AMENDED AND RESTATED AGREEMENT

on

the Terms and Conditions for the Administration of the Green Climate Fund Trust Fund

between

GREEN CLIMATE FUND

and

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

Dated April 22, 2015
This AMENDED AND RESTATED AGREEMENT on the Terms and Conditions for the Administration of the Green Climate Fund Trust Fund ("Agreement"), dated April 22, 2015, is entered into between the GREEN CLIMATE FUND ("Fund"), acting through its Board ("Board"), 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"). The Fund and the Trustee shall be collectively referred to as the "Parties" and each a "Party".

PREAMBLE:

WHEREAS the Fund has been established following the decision of the Conference of the Parties ("COP") to the United Nations Framework Convention on Climate Change ("UNFCCC") at its sixteenth session (decision 1/CP.16);

WHEREAS the COP in decision 1/CP.16 invited the Bank to serve as the interim trustee for the Fund, subject to a review three years after the operationalization of the Fund;

WHEREAS in serving as the interim trustee of the Fund, the Trustee has established the Trust Fund to receive contributions from contributors to the Trust Fund ("Contributors") and has been administering the Trust Fund in accordance with the terms of the contribution agreements entered into with the Contributors, which include the Standard Provisions Applicable to the Green Climate Fund Trust Fund ("Initial Standard Provisions"), approved by the Board in its decision B.02-12/05 (a);

WHEREAS under the “Agreement between the Republic of Korea and the Green Climate Fund concerning the Headquarters of the Green Climate Fund”, entered into force on 27 August 2013, and the “Act for Supporting Operation of the Green Climate Fund” of 30 July 2013, the Fund possesses juridical personality and as such, has the ability to enter into agreements with States and international organizations;

WHEREAS pursuant to paragraph 18 (o) of the Governing Instrument for the Green Climate Fund, as approved by the COP at its seventeenth session (decision 3/CP.17) ("Governing Instrument"), which stipulates that the Board will enter into legal and administrative arrangements with the trustee, the Parties entered into the Agreement on the Terms and Conditions for the Administration of the Green Climate Fund Trust Fund dated 15 October 2013, as amended (the "Original Agreement") to establish the terms and conditions for the administration of the Trust Fund by the Trustee to replace the terms and conditions of the Initial Standard Provisions; and

WHEREAS following the endorsement by the Board, in its decision B.08/13, of the policies for contributions, the Parties wish to amend and restate the Original Agreement to reflect the terms and conditions for the administration of the Trust Fund by the Trustee as prescribed in such policies.
NOW THEREFORE, the Parties hereto agree as follows:

1. Establishment of the Trust Fund

1.1. The Trustee shall establish the Trust Fund to receive contributions (the aggregate of all contributions from the Contributors, the “Contributions”) from the Contributors and shall hold in trust, as legal owner, and administer the funds, assets and receipts that constitute the Trust Fund, to support the activities of the Fund in accordance with the terms of this Agreement, including all Annexes and Attachments attached hereto, which constitute an integral part hereof.

1.2. Without prejudice to the generality of the foregoing, and except as otherwise provided herein, the Trustee shall administer the funds, assets and receipts that constitute the Trust Fund only for the purpose of, and in accordance with, the relevant decisions of the Board or other person(s) designated in writing by the Board for that purpose (“Authorized Designee”), when such decisions are provided to the Trustee in writing. The Trustee shall be closely consulted in the development of decisions taken by the Board or the Authorized Designee which relate in any way to the functions of the Trustee performed or to be performed under this Agreement. In the absence of such consultation with and the agreement of the Trustee, the Trustee shall not be bound by any decision of the Board or the Authorized Designee, to the extent that such a decision relates to the functions of the Trustee performed or to be performed under this Agreement.

1.3. The Trustee shall be responsible neither: (a) for inquiring or investigating whether any decisions of the Board or Authorized Designee or Written Instruction (as defined below) provided to the Trustee contravene any existing decisions of the Board or Authorized Designee; nor (b) for making any inquiry or investigation into the facts or matters stated in any such decisions or Written Instructions, and shall have no liability for relying in good faith on any such decisions or Written Instructions, without further inquiry or investigation on its part or otherwise for any actions taken, or omitted to be taken, in good faith.

2. Administration of the Trust Fund

2.1. The Trustee shall be responsible only for performing those functions specifically set forth in this Agreement and shall not be subject to any other duties or responsibilities to the Fund or any Contributor, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this Agreement shall be considered a waiver of any privileges or immunities of: (a) the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved; or (b) the Fund under its Governing Instrument or any applicable law or treaty, all of which are expressly reserved.

2.2. The Fund agrees that the Trustee shall be fully indemnified, out of the assets of the Fund, including the Trust Fund resources, for any liabilities, claims, losses, costs and expenses, including attorneys’ fees and expenses, incurred by the Trustee in connection with or in any way arising out of its activities as Trustee under this Agreement. Such
indemnity shall not include any liabilities, claims, losses, costs or expenses incurred by the Trustee as a direct result of its own gross negligence or willful misconduct.

3. Contributions and Contribution Agreements

3.1. The Trustee may accept Contributions from Contributors who are parties that have ratified the UNFCCC ("Parties to the UNFCCC"), in accordance with the provisions of this Agreement and pursuant to contribution agreements/arrangements concluded as tripartite agreements/arrangements among the Fund, the Trustee and the Contributors (the "Contribution Agreement"). The Trustee may accept, on terms agreed with the Trustee and approved by the Board or the Authorized Designee, Contributions from Contributors who are not Parties to the UNFCCC in accordance with the provisions of this Agreement and pursuant to the Contribution Agreements.

3.2. Standard provisions applicable to the Contributions to the Trust Fund are set out in Annex I (Standard Provisions Applicable to the Contributions to the Green Climate Fund Trust Fund) of this Agreement.

3.3. The Fund and the Trustee shall enter into a Contribution Agreement with each Contributor. The Contribution Agreement shall provide, among other things, that the Contribution from the Contributor shall be administered by the Trustee in accordance with the terms of this Agreement. Each Contribution Agreement shall be in form and substance acceptable to the secretariat of the Fund (the "Secretariat") and the Trustee. For the avoidance of doubt, the Contribution Agreements shall include any loan agreements entered into among the Fund, a Contributor and the Trustee (a "Loan Agreement"), if, subject to the terms of this Agreement, any such agreement is entered into to receive a Contribution to the Trust Fund in the form of a loan contribution.

4. Commingling, Exchange and Investment of the Contributions

4.1. The Contributions shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. For administrative and investment purposes, the Contributions may be commingled with other trust fund assets maintained by the Bank.

4.2. The Contributions may be freely exchanged by the Trustee into other currencies as may facilitate their administration as provided herein.

4.3. The Trustee shall invest and reinvest the Contributions pending their transfer in accordance with the Bank’s policies and procedures for the investment of trust funds administered by the Bank. The Trustee shall credit all income from such investment to the Trust Fund to be used for any purposes provided for under this Agreement.

4.4. The Trust Fund shall be maintained by the Trustee in the currency(ies) set forth in Annex II (Holding Currencies) attached hereto (a "Holding Currency"), as the same may be amended from time to time in accordance with paragraph 8.2 below.
5. **Transfer of Trust Fund Resources**

5.1. Except as provided in paragraph 5.4 below, the Trustee shall, subject to the terms of this Agreement, transfer Trust Fund resources in the manner and pursuant to procedures agreed between the Secretariat and the Trustee; and only at, and in accordance with, a written instruction of the Fund, provided to the Trustee by the Authorized Designee of the Fund in a form and manner agreed between the Trustee and the Secretariat (the “Written Instruction”).

5.2. The Secretariat shall provide the Trustee with the necessary information for the Trustee to effect any transfer of Trust Fund resources under paragraph 5.1 above.

5.3. Upon the transfer of Trust Fund resources by the Trustee under paragraph 5.1 above, the Trustee shall have no responsibility for the use of the Trust Fund resources so transferred, and each entity to whom the Trust Fund resources are transferred by the Trustee shall be responsible to the Fund for the use of the Trust Fund resources so transferred and the activities carried out therewith.

5.4. For the purpose of financing the administrative costs of the Trustee, the Trustee shall submit to the Board a proposal for administrative budget to cover the full costs of services to be provided by the Trustee in the upcoming budget period (and/or the services provided prior to the execution of this Agreement) in connection with the performance of its functions under this Agreement, which shall be paid from the Trust Fund resources. Upon approval by the Board of such a proposal, the Trustee shall transfer the amount to its own account from the Trust Fund resources; provided that the amount of the resources transferred may be subject to an end of budget period adjustment on the basis of full cost recovery for the services provided during the budget period, as such arrangement may be agreed between the Board and the Trustee in connection with the aforementioned proposal.

5.5. Subject to paragraph 5.6 below, the Secretariat and the Trustee shall agree to the manner and procedures by which the Trustee may receive any return or reflow of funds from any of the entities in receipt of the Trust Fund resources transferred by the Trustee pursuant to this Agreement. To the extent that the Trustee has received any such return or reflow of funds from any such entities, the Trustee shall credit to the Trust Fund such amount received, which shall become available for further transfer of funds under and pursuant to this Agreement.

5.6. The Trustee shall not be involved in any action seeking to enforce the return of any Trust Fund resources, including any misused funds or reflow of funds, from any of the entities in receipt of the Trust Fund resources transferred under this Agreement.

6. **Accounting and Financial Reporting**

6.1. The Trustee shall maintain separate records and ledger accounts in respect of the Contributions deposited in the Trust Fund account and transfers made therefrom.

6.2. The Trustee shall furnish to the Board quarterly (or at any other frequency agreed between the Board and the Trustee) financial reports of the Trust Fund.
6.3. Unless otherwise agreed by the Board and the Trustee, the Trustee shall provide to the Board, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising: (a) a management assertion together with an attestation from the Bank’s external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (b) a combined financial statement for all cash-based trust funds together with the Bank’s external auditor’s opinion thereon. The cost of the single audit shall be borne by the Bank.

6.4. The Fund or a Contributor may request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the Trust Fund; provided that the costs of any such audit, including the internal costs of the Bank with respect to the audit, shall be paid by the Trust Fund if the audit was requested by the Fund or paid by the requesting Contributor if the audit was requested by the Contributor.

6.5. The Trustee shall furnish the Secretariat, in the manner and frequency agreed between the Secretariat and the Trustee, with information on: (a) the amounts and types of Contributions received in the Trust Fund; (b) the amounts of resources transferred from the Trust Fund by the Trustee; (c) the amounts of resources returned to the Trust Fund by the entities to whom the Trust Fund resources were transferred by the Trustee; and (d) any such other information as may be agreed in writing between the Secretariat and the Trustee from time to time.

7. Authorization and Enforceability

7.1. Each Party hereby represents and warrants that:

(a) it has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement;

(b) its execution, delivery and performance of this Agreement and its consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite internal action; and

(c) this Agreement has been duly executed and delivered by the Party and is a valid and binding obligation of the Party, enforceable against it in accordance with its terms.

8. Amendment, Effectiveness and Termination

8.1. This Agreement shall become effective upon the signatures of both Parties.

8.2. This Agreement may be amended only with the agreement of the Fund and the Trustee in writing, except that Annex I (Standard Provisions Applicable to the Contributions to the Green Climate Fund Trust Fund), including any attachment thereto, may only be amended in accordance with its terms.

8.3. The Fund may terminate the Bank’s role as the interim trustee of the Trust Fund at any time upon six (6) months’ prior written notice to the Bank.
8.4. It is envisaged that the Bank will serve as the interim trustee of the Trust Fund, subject to a review by the Board three (3) years after the operationalization of the Fund. Unless otherwise agreed between the Board and the Bank, the Bank's role as the interim trustee of the Trust Fund shall terminate on 30 April 2018, except as set forth in paragraph 8.5 below.

8.5. Notwithstanding paragraph 8.4 above, the Bank may terminate its role as the interim trustee of the Trust Fund at any time upon six (6) months' prior written notice to the Board.

8.6. Following termination of the Bank's role as the interim trustee of the Trust Fund pursuant to paragraph 8.3, 8.4 or 8.5 above, the Bank shall carry on no business for the Trust Fund as the interim trustee except to the extent needed to avoid discontinuity in trustee services. The Bank shall, in consultation with the Secretariat to the extent possible, take all necessary action for winding up its affairs in an expeditious manner, including for the transferring of Trust Fund assets to the successor as directed by the Secretariat in writing without undue delay, and for meeting outstanding commitments. All of the powers and rights of the Trustee under this Agreement, including the right to be reimbursed for fees, costs and expenses incurred under this Agreement, shall continue until the affairs of the Trustee have been wound up. The Fund agrees to make all reasonable efforts to assist the Trustee with the winding up under this paragraph.

9. Notices

9.1. Unless otherwise specified in this Agreement, any communication, notice or request required or permitted to be given or made under this Agreement shall be executed in writing by the authorized person set forth below (or other authorized person as may be notified in writing by one Party to the other from time to time) and delivered to the address set forth below, or other contact details as may be notified in writing by one Party to the other from time to time.

For the Fund:

Chief Financial Officer
Green Climate Fund

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

Telephone: + 82 32 458 6059
Facsimile: + 82 32 458 6094
E-mail: CFO@gcfund.org
For the Trustee:

Director
Trust Funds and Partnerships
The World Bank
1818 H Street, N.W.
Washington, DC 20433
U.S.A.

Telephone: +1 (202) 473-7654
Facsimile: +1 (202) 522-2447
E-mail: gcfitruestee@worldbank.org

10. Dispute Resolution

10.1. The Fund and the Trustee shall, to the extent possible, strive to resolve promptly and amicably questions of interpretation and application of this Agreement and settle any disputes, controversy or claims arising out of or relating to this Agreement.

10.2. Any dispute, controversy or claim arising out of or relating to this Agreement, which has not been settled by the agreement between the Parties, shall be submitted to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) in force on the effective date of this Agreement, and the following provisions: (a) the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration; and (b) the language of the arbitral proceedings shall be English.

10.3. Any arbitral award under paragraph 10.2 above shall be final and binding upon the Parties. The provisions set forth in paragraphs 10.1 and 10.2 above shall be in lieu of any other procedure for the settlement of disputes between the Parties.

11. Disclosure

11.1. The Trustee and the Fund will disclose this Agreement and related information on the Trust Fund that are provided to them pursuant to this Agreement (excluding any information provided by the Parties in confidence) in accordance with their respective policies and procedures with respect to the disclosure of information, in effect at the time of such disclosure. By entering into this Agreement, the Parties consent to disclosure of this Agreement and such related information on the Trust Fund in accordance with such policies and procedures.

12. Execution in Counterpart

12.1. This Agreement may be simultaneously executed in several copies, each of which shall be an original and all of which shall constitute but one and the same instrument.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on its behalf by its duly authorized officer, as of the date first above written.

GREEN CLIMATE FUND

By: Hela Cheikhrouhou
    Executive Director

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
ANNEX I

Standard Provisions Applicable to the Contributions to the Green Climate Fund
Trust Fund

This Annex ("Standard Provisions") shall be applicable to and form an integral part of the GCF Trust Fund Agreement (as hereinafter defined) and shall be applicable to all Contribution Agreements (as hereinafter defined).

1. Definitions

1.1. In these Standard Provisions, unless otherwise defined or the context otherwise requires, the following terms shall have the following meanings:

“Applicable Policies” means the policies of the Fund with respect to uses of Contributions, the initial financial risk management framework and the initial investment framework, listed for information purposes only in Attachment A, and other policies approved by the Board, all as may be amended or supplemented from time to time by the Board;

“Bank” means the International Bank for Reconstruction and Development;

“Board” means the board of the Fund;

“Capital Contribution” means a capital contribution to the Trust Fund provided by a Contributor, where subject to the terms of these Standard Provisions, the amount contributed may only be used for financial instruments that are meant to generate reflows, unless otherwise agreed in a specific Contribution Agreement;

“Contributions” means the aggregate of all contributions in the form of Grant Contributions, Capital Contributions, Loan Contributions and Cushions provided by all Contributors to the Trust Fund under Contribution Agreements; and a “Contribution” means any one of them;

“Contribution Agreements” means all contribution agreements and arrangements, including the Loan Agreements, entered into among (a) the Fund, (b) the Bank, serving as the Trustee of the Trust Fund, and (c) the Contributors; and a “Contribution Agreement” means any one of them;

“Contributors” means contributors that provide Contributions; and a “Contributor” means any one of them;

“Contributor’s Share” means the share of Trust Fund Resources that a Grant Contributor or Capital Contributor is entitled to receive as calculated pursuant to Clause 4 below;
“Cushion” means an additional contribution to the Trust Fund provided by a Contributor to support Loan Contributions, where subject to the terms of these Standard Provisions, the amount contributed may be used only to make payments or repayments due by the Fund to the Lenders;

“Fund” means the Green Climate Fund;

“GCF Trust Fund Agreement” means the Amended and Restated Agreement on the Terms and Conditions for the Administration of the Green Climate Fund Trust Fund (including all Annexes 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;

“Governing Instrument” means the governing instrument for the Green Climate Fund as approved by the Conference of the Parties to the United Nations Framework Convention on Climate Change at its seventeenth session on 11 December 2011;

“Grant Contribution” means a grant contribution to the Trust Fund provided by a Contributor, where subject to the terms of these Standard Provisions, the amount contributed may be applied for any purposes of the Fund;

“Holding Currency” means any currency in which the Trustee maintains the Trust Fund in accordance with the GCF Trust Fund Agreement;

“IRM Period” means the initial resource mobilization period up to and including 31 December 2018;

“Lenders” means Contributors providing a Loan Contribution;

“Loan Agreement” means a loan agreement or arrangement entered into among the Fund, a Lender and the Trustee with respect to a loan provided by that Lender to the Fund for the purpose of making a Loan Contribution;

“Loan Contribution” means a loan contribution received and held in the Trust Fund by means of a loan provided to the Fund by a Lender under the terms of a Loan Agreement, where the amount lent may be applied for the purposes specified in these Standard Provisions;

“Loan Reflows” means any reflow of funds from loans extended by the Fund;

“Loan Resources” means resources consisting of (a) proceeds from Loan Contributions, and (b) Loan Reflows;

“Secretariat” means the secretariat of the Fund;

“Trust Fund” means the Green Climate Fund Trust Fund (MTO No. 069022), established and administered by the Trustee;
"Trust Fund Resources" means any resources held in the Trust Fund from time to time pursuant to, and in accordance with, the GCF Trust Fund Agreement;

"Trustee" means the Bank, serving as interim trustee of the Fund;

"Winding-up Date" has the meaning ascribed to it in paragraph 4.1 below;

"Winding-up Pro Rata Share" has the meaning ascribed thereto in paragraph 4.3 below; and

"Written Instruction" means a written instruction of the Fund, as further defined in the GCF Trust Fund Agreement.

2. Types of Contributions to the Trust Fund and Payments

2.1. Contributions to the Trust Fund may be made in the form of Grant Contributions, Capital Contributions, Loan Contributions and/or Cushions, to be administered by the Trustee in accordance with the GCF Trust Fund Agreement and the respective Contribution Agreements; provided that the Trustee will keep record of the balance of Contributions only as the aggregate of all forms of Contributions, and the Secretariat shall keep track of and report on the Contributions by type and by Contributor.

2.2. Unless otherwise agreed with the Fund and the Trustee, Grant Contributions, Capital Contributions or Cushions shall be made by means of payment in cash, or with the agreement of the Secretariat and the Trustee, by the delivery of promissory notes or similar obligations payable on demand in form and substance acceptable to the Trustee and the Secretariat. The relevant Contribution Agreement shall specify the terms of payments agreed among the respective Contributor, the Trustee and the Fund under this paragraph.

2.3. In the case of a Loan Contribution: (a) the proceeds of the loan drawn down under the relevant Loan Agreement shall be received and held in the Trust Fund; and (b) any principal, interest and other payments to be made on the loan under the Loan Agreement shall be made from Loan Resources and Cushions, as determined by the Secretariat in accordance with Clause 3 below. For the avoidance of doubt, the Bank in its individual capacity will not have any liability with respect to any payment and/or repayment of a Loan Contribution.

2.4. The Contributors may make payments of Contributions in any Holding Currency, or with the agreement of the Secretariat and the Trustee and other than Loan Contributions (unless the Lender has agreed to bear all currency exchange risk), in another freely convertible currency. Such currency for payments shall be specified in the respective Contribution Agreements. If any deposit of cash to the Trust Fund, including cash received from encashed promissory notes, is to be made by a Contributor in a currency other than the Holding Currencies, the Secretariat shall deliver a Written Instruction to the Trustee, in the manner and procedures agreed between the Fund and the Trustee, to (a) confirm the currency in which deposit of cash shall be made; and (b) instruct in which Holding Currency the Contribution shall be converted under this paragraph 2.4. Promptly following the receipt of such cash, the accompanying deposit instructions under the applicable
Contribution Agreement and a Written Instruction, the Trustee shall convert such cash amounts into the specified Holding Currency at the exchange rate obtained by the Trustee on the date of the conversion in accordance with the standard practice of the Bank acting as trustee of trust funds.

3. **Management and Usage of Different Types of Contributions**

3.1. The Contributors and the Fund agree that the use of the Trust Fund Resources by the Fund shall be subject to the terms of the GCF Trust Fund Agreement, the Contribution Agreements and any Applicable Policies.

3.2. The Secretariat shall be responsible for ensuring that Contributions are used in accordance with this Clause 3. For the avoidance of doubt, such use of the Trust Fund Resources shall be tracked and reported by the Secretariat based on the grant equivalent\(^1\) value as well as the face value of the Contributions without establishing any sub-account in the Trust Fund, and the Trustee will neither verify, keep record of, nor report on, any uses under this Clause 3, nor will it be responsible in any way for the use of the Contributions in accordance with this Clause 3.

3.3. With respect to the Contributions provided for the IRM Period:

(a) the Secretariat will ensure, in accordance with the Applicable Policies, that there will be no cross-subsidization between Grant Contributors and Lenders;

(b) in the event there are insufficient Trust Fund Resources available at any given time, funds will be committed and transferred in the following order of priority, firstly, for payments of administrative costs of the Fund and the Trustee as well as the costs (including fees) payable to the accredited entities, secondly, for Board-approved programmes and projects and, thirdly, payments to Lenders shall be made solely from Loan Resources and Cushions, but at all times subject to the usage of the Trust Fund Resources described in this Clause 3;

(c) Cushions may be applied by the Fund to make payments to Lenders in case the Secretariat determines that there are insufficient Loan Resources available in the Trust Fund that may be used in accordance with the Applicable Policies to make such payments with respect to non-performing loans;

(d) Loans may be applied by the Fund to extend loans in accordance with the Applicable Policies;

(e) any reflows of funds from financial instruments shall be allocated to the respective Contribution types in accordance with the Applicable Policies, unless otherwise agreed between the Fund and the relevant Contributor(s); and

\(^1\) Grant equivalent of Cushion will be zero unless converted into a Grant Contribution.
(f) Contributions made to the Trust Fund for the IRM Period but not committed during such period shall be carried over to the subsequent replenishment period.

3.4. If (a) any remaining balance of the Cushions is held in the Trust Fund after all payments have been made under the Loan Agreements pursuant to which the Cushions were provided, (b) the Secretariat and the Lenders agree that any portion of the Cushions is deemed no longer necessary for the purpose for which it was provided, or (c) in order to comply with the Applicable Policies the conversion of all or any portion of the Cushion into a Grant Contribution is required, then such amount shall be converted into Grant Contributions in accordance with the relevant provisions of the Contribution Agreements pursuant to which the Cushions were contributed to the Trust Fund.

4. **Winding-up Contributor's Share**

4.1. If the termination of the Fund shall have been approved in accordance with the Governing Instrument:

(i) each of the Contributors providing Grant Contributions and/or Capital Contributions shall be entitled to receive Trust Fund Resources in an amount equal to the applicable Contributor's Share calculated by the Secretariat in accordance with the terms of these Standard Provisions as of the winding-up date, which will be the date, as determined by the Secretariat and in line with any decision(s) by the Board in relation to the termination of the Fund, on which the Fund has ceased all activities and all liabilities have been satisfied or discharged (except those incident to the orderly winding up of outstanding operations)(the "Winding-up Date"). As soon as reasonably practicable after the Winding-up Date, the Secretariat shall provide the Trustee with a Written Instruction, instructing transfers to the relevant Contributors of their respective Contributor's Share in the amount specified. To the extent sufficient distributable resources are available in the Trust Fund, the Trustee shall promptly transfer to the respective Contributor(s) (unless otherwise informed in writing by the Contributor and agreed with the Trustee) the amount so instructed; and

(ii) if there is any remaining balance of the Cushions held in the Trust Fund as of the Winding-up Date, the Cushions shall be returned to the respective Contributors provided that all payments under the Loan Agreements in respect whereof such Cushions were provided shall have been satisfied. As soon as reasonably practicable after the Winding-up Date, the Secretariat shall provide a Written Instruction to the Trustee, instructing a transfer to each Contributor (unless otherwise informed in writing by the Contributor and agreed with the Trustee) of the balance of the Cushions attributable to such Contributor in the amount specified.
4.2. The Contributor's Share shall consist of the Winding-up Pro Rata Share of: (a) the outstanding balance of the Trust Fund that is not allocated by the Fund as of the date of calculation (and for this purpose, any amount set aside by the Fund for any payment to be made under the Loan Agreements, and any amount of Cushions shall constitute allocated amounts); and (b) the amount of the funds received in the Trust Fund or released from previous allocations of Trust Fund Resources by the Fund (but excluding any amounts, which have been set aside or allocated by the Fund for any payments to be made under the Loan Agreements), after the date of calculation, to the extent that such funds are received, or released from, any such allocation made prior to the date of calculation; provided, however, that the calculation of the pro rata share under (a) and (b) above shall be subject to the following adjustments, which shall be fair and equitable to all Contributors:

(i) to the extent that Contributors had provided funds to the Trust Fund that were applied to fund non-reimbursable uses (such as grants or administrative costs), the Contributors shall not, to the extent of such non-reimbursable funding, share in the portion of the amounts received in the Trust Fund from reimbursable uses (such as payments of principal, interest, fees or any other reflow of funds from loans and other financial instruments); and

(ii) any special arrangements for the disposition of a Contributor's Share, which may be agreed upon between the Fund, the Trustee and a Contributor in connection with the provision of that Contributor's Grant Contributions and/or Capital Contributions to the Trust Fund.

4.3. For the purpose of paragraph 4.2 above, the pro rata share shall be calculated based on the aggregate amount of the Grant Contributions and/or Capital Contributions paid by the Contributor for whom the calculation is made, relative to the aggregate amount of all Grant Contributions and Capital Contributions paid in the Trust Fund, as of the date of calculation (“Winding-up Pro Rata Share”).

5. Amendment, Succession and Termination

5.1. These Standard Provisions may be amended only by the written agreement of the Fund and the Trustee with the consent of all Contributors contributing to the Trust Fund. For the purpose of this paragraph, in the event that the Secretariat sends a written request to Contributors for their consent to any proposed amendment to these Standard Provisions following the agreement of the same by the Fund and the Trustee, and if the Secretariat does not receive, within thirty (30) calendar days from the date the delivery of the request is deemed effective pursuant to paragraph 5.2 below, any written response from a Contributor, then the Secretariat shall send a written reminder to that Contributor, stating that the Contributor may be deemed to have consented to such proposed amendment if it does not respond within thirty (30) calendar days from the date the delivery of the reminder is deemed effective pursuant to paragraph 5.2 below. Consent by that Contributor shall be deemed upon expiry of the thirty (30) calendar days period without the Fund having received any response to the reminder.
5.2. The delivery of the request and the reminder described in paragraph 5.1 above shall be deemed effective as follows: (a) if delivered by mail, on the date that the mail is delivered or its delivery is attempted as evidenced by a delivery notice from a courier service or registered mail service or (b) if delivered by facsimile or e-mail, upon the receipt by the Secretariat of a confirmation from the addressee by e-mail or facsimile that the request or the reminder has been received, other than by way of an automated reply.

5.3. The Contributors agree that the Trustee has the right to transfer all Trust Fund assets and liabilities, including any of its rights or obligations under the GCF Trust Fund Agreement and the Contribution Agreements, to a successor trustee of the Fund upon the Board's appointment of such trustee and as directed by the Secretariat without requiring any consent or approval by the Contributors, and the Contributors agree to carry out at the request of the Secretariat or the Trustee necessary actions, if any, to effect such transfer.

5.4. In the event that the Bank’s role as the interim trustee of the Trust Fund shall be terminated pursuant to the terms of the GCF Trust Fund Agreement, the Trustee may: (a) without requiring any consent or approval by the Contributors, transfer its rights and obligations under any relevant Contribution Agreement to the successor trustee of the Fund upon the Fund’s appointment of such trustee and as directed by the Secretariat, and the Contributors agree to carry out at the request of the Secretariat or the Trustee necessary actions, if any, to effect such transfer; or (b) if: (i) the Fund fails to appoint a successor trustee; or (ii) the successor trustee fails to agree to the transfer of the rights and obligations under a Contribution Agreement, in both cases, within six (6) months of termination of the Bank’s role, then terminate the Contribution Agreement for a Grant Contribution, Capital Contribution or Cushion by giving the relevant Contributor one (1) month’s prior written notice. In the case of (b) above, the Trustee shall return to the Contributor (unless otherwise informed in writing by the Contributor and agreed with the Trustee) the Contributor’s Share as calculated and notified by the Secretariat in a Written Instruction to the Trustee; provided that such return shall be made as and when the relevant resources are made available to the Trustee. With respect to a Loan Agreement, the Lender, the Trustee and the Fund shall follow the procedures set forth for such event in the Loan Agreement.

6. Policies and Fiduciary Standards

6.1. The Fund shall comply with all its policies as decided by the Board and take appropriate measures to prevent corrupt, fraudulent and otherwise illegal practices, including the prevention of the use of Fund resources to finance terrorist activity. For this purpose, it shall adopt best practice fiduciary principles and standards relating to anti-corruption, countering of financing of terrorism, fraud, financial sanctions, embargoes and anti-money laundering, as well as such other fiduciary principles as may be identified by the Board as best practices in accordance with international standards and may include relevant decisions of the Security Council taken under Chapter VII of the Charter of the United Nations. In particular, without being exhaustive, according and subject to policies and/or guidelines established by the Fund, no offer, payment, consideration, gift or benefit of any kind, which could be regarded as an illegal or corrupt practice, is to be made, promised, sought or accepted, neither directly nor indirectly, as an inducement or reward in relation to activities funded directly or indirectly by the Fund, including tendering, award or execution of contracts.
6.2. The Fund shall impose the fiduciary principles and standards as per the relevant decisions of the Board on accreditation on the entities accredited by the Fund. For this purpose, fiduciary principles and standards, including anti-money laundering and counter-terrorism financing (AML/CFT) and other requirements as may be approved by the Board, as well as appropriate remedies, shall be included in the accreditation master agreements and/or arrangements with accredited entities.

6.3. The Secretariat shall, promptly upon becoming aware thereof refer any allegations of violation of the fiduciary principles and standards referred to in paragraphs 6.1 or 6.2 to the integrity unit once established for further investigation and remedial action either by itself or, if applicable, through cooperation with the corresponding body of an accredited entity. The integrity unit shall inform the Board and the Contributors of any violations found after due inquiry, in accordance with its procedures to be established by the Board. The Fund will take timely and appropriate action to prevent, stop and investigate any violation of fiduciary principles and standards referred to in paragraphs 6.1 or 6.2. The Fund shall determine the appropriate remedy, such as but not limited to, terminating agreements with, suspending disbursements to and/or requiring restitution of disbursed funds from accredited entities. Prior to the establishment of the integrity unit, the Office of the General Counsel at the Secretariat shall review and investigate any allegations of violations of such fiduciary principles and standards, and inform the Board and the Contributors of any violations it has found.

7. Financial Reporting

7.1. The Fund shall provide to the Contributors (a) the external audited financial statements of the Fund no later than 31 July of a calendar year in respect of the previous calendar year, (b) financial reports in accordance with the Applicable Policies, (c) the financial reports of the Trust Fund, including the annual single audit reports, provided by the Trustee in accordance with the GCF Trust Fund Agreement, promptly upon receipt of such reports from the Trustee.

7.2. In accordance with the GCF Trust Fund Agreement, the Fund or a Contributor may request, on an exceptional basis, a financial statement audit by the Bank’s external auditors of the Trust Fund; provided that the costs of any such audit, including internal costs of the Bank with respect to the audit, shall be paid by the Trust Fund if the audit was requested by the Fund or paid by the requesting Contributor if the audit was requested by the Contributor. For the avoidance of doubt, if more than one Contributor request an audit at the same time, there shall only be one audit the costs of which shall be borne by the requesting Contributors jointly.

8. Termination

8.1. In the event that the Fund is in fundamental non-performance of its obligations under Clause 6 above a Contributor may give notice to (a) suspend any future disbursements until remedy of the non-performance; (b) request restitution of misused funds by the Fund and (c) if such non-performance shall not have been remedied by the Fund within six (6) months after having received written notice by a Contributor to do so,
the Contributor may terminate the Contribution Agreement by giving three (3) months prior written notice to the Fund and the Trustee, during which time the Fund shall implement termination arrangements to be agreed by the Contributor and the Fund acting in good faith. The Fund shall provide the Trustee with a Written Instruction in accordance with the GCF Trust Fund Agreement for the purpose of this paragraph 8.1 as necessary.

8.2. A Contributor may waive the request for restitution of all or part of the amounts that could not be recovered, provided that the following cumulative conditions are fulfilled:

(i) the Fund has correctly followed its own policies and the non-recovery is not the result of non-performance or negligence on the part of the Fund; and

(ii) the Fund has exhausted all applicable measures at its disposal in accordance with its own policies to recover the funds including bringing legal proceedings where necessary and relevant.

9. Dispute Resolution

9.1. The Fund, the Trustee and the Contributors shall, to the extent possible, strive to resolve and settle promptly and amicably questions of interpretation and application of a Contribution Agreement and any disputes, controversy or claims arising out of or relating to any Contribution Agreement.

9.2. Any dispute, controversy or claim arising out of or relating to a Contribution Agreement, which has not been settled pursuant to paragraph 9.1, shall be settled in accordance with the dispute resolution mechanism set out in the applicable Contribution Agreement, if any such mechanism is so specified in that Contribution Agreement.

10. Scope of Responsibilities

10.1. The Fund and the Contributors agree that the Trustee shall not have any responsibility in respect of paragraphs 3.1, 3.2, 3.3(a) to (e), 6.1, 6.2, 6.3, 7.1 and 8.2 above. In serving as the interim trustee of the Fund, the Trustee shall perform its functions in accordance with the applicable provisions of the Bank's Articles of Agreement, by-laws, policies and procedures.

11. Disclosure

11.1. The Trustee and the Fund will disclose the Contribution Agreements and related information on the Trust Fund that are provided to them pursuant to the Contribution Agreements (excluding any information provided by any of the parties in confidence), including the GCF Trust Fund Agreement and these Standard Provisions, in accordance with the Bank's Policy on Access to Information and the Fund's disclosure policy, respectively. By entering into the Contribution Agreement, the parties thereto consent to disclosure of the relevant Contribution Agreement and related information on the Trust Fund in accordance with such policies.
Attachment A

Applicable Policies:

Decision of the Board of the Green Climate Fund B.07/05, Annexes XI (Initial financial risk management framework) and XIII (Financial arrangements for grants and concessional loans and the role of implementing entities and intermediaries in financial arrangements)

Decision of the Board of the Green Climate Fund B.07/06, Annex XIV (Initial investment framework)

Decision of the Board of the Green Climate Fund B.08/13, Annexes XIX (Policies for contribution), XX (Loan contribution terms), XXI (Calculation of grant element) and XXIII (Green Climate Fund prudential debt limit examples)

Decision of the Board of the Green Climate Fund B.09/04, Annex II (Financial terms and conditions of grants and concessional loans)

Decision of the Board of the Green Climate Fund B.09/05, Annex III (Initial Investment framework: activity-specific sub-criteria and indicative assessment factors)
ANNEX II
Holding Currencies

1. United States Dollars
2. Euros
3. Japanese Yen
4. Pounds Sterling