

Contribution Arrangement

Netherlands



**GREEN
CLIMATE
FUND**

Trust Fund Contribution Arrangement among the International Bank for Reconstruction and Development, serving as the interim trustee of the Green Climate Fund Trust Fund, the Government of The Netherlands, acting through its Minister for Foreign Trade and Development Cooperation and the Green Climate 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 Government of The Netherlands, acting through its Minister for Foreign Trade and Development Cooperation (“Contributor”) has decided to make available to the Trust Fund for the benefit of the Fund a supplemental contribution in the amount of one hundred million Euros (EUR 100,000,000) (“Supplemental Contribution”) in the form of a Grant Contribution in accordance with the terms of this Contribution Arrangement. Capitalized terms used in this Contribution Arrangement and not defined herein will 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 signatories 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 May 22, 2012, as supplemented and amended on December 17, 2013, pursuant to which the Contributor has made available contributions to the Trust Fund. The signatories hereto accept that with this Supplemental Contribution, the total amount of contributions provided by the Contributor to the Trust Fund will now aggregate to one hundred million five hundred thousand Euros (EUR 100,500,000) and two hundred eighty five thousand seven hundred fourteen United States dollars (USD 285,714) (“Contributions”), all of which are in the form of Grant Contributions and, by virtue of this Contribution Arrangement, will be accounted and administered in accordance with the provisions of this Contribution Arrangement.
3. The signatories hereto decide that: (a) the Trustee will 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 provisions of the GCF Trust Fund Agreement will apply to this Contribution Arrangement. In case of any inconsistency between this Contribution Arrangement and the Standard Provisions, the terms of the Standard Provisions will 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, will 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 will make payments for the Supplemental Contribution to the Trust Fund in cash as follows:

- 5.1. The Contributor will deposit the amount of forty-six million three hundred thousand Euros (EUR 46,300,000) in installments in accordance with the following schedule:
 - (a) promptly following countersignature of this Contribution Arrangement by the Contributor and upon submission of a payment request by the Trustee, the amount of six million seven hundred thousand Euros (EUR 6,700,000);
 - (b) on or before April 30, 2016 and upon submission of a payment request by the Trustee, the amount of eleven million seven hundred thousand Euros (EUR 11,700,000);
 - (c) on or before April 30, 2017 and upon submission of a payment request by the Trustee, the amount of fifteen million six hundred thousand Euros (EUR 15,600,000); and
 - (d) on or before April 30, 2018 and upon submission of a payment request by the Trustee, the amount of twelve million three hundred thousand Euros (EUR 12,300,000).
 - 5.2. Any transfer into the Trust Fund to be made under this Contribution Arrangement is subject to the Contributor's Parliamentary appropriation.
 - 5.3. Any deposit of cash under paragraph 5.1 above will be made into the bank account designated by the Trustee.
 - 5.4. When making any deposit of cash, the Contributor will 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. In accordance with paragraph 2 of the Standard Provisions, the Contributor will make payments for the Supplemental Contribution to the Trust Fund through the deposit of promissory notes as follows:
- 6.1. The Contributor will deposit with De Nederlandsche Bank N.V., one (1) non-interest bearing promissory note in the total amount of fifty-three million seven hundred thousand Euros (EUR 53,700,000) issued by the Contributor and payable to the Trustee on demand, on or before April 30, 2018 and upon submission of a payment request by the Trustee.
 - 6.2. The deposit of promissory note to be made under this Contribution Arrangement is subject to the Contributor's Parliamentary appropriation.
 - 6.3. The Contributor will promptly notify the Trustee when the promissory note has been deposited with De Nederlandsche Bank N.V.

- 6.4. The Contributor and the Fund will, acknowledging paragraph 8 below, decide on an encashment schedule of the promissory note deposited under paragraph 6.1 above, with the first encashment to be made no earlier than April 30, 2019, and will notify the Trustee of such decided 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.
 - 6.5. The promissory notes deposited may be encashed by the Trustee upon receipt of Written Instruction from the Secretariat, subject to paragraph 8 below.
 - 6.6. 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 6.1 above has not been paid in full, the Contributor and the Fund accept that the Trustee may, and the Trustee will, transfer such promissory note to the successor trustee, pursuant to the provisions of the promissory note.
7. The Supplemental Contribution is being provided in installments under paragraphs 5.1 and 6.1 above on the basis of expected 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 installment schedule will be amended as decided by the Contributor, the Fund and the Trustee.
8. The signatories hereto acknowledge that as of the date of this Contribution Arrangement, 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. Notwithstanding paragraphs 5 and 6 above, the Trustee will not receive any payments of Contributions or encash any promissory note 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 6.6 above will apply.
9. Any notice, request or other communication to be given or made under this Contribution Arrangement will be in writing in the English language and delivered by mail, facsimile or e-mail to the respective signatory's address specified below or at any other address as the signatory may notify in writing to the other signatories from time to time:

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:

Remco Zeeuw
Minister (Economic), The Netherlands Embassy
The Royal Netherlands Embassy in Washington, D.C.
Linnean Avenue N.W. 4200 20008
Washington, D.C.
U.S.A.

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E-mail: IGG@minbuza.nl

For the Fund:

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

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

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

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

12. For the purpose of this Contribution Arrangement:

- 12.1 all references made in the Standard Provisions to “shall”, “Contribution Agreements”, “Contribution Agreement”, “Loan Agreements” and “Loan Agreement” will have the same meaning as the term “will”, “Contribution Arrangements”, “Contribution Arrangement”, “Loan Arrangements” and “Loan Arrangement”, respectively;
- 12.2 all references made in paragraph 11 of the Standard Provisions to “parties” will have the same meaning as the term “signatories”; and
- 12.3 all provisions in the Standard Provisions that indicate an agreement on the part of the Contributor will be read to mean an acceptance by the Contributor.

13. Any dispute, controversy or claim arising out of this Contribution Arrangement between the signatories will be settled by negotiation or other mutually accepted mode of settlement.

14. It is understood that this Contribution Arrangement is not an international treaty. It is an administrative arrangement among the Contributor, the Fund and the Trustee. Each of the signatories to this Contribution Arrangement represents, by confirming its acceptance below, that it is authorized to enter into this Contribution Arrangement and act in accordance with these terms and conditions. The signatories are requested to sign and date this Contribution Arrangement, and upon possession by the Trustee of this fully signed Contribution Arrangement, this Contribution Arrangement will become effective as of the date of the last signature.

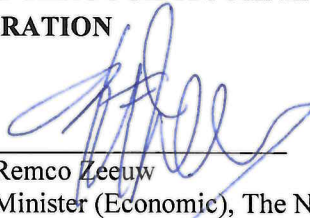
Thus signed in three (3) original copies.

**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 27, 2015

**THE GOVERNMENT OF THE NETHERLANDS,
ACTING THROUGH ITS MINISTER FOR FOREIGN TRADE AND DEVELOPMENT
COOPERATION**

By: 
Remco Zeeuw
Minister (Economic), The Netherlands Embassy

Date: 4/27/15

GREEN CLIMATE FUND

By: 
Héla Cheikhrouhou
Executive Director

Date: 29 April 2015