

# Contribution Agreement

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**Kingdom of Sweden**



**GREEN  
CLIMATE  
FUND**

***Trust Fund Contribution Agreement among the Kingdom of Sweden, acting through its Ministry for 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 Kingdom of Sweden, acting through its Ministry for Foreign Affairs ("Contributor") agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of four billion Swedish Kronor (SEK 4,000,000,000) ("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 16, 2012, as supplemented and amended on June 20, 2013 and September 2, 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 four billion and twenty million Swedish Kroner (SEK 4,020,000,000) ("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 through the deposit of a promissory note as follows:

5.1 The Contributor shall deposit with the Swedish Central Bank, the Riksbank, a non-interest bearing promissory note in the amount of four billion Swedish Kronor (SEK 4,000,000,000), issued by the Kingdom of Sweden, represented by the Swedish National Debt Office, Riksgäldskontoret and payable to the Trustee on demand, promptly following countersignature of this Contribution Agreement by the Contributor and submission of a payment request by the Trustee.

5.2 The Contributor shall promptly notify the Trustee when the promissory note has been deposited with the Riksbank.

5.3 The Contributor and the Fund shall, acknowledging paragraph 5.5 below, agree on an encashment schedule of the promissory note deposited under paragraph 5.1 above, and shall notify the Trustee of such agreed encashment schedule and any modifications thereof as far in advance as possible, but no later than fifteen (15) days prior to the relevant encashment date.

5.4 The promissory notes deposited may be encashed by the Trustee upon receipt of Written Instruction from the Secretariat, subject to paragraph 5.5 below.

5.5 The parties hereto acknowledge that as of the date of this Contribution Agreement, the Bank's role as the interim trustee of the Trust Fund terminates on April 30, 2018 under paragraph 8.4 of the GCF Trust Fund Agreement. The Trustee will not receive any payments of Contributions or encash any promissory notes if the Bank is not the Trustee of the Trust Fund as of the date of the payment or encashment, in which case the provisions of paragraph 8.6 of the GCF Trust Fund Agreement, paragraph 5.4 of the Standard Provisions and paragraph 5.6 below shall apply.

5.6 In the event the Trustee transfers its rights and obligations to a successor trustee of the Fund in accordance with paragraph 8.6 of the GCF Trust Fund Agreement and paragraphs 5.3 and/or 5.4 of the Standard Provisions, as applicable, and if the promissory note deposited by the Contributor under paragraph 5.1 above has not been paid in full, the Contributor and the Fund accept that the Trustee may, and the Trustee shall, authorize the Riksbank to return such promissory note to the Contributor for cancellation, pursuant to the terms of the promissory note, upon the deposit by the Contributor of a new promissory note for the sum remaining unpaid thereon with the Riksbank in favor of the successor trustee. The new promissory note issued by the Contributor shall be in the form and substance acceptable to the Secretariat and the successor 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](mailto: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](mailto:gcfitrustee@worldbank.org)

For the Contributor:

Ulrika Mod er,  
State Secretary for Development Cooperation  
Swedish Ministry for Foreign Affairs  
SE-103 33 Stockholm, SWEDEN


Tel: + 46 8 405 10 00  
Fax: +46 8 723 11 76  
E-mail: [utrikesdepartementet.registrator@gov.se](mailto:utrikesdepartementet.registrator@gov.se)

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

8. 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.

**THE KINGDOM OF SWEDEN, ACTING THROUGH ITS MINISTRY FOR FOREIGN AFFAIRS**

By:   
Ulrika Mod er,  
State Secretary for Development Cooperation

Date: April 24, 2015

**GREEN CLIMATE FUND**

By:   
H la Cheikhrouhou  
Executive Director

Date: 27 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