Anthony Requin
Assistant Secretary
Multilateral Affairs, Trade and Development Policies Department
Directorate-general of the Treasury
Ministry of Economy, Finance and Industry
139 rue de Bercy - 75 572 Paris cedex 12

Donation to the Adaptation Fund Trust Fund (TF No. 069013)

Dear Mr. Requin:

1. We make reference to the Trust Fund Administration Agreement between the Government of France (the "Donor") and the International Bank for Reconstruction and Development ("IBRD") concerning the Multi-Donor Trust Fund for the Secretariat for the Adaptation Fund Board (TF No. 071015) dated December 18, 2008 (the "AF Secretariat Agreement").

2. We are pleased to acknowledge the intention of the Donor to make a donation to the Adaptation Fund Trust Fund (TF No. 069013) (the "Trust Fund") in the amount of Fifty Three Thousand Three Hundred Forty United States Dollars (USD 53,340) (the "Donation").

3. The Donation shall be made in accordance with the terms of this agreement and the Terms and Conditions applicable to Donations to the Adaptation Fund Trust Fund attached hereto as Annex 1. Annex 1 constitutes an integral part of this letter (the "Letter").

4. Upon effectiveness of this Letter, the Donor instructs the IBRD to transfer the Donation out of the pro-rata share of funds inclusive of investment income earned under the Multi-Donor Trust Fund for the Secretariat for the Adaptation Fund Board (TF No. 071015), and which is currently held at France’s Donor Balance Account (TF No. 059001), to The Adaptation Fund Trust Fund (TF No. 069013) (the Adaptation Fund Trust Fund).

5. The offices responsible for coordination of all matters related to the implementation of this Agreement are:

For the Trustee:

Director
Multilateral Trusteeship and Innovative Financing
The World Bank
1818 H St. NW
Washington, DC 20433
U.S.A.

Tel: +1 202 458 0019
Fax: +1 202 614 0933
E-mail: aftrustee@worldbank.org
For the Donor:

Anthony Requin
Assistant Secretary
Multilateral Affairs, Trade and Development Policies Department
Directorate-general of the Treasury
Ministry of Economy, Finance and Industry
139 rue de Bercy - 75 572 Paris cedex 12
Tel: +33 (0)1 44 87 73 00
Fax: +33 (0)1 53 18 76 56
E-mail: anthony.requin@dgtresor.gouv.fr

6. This Letter may be modified only by written consent between the parties.

7. For the purpose of this Letter, the term “Agreement” referred to in Annex 1 to this Letter will be deemed to refer to this Letter.

8. The IBRD will disclose this Letter and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Letter, the Donor consents to such disclosure.

9. Please confirm your agreement with the foregoing by signing, dating, and returning to us the enclosed copy of this Letter. Upon receipt by the Trustee of the copy of this Letter countersigned by you, the agreement contained herein will become effective as of the date of the countersignature.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee for the Adaptation Fund

CONFIRMED AND AGREED:

GOVERNMENT OF FRANCE

By: Anthony Requin
Assistant Secretary
Multilateral Affairs, Trade and Development Policies Department
Directorate-general of the Treasury
Ministry of Economy, Finance and Industry

Date: 24.03.13
Annex 1

Terms and Conditions applicable to Donations to the Adaptation Fund Trust Fund

1. Terms of Donation

1.1 In accordance with the Adaptation Fund Guidelines for Accepting Donations approved by the Adaptation Fund Board during its Eighth Meeting in Bonn from November 16-18 2009 (the "Guidelines"), the Donation shall be unconditional and form part of the Adaptation Fund Trust Fund’s general resources with no specific sectoral, regional or project-by-project earmarking of the Donation.

1.2 In accordance with the Guidelines, it is understood that the Donation:

(i) shall not establish any membership or governance rights in the Adaptation Fund for the benefit of the Donor;

(ii) is not intended to confer a special advantage or preference to the Donor in obtaining access to information not otherwise in the public domain, or to the Adaptation Fund Board, Secretariat, Trustee or staff;

(iii) is not intended to confer a special advantage or preference to the Donor in competing with any other entity in relation to any Adaptation Fund procurement; and

(iv) shall have no bearing on any ongoing or subsequent business decisions by, or opportunities with, the Adaptation Fund Board.

1.3 The Donor may use the Adaptation Fund logo, trademark or name only in the manner approved by the Adaptation Fund Board. Publicity about the Donation, press briefings and other materials on the Donation to be issued by the Donor shall be subject to prior written approval of the Adaptation Fund’s Secretariat, which approval may be granted by any means of communication such as fax, electronic mail etc.

2. Administration of the Donation

The Donation shall be administered by the Trustee in accordance with the terms of this Agreement, the Terms and Conditions of Services to be provided by the International Bank for Reconstruction and Development as Trustee for the Adaptation Fund, as may be amended from time to time, the relevant decisions of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol, and the decisions of the Adaptation Fund Board.

3. Reporting

The Donor acknowledges that no separate reporting from the Trustee will be provided in connection with the use of the Donation. In accordance with the Guidelines, reports on the activities of the Adaptation Fund will be accessible through the Adaptation Fund website: www.adaptation-fund.org.

4. Termination

In accordance with the Guidelines, the Trustee may terminate this Agreement by giving the Donor sixty (60) days prior written notice. In that case, the Trustee shall return the Donor’s pro-rata share of any uncommitted Donations within sixty (60) business days of such notice.
5. Disclosure

The Trustee may disclose this Agreement and the arrangements contemplated hereunder in accordance with the World Bank's policy on disclosure of information, in effect at the time of such disclosure. By entering into the Agreement, the Donor consents to its disclosure and of the arrangements contemplated hereunder.

6. Privileges and Immunities

Nothing in this Agreement shall be considered a waiver of any privileges or immunities of the International Bank for Reconstruction and Development under its Articles of Agreement or any applicable law, all of which are expressly reserved.