Date: AUGUST 9, 2013

Simon Lucas
Head of Adaptation and Water Resources
Department for International Development
Abercrombie House
Eaglesham Road
East Kilbride
Glasgow
G75 8EA
United Kingdom

Donation to the Adaptation Fund Trust Fund (TF069013)

Dear Mr. Lucas:

1. We refer to the reimbursable contribution in the amount of five hundred thousand British Pounds Sterling (GBP 500,000) (the “Contribution”) made by the United Kingdom of Great Britain and Northern Ireland (the “Donor”) to the Multi-Donor Trust Fund for the Secretariat of the Adaptation Fund Board (TF071015) pursuant to the Administration Arrangement between the Donor and the International Bank for Reconstruction and Development (“IBRD”) dated March 27, 2008 (the “2008 Administration Arrangement”). In accordance with paragraph 7 of the 2008 Administration Arrangement, immediately upon receipt of the Contribution funds, the IBRD converted such funds into United States Dollars, resulting in an amount of nine hundred ninety thousand three hundred United States Dollars (US$990,300) (the “USD Contribution Amount”).

2. We are pleased to acknowledge on behalf of the IBRD, as trustee (the “Trustee”) for the Adaptation Fund Trust Fund (TF069013) (the “Trust Fund”) the intention of the Donor to waive its right to be reimbursed pursuant to paragraph 8 of the 2008 Administration Arrangement, by donating to the Trust Fund the USD Contribution Amount (the “Donation”) in accordance with the terms of this agreement and the Provisions 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”).

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

   For the Trustee:

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

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

Mr. Simon Lucas
Head of Adaptation and Water Resources Team
Department for International Development
Abercrombie House
Eaglesham Road
East Kilbride
Glasgow
G75 8EA
United Kingdom

Tel: + 44 (0)1355 843839

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

5. 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.

6. The Trustee 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.

7. 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 arrangement 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

[Signature]

Susan McAdams
Director
Multilateral Trusteehip and Innovative Financing
Concessional Finance and Global Partnerships

CONFIRMED AND AGREED:

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
acting through the DEPARTMENT FOR INTERNATIONAL DEVELOPMENT

By: [Signature] Date: 21/08/13

Simon Lucas
Head of Adaptation and Water Resources Team
Annex 1

Provisions 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) will 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) will 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.

2. Administration of the Donation

The Donation will 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 (Appendix 1), 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 and may return all or part of any uncommitted balance of the Donation to the Donor 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 will 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.