

Contribution Agreement

Kingdom of Norway



**GREEN
CLIMATE
FUND**

***Trust Fund Contribution Agreement among the Norwegian Ministry of Foreign Affairs,
the Green Climate Fund, and the International Bank for Reconstruction and
Development, serving as the interim trustee of the Green Climate Fund Trust Fund
concerning the Green Climate Fund Trust Fund (MTO No. 069022)***

1. The Green Climate Fund (“Fund”) and the International Bank for Reconstruction and Development (“Bank”), serving as the interim trustee (“Trustee”) of the Green Climate Fund Trust Fund (MTO No. 069022) (“Trust Fund”), acknowledge that the Norwegian Ministry of Foreign Affairs (“Contributor”) agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of one billion six hundred million Norwegian Kroner (NOK 1,600,000,000) (“Supplemental Contribution”) in the form of a Grant Contribution in accordance with the terms of this Contribution Agreement. Capitalized terms used in this Contribution Agreement and not defined herein shall have the meaning given to them in the Standard Provisions Applicable to the Contributions to the Green Climate Fund Trust Fund (the “Standard Provisions”), attached as Annex I to the GCF Trust Fund Agreement (as hereinafter defined).
2. The parties hereto also refer to the Trust Fund Contribution Agreement among the Contributor, the Fund and the Trustee concerning the Green Climate Fund Trust Fund (MTO No. 069022), effective as of December 6, 2013, as amended on November 20, 2014, pursuant to which the Contributor has made available contributions to the Trust Fund. The parties hereto agree that with this Supplemental Contribution, the total amount of contributions provided by the Contributor to the Trust Fund shall now aggregate to a sum not exceeding one billion six hundred nine million one hundred thousand Norwegian Kroner (NOK 1,609,100,000) (“Contributions”), all of which are in the form of Grant Contributions and, by virtue of this Contribution Agreement, shall be accounted and administered in accordance with the terms of this Contribution Agreement.
3. The parties hereto agree that: (a) the Trustee shall administer the Contributions received in the Trust Fund in accordance with the Amended and Restated Agreement on the Terms and Conditions for the Administration of the Green Climate Fund Trust Fund (including all Annexes and Attachments attached thereto, which constitute an integral part thereof), dated April 22, 2015 between the Green Climate Fund and the Trustee, as may be amended from time to time in accordance with its terms (the “GCF Trust Fund Agreement”); and (b) the terms and conditions of the GCF Trust Fund Agreement shall apply to this Contribution Agreement. In case of any inconsistency between this Contribution Agreement and the Standard Provisions, the terms of the Standard Provisions shall prevail.
4. The Contributor confirms that it has received a copy of the GCF Trust Fund Agreement, and acknowledges that the Trustee may receive contributions from other Contributors to the Trust Fund, which, together with the Contributions, shall be accounted and administered as a single trust fund, on the terms and conditions specified in paragraph 3 above.
5. In accordance with paragraph 2 of the Standard Provisions, the Contributor shall make payments for the Supplemental Contribution to the Trust Fund in cash as follows:

5.1 The Contributor shall deposit the Supplemental Contribution in annual installments in accordance with the following schedule but subject to paragraph 5.5 below:

(a) promptly following countersignature of this Contribution Agreement by the Contributor and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000); and

(b) on or before 1 September 2016 and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000);

(c) on or before 1 September 2017 and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000); and

(d) on or before 30 April 2018 and upon submission of a payment request by the Trustee, the amount of four hundred million Norwegian Kroner (NOK 400,000,000).

5.2 Any payment to the Trust Fund to be made under this Contribution Agreement is subject to the Contributor's Parliamentary appropriation.

5.3 Any deposit of cash under paragraph 5.1 above shall be made into the bank account designated by the Trustee.

5.4 When making any such deposit of cash, the Contributor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, the deposit instructions which include information indicating: the amount paid, that the payment is made by the Contributor for MTO No. 069022 (Green Climate Fund Trust Fund), and the date of the deposit (the "Deposit Instruction").

5.5 The Supplemental Contribution is being provided in installments on the basis of the documented financial needs of the Fund, such that if the speed of the implementation of the activities of the Fund makes it necessary either to bring installments forward or to delay them, the installments schedule shall be amended as agreed by the Contributor, the Fund and the Trustee.

6. Any notice, request or other communication to be given or made under this Contribution Agreement shall be in writing in the English language and delivered by mail, facsimile or e-mail to the respective party's address specified below or at any other address as the party may notify in writing to the other parties from time to time:

For the Fund:

Chief Financial Officer
Green Climate Fund Secretariat
G-Tower, 175 Art Center-daero
Yeonsu-gu, Incheon 406-840, Republic of Korea

Tel: + 82 32 458 6075
Fax: + 82 32 458 6094
E-mail: CFO@gcfund.org

For the Trustee:

Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.

Tel: +1 202 473-7654
Fax: +1 202 522-2447
E-mail: gcfitrustee@worldbank.org

For the Contributor:

Petter Ølberg
Director General
Department for Economic Relations and Development
7. Juni Plassen 1, 0251 Oslo
Norway

Tel: +4722243600
E-mail: post@mfa.no

7. The Contributor may review or evaluate activities financed by the Fund at any time up to six (6) months following the Winding-up Date as set forth in article 4.1 of the Standard Provisions. The Contributor and the Fund shall agree on the scope and conduct of such review or evaluation, and the Fund shall provide all relevant information within the limits of the Fund's applicable policies and procedures. All associated costs, including any costs incurred by the Fund, shall be borne by the Contributor. It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Fund.

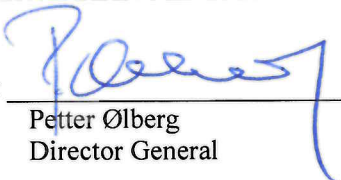
8. This Contribution Agreement may be amended only in writing among the Fund, the Trustee and the Contributor.

9. Any dispute, controversy or claim between the Fund and the Contributor arising out of or relating to this Contribution Agreement, which has not been settled pursuant to paragraph 9.1 of the Standard Provisions, shall be submitted to arbitration in accordance with the Arbitration Rules 2012 of the Permanent Court of Arbitration in force on the date hereof, and the following provisions: (a) the number of arbitrators shall be three (3); (b) the place of arbitration shall be Seoul, Republic of Korea; and (c) the language of the arbitral proceedings shall be English. Any arbitral award shall be final and binding upon the Fund and the Contributor. The Fund and the Contributor shall carry out the award without delay. The provisions set forth in this paragraph 9 shall be in lieu of any other procedure for the settlement of disputes between the Fund and the Contributor.

10. Each of the parties to this Contribution Agreement represents, by confirming its agreement below, that it is authorized to enter into this Contribution Agreement and act in accordance with these terms and conditions. The parties are requested to sign and date this Contribution Agreement, and upon possession by the Trustee of this fully signed Contribution Agreement, this Contribution Agreement shall become effective as of the date of the last signature.

Thus signed in three (3) original copies.

NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

By: 
Petter Ølberg
Director General

Date: April 29, 2015

GREEN CLIMATE FUND

By: 
Hela Cheikhrouhou
Executive Director

Date: 29 April 2015

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
SERVING AS THE INTERIM TRUSTEE OF THE GREEN CLIMATE FUND TRUST
FUND**

By: 
Jaehyang So
Director
Trust Funds and Partnerships
Development Finance

Date: April 23, 2015