
Contribution Agreement

Swiss Confederation



**GREEN
CLIMATE
FUND**

***Amendment to the Trust Fund Contribution Agreement among the Green Climate Fund,
the International Bank for Reconstruction and Development and the Swiss Confederation,
represented by the Swiss Agency for Development and Cooperation concerning
the Green Climate Fund Trust Fund (MTO No. 069022)
(Contributor's Reference No: Agreement no. 81032684, 7F-09029.01.02)***

1. Reference is made to the Trust Fund Contribution Agreement among the Green Climate Fund (the "Fund"), the International Bank for Reconstruction and Development (the "Bank"), serving as interim trustee (the "Trustee") of the Green Climate Fund Trust Fund (MTO No. 069022) (the "Trust Fund"), established for the purpose of the Fund, and the Swiss Confederation, represented by the Swiss Agency for Development and Cooperation (the "Contributor") effective as of April 7, 2014 (the "Contribution Agreement").
2. The Trustee and the Fund acknowledge that the Contributor agrees to provide a supplemental contribution in the amount of thirty million United States dollars (USD 30,000,000) (the "Supplemental Contribution") as a grant contribution to the Trust Fund in accordance with the terms of this Amendment.
3. The Contributor shall deposit the Supplemental Contribution into the bank account designated by the Trustee on or before April 28, 2015 and upon submission of a payment request by the Trustee.
4. When making any deposit, the Contributor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, 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.
5. The Trustee shall hold the Supplemental Contribution funds in the holding currency of the Trust Fund, which as of the date of this Amendment is United States dollars. The holding currency of the Trust Fund may be subsequently modified by the agreement of the Board of the Fund and the Trustee.
6. All other terms of the Contribution Agreement shall remain the same and apply to the Supplemental Contribution.
7. The Trustee shall disclose this Amendment and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Amendment, the Contributor and the Fund consent to the disclosure of this Amendment and related information on this Trust Fund.

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


GREEN CLIMATE FUND

By: 

Héla Cheikhrouhou
Executive Director

Date: 10 April 2015


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

By: 

Jaehyang So
Director
Multilateral Trusteeship and Innovative Financing
Concessional Finance and Global Partnerships

Date: April 7, 2015

**THE SWISS CONFEDERATION, REPRESENTED BY THE SWISS AGENCY FOR
DEVELOPMENT AND COOPERATION**

By: 

Manuel Sager
Director-General
Swiss Agency for Development and Cooperation
Federal Department of Foreign Affairs
Switzerland

Date: April 14, 2015

***Trust Fund Contribution Agreement among the Swiss Confederation, represented by the Swiss Agency for Development and Cooperation, 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)
(Contributor's Reference No: Agreement no. 81032684, 7F-09029.01.02)***

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 Swiss Confederation, represented by the Swiss Agency for Development and Cooperation ("Contributor") agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of seventy million United States Dollars (USD 70,000,000) ("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 April 7, 2014, as supplemented and amended on April 14, 2015, pursuant to which the Contributor has made available contributions to the Trust Fund in the amounts of five hundred thousand Swiss Francs (CHF 500,000) and thirty million United States Dollars (USD 30,000,000), respectively. The parties hereto agree that with this Supplemental Contribution in the amount of seventy million United States Dollars (USD 70,000,000), the total amount of contributions provided by the Contributor to the Trust Fund shall now aggregate to five hundred thousand Swiss Francs (CHF 500,000) and one hundred million United States Dollars (USD 100,000,000) ("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 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 installments in accordance with the following schedule:

(a) on or before April 28, 2016, and upon submission of a payment request by the Trustee, the amount of thirty five million United States Dollars (USD 35,000,000); and

(b) on or before April 28, 2017 and upon submission of a payment request by the Trustee, the amount of thirty five million United States Dollars (USD 35,000,000).

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

5.3 When making any 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.

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:

Director General
Swiss Agency for Development and Cooperation
Federal Department of Foreign Affairs
Freiburgstrasse 130, 3003 Bern
Switzerland

Tel: +41 58 46 23401
Fax: +41 58 46 23505
E-mail: manuel.sager@eda.admin.ch

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

8. 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 8 shall be in lieu of any other procedure for the settlement of disputes between the Fund and the Contributor.

9. 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 SWISS CONFEDERATION, REPRESENTED BY THE SWISS AGENCY FOR DEVELOPMENT AND COOPERATION

By: 
Manuel Sager
Director General
Swiss Agency for Development and Cooperation

Date: 28.1.2016

GREEN CLIMATE FUND

By: 
Hela Cheikhrouhou
Executive Director

Date: 11 February 2016

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: November 24, 2015