvo, pristojno za finance, za uresničevanje vseh pravic in obveznosti, ki izhajajo iz članstva v Večstranskem investicijskem skladu IV, ki v ta namen izdaja potrebne listine in opravlja druge naloge, kot je na primer sodelovanje v odboru donatorjev. Ministrstvo, pristojno za finance, ki je tudi pristojno za komuniciranje s skrbnikom Večstranskega investicijskega sklada IV, pri uresničevanju pravic in obveznosti, ki izhajajo iz članstva v Večstranskem investicijskem skladu IV, sodeluje z Ministrstvom za zunanje in evropske zadeve, ki je v skladu s 7. členom Zakona o mednarodnem razvojnem sodelovanju in humanitarni pomoči Republike Slovenije (Uradni list RS, št. 30/18) nacionalni koordinator za mednarodno razvojno sodelovanje Republike Slovenije.

Sporazuma ratificira Državni zbor Republike Slovenije.

Zakon o ratifikaciji začne veljati petnajsti dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Ratifikacija sporazumov ne zahteva dodatnih finančnih sredstev v proračunu, saj gre za prenos pripadajočega dela dobička IDB, ki bo ustvarjen v prihodnjih letih. Ocenjena vrednost pripadajočih sredstev v potrebnem celotnem obsegu sredstev do 200 milijonov USD je glede na delež Slovenije v kapitalu IDB (0,031 %) do 62.000 USD.

Izvajanje sporazumov ne zahteva izdaje novih ali spremembe veljavnih predpisov.

Sporazuma nista predmet usklajevanja s pravnim redom Evropske unije.