

Contribution Agreement

Republic of Finland



**GREEN
CLIMATE
FUND**

Ms. Hla Cheikhrouhou
Executive Director
Secretariat of the Green Climate Fund
Songdo International Business District
INCHEON, REPUBLIC OF KOREA

Helsinki, 30th October 2015

Dear Ms. Cheikhrouhou

Re: Finland's contribution to the Green Climate Fund, 2015-2018

We refer to the Contribution Arrangement dated 26th October 2015 between Finland ("**Finland**"), the Green Climate Fund ("**GCF**") and the International Bank for Reconstruction and Development, serving as the interim trustee of the Green Climate Fund trust fund, relating to a EUR 34.7 million contribution to the GCF.

We wish to reiterate the statement by the representative of the Government of Finland at the High-Level Pledging Conference of the Green Climate Fund held on 19-20 November 2015 in Berlin, quote: "I am now happy to specify our plans as to this Initial Resource Mobilization of the Fund for the period 2015-2018. This will play out in two dimensions, and will be overall in grant and unearmarked. Firstly, I am happy to announce that we aim for our funding for the 2015-2018 period to be, in total, at the level of 80 million Euros, subject to Parliamentary approval. And secondly I announce, within this 80 million Euros and subject to Parliamentary approval, 34.7 million Euros as a pledge to be disbursed to the Fund in 2015 in view of securing a robust early operationalization of the Fund." End quote.

We hereby reaffirm our aim to supplement our original pledge, as referred to above, subject to Parliamentary approval.

We note with appreciation that the Board of the GCF has adopted procurement guidelines, which comply with our legal requirements, administrative guidelines, including on generally accepted bookkeeping standards and practices. We also acknowledge the progress made by the Fund on entering into written agreements with its accredited entities, which include the terms as approved by the Board in its ninth meeting.

We acknowledge that this letter will be published by the GCF in accordance with the provisions of the Contribution Agreement.

Yours sincerely,



Pekka Puustinen
Director General
Department for Development Policy
Ministry for Foreign Affairs



**GREEN
CLIMATE
FUND**

EXECUTIVE DIRECTOR

Mr. Pekka Puustinen
Director General
Department for Development Policy
Ministry for Foreign Affairs
Republic of Finland

Date : 31 October 2015
Reference : HC/JS/tj
Page : 1 of 1

Subject : Your letter dated 30 October 2015

Dear Mr Puustinen,

On behalf of the Green Climate Fund (the Fund), I acknowledge receipt of your letter dated 30 October 2015.

In accordance with the standard provisions which apply to the contribution made by Finland, both your letter referred to above and this letter will be published on the Fund's website.

Yours sincerely,



Héla Cheikhrouhou

*Trust Fund Contribution Agreement among the Ministry for Foreign Affairs of Finland, 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 Ministry for Foreign Affairs of Finland (“Contributor”) agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of thirty four million seven hundred thousand Euros (EUR 34,700,000) (“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 September 21, 2012, as amended on April 28, 2014, pursuant to which the Contributor has made available contribution 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 thirty five million two hundred thousand Euros (EUR 35,200,000) (“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 promptly following countersignature of this Contribution Agreement by the Contributor and upon submission of a payment request by the Trustee.
 - 5.2 Any deposit into the Trust Fund to be made under this Contribution Agreement is subject to there being an annual appropriation by the Parliament of Finland for the fiscal year in which such transfer is to be made.

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 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
Unit for International Environmental Policy
Department for Development Policy
Ministry for Foreign Affairs
PO Box 512
00023 GOVERNMENT
Finland

Tel: +358 295 351 030
Fax: +358 9 160 56202
E-mail: KEO-60@formin.fi

7. In providing funds under this Contribution Agreement, the Contributor does not intend to accept any responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of the activities of the Fund.

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

MINISTRY FOR FOREIGN AFFAIRS OF FINLAND

By: 
Pekka Puustinen
Director General
Department for Development Policy
Ministry for Foreign Affairs

Date: 27th October 2015

GREEN CLIMATE FUND

By: 
Héla Cheikhrouhou
Executive Director

Date: November 1st 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: October 26, 2015

Amendment to the Trust Fund Contribution Agreement among the Ministry for Foreign Affairs of Finland, 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. Reference is made to the Trust Fund Contribution Agreement among the Ministry for Foreign Affairs of Finland (the "Contributor"), the Green Climate Fund (the "Fund") and the International Bank for Reconstruction and Development (the "Bank"), serving as the interim trustee (the "Trustee") of the Green Climate Fund Trust Fund (MTO No. 069022) (the "Trust Fund"), effective as of November 1, 2015 (the "Contribution Agreement").

2. The Fund and the Trustee acknowledge that the Contributor agrees to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of forty-five million three hundred thousand Euro (EUR 45,300,000) (the "Supplemental Contribution") in the form of a Grant Contribution in accordance with the terms of this amendment (the "Amendment"). The capitalized terms used in this Amendment and not defined herein shall have the meaning given to them in the Contribution Agreement.

3. 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:

3.1. The Contributor shall deposit the Supplemental Contribution in installments in accordance with the following schedule:

- (a) on or before June 30, 2019 and upon submission of a payment request by the Trustee, the amount of twenty-two million one hundred fifty thousand Euro (EUR 22,150,000); and
- (b) on or before June 30, 2020 and upon submission of a payment request by the Trustee, the amount of twenty-three million one hundred fifty thousand Euro (EUR 23,150,000).

3.2. Any deposit of cash under paragraph 3.1 above shall be made into the bank account designated by the Trustee.

3.3. 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.

3.4. The parties hereto acknowledge that as of the date of this Amendment, 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 if the Bank is not the Trustee of the Trust Fund as of the date of the payment, in which case the provisions of paragraph 8.6 of the GCF Trust Fund Agreement and paragraph 5.4 of the Standard Provisions shall apply.

4. Additionally, the Contributor's address and other contact information in paragraph 6 of the Contribution Agreement are amended to read as follows:

"For the Contributor:

Director
Unit for Sustainable Development and Climate Policy
Department for Development Policy
Ministry for Foreign Affairs
P.O. Box 26
00023 GOVERNMENT
Finland

Tel: +358 295 16001
Fax: +358 29 541 8888
E-mail: KEO-90@formin.fi"

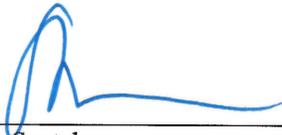
5. All other terms of the Contribution Agreement shall remain the same and apply to the Supplemental Contribution.
6. By entering into this Amendment, the parties consent to disclosure of this Amendment and related information on this Trust Fund in accordance with paragraph 11.1 of the Standard Provisions.

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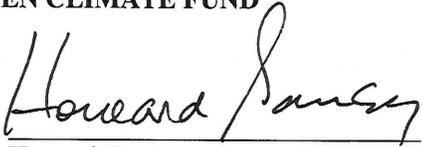
7. Each of the parties to this Amendment represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The parties are requested to sign and date this Amendment, and upon possession by the Trustee of this fully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

Thus signed in three (3) original copies.

MINISTRY FOR FOREIGN AFFAIRS OF FINLAND

By:  _____ Date: 1.3.2018
Satu Santala
Director General, Department for Development Policy

GREEN CLIMATE FUND

By:  _____ Date: 13 March 2018
Howard Bamsey
Executive Director

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

By:  _____ Date: 2/8/18
Dirk Reinermann
Director
Trust Funds and Partner Relations
Development Finance