

Contribution Agreement between the Grand Duchy of Luxembourg, acting through its Ministry of Environment, Climate and Biodiversity and the International Bank for Reconstruction and Development concerning the Global Biodiversity Framework Fund (MTO No. 069039)

1. The International Bank for Reconstruction and Development (the “Bank”), acting in its capacity as trustee of the Global Biodiversity Framework Fund (the “Trust Fund”) (the “Trustee”) acknowledges that the Grand Duchy of Luxembourg, acting through its Ministry of Environment, Climate and Biodiversity (the “Contributor”) agrees to provide the sum of seven million Euros (EUR 7,000,000.00) (the “Contribution”) for the Trust Fund (MTO No. 069039) in accordance with the provisions of this Contribution Agreement. Other contributors are also expected to contribute to the Trust Fund on the basis specified in Annex 1 to this Contribution Agreement.

2. The Trust Fund has been established following the decision of the Conference of the Parties to the Convention on Biological Diversity (“CBD”) at its Fifteenth Session (“COP 15”) to invite the Global Environment Facility (“GEF”) to operate the Trust Fund (CBD/COP/DEC/15/7). At its 64th meeting in June 2023, the GEF Council (the “GEF Council”) approved the arrangements proposed for the establishment of the Trust Fund, with the aim to support the Kunming-Montreal Global Biodiversity Framework, and invited the Bank to act as Trustee (GEF/C.64/05/Rev.01; GEF Council Decision 09/2023). The GEF Assembly subsequently endorsed GEF Council Decision 09/2023 in August 2023.

3. The Contribution shall be administered by the Trustee on behalf of the Contributor in accordance with the provisions of this Contribution Agreement, including the “Standard Provisions” attached hereto as Annex 1.

4. The Contributor shall deposit the Contribution in accordance with the following schedule and in the currency specified in paragraph 1 above (the “Contribution Currency”) into such bank account designated by the Trustee (each amount deposited hereinafter referred to as an “Installment”) within 45 days of submission of a payment request by the Trustee:

- (A) Promptly following countersignature – EUR 1,000,000
- (B) By 1 April 2025 – EUR 1,000,000
- (C) By 1 April 2026 – EUR 1,000,000
- (D) By 1 April 2027 – EUR 1,000,000
- (E) By 1 April 2028 – EUR 1,000,000
- (F) By 1 April 2029 – EUR 1,000,000
- (G) By 1 April 2030 – EUR 1,000,000

5. When making any deposit, the Contributor shall instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating the amount deposited, that the deposit is made by the Contributor for MTO No. 069039 (the Global Biodiversity Framework Fund), and the date of the deposit (the “Deposit Instructions”). In addition, the Contributor shall provide a copy of the Deposit Instructions to the Trustee, upon the Trustee’s request.

6. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Contribution Agreement shall be in writing and delivered by mail or e-mail to the respective Party’s address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Trustee:

Director, Trust Funds and Partner Relations
Development Finance
The World Bank
1818 H Street, NW
MSN G6-602
Washington, DC 20433, U.S.A.
Tel: +1-202-473-0197
E-mail: geftrustee@worldbank.org

For the Contributor:

Mr. Eric Schauls
Senior Advisor
Ministère de l'Environnement, du Climat et de la Biodiversité
4, Place de l'Europe
L-1499 Luxembourg
Tel: +352 247-86853 / GSM: +352 621206627
E-mail: Eric.Schauls@mev.etat.lu

7. In the event any amounts are to be returned to the Contributor under this Contribution Agreement, the Trustee will transfer such amounts to the Contributor, unless otherwise mutually decided with the Trustee. When making any deposit, the Trustee will include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the deposit is made by the Trustee in relation to MTO No. 069039 (the Global Biodiversity Framework Fund), and the date of the deposit. The Trustee will provide a copy of such information to the Contributor.

8. All annexes hereto constitute an integral part of this Contribution Agreement, whose terms taken together will constitute the entire agreement between the Contributor and the Trustee. Unless otherwise specified in an annex hereto, this Contribution Agreement may be amended only by written amendment between the Trustee and the Contributor; provided, however, that Annex 1 to this Contribution Agreement may be amended only by written amendment of all contributors contributing to the Trust Fund.

9. Each of the Parties 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.

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the Global Biodiversity Framework Fund**

By: Maitreyi Das Date: 14-Jun-2024

**GRAND DUCHY OF LUXEMBOURG
Acting through its Ministry of Environment, Climate and Biodiversity**

By: Serge Wilmes Date: 08-Jul-2024

GBFF-LU-2024-01

Standard Provisions

These Standard Provisions shall be applicable to and form an integral part of all Contribution Agreements between the International Bank for Reconstruction and Development (the “Bank”) acting in its capacity as trustee of the Global Biodiversity Framework Fund (the “Trust Fund”) (the “Trustee”) and the respective contributors to the Trust Fund (each, a “Contributor”, collectively, “Contributors”).

1. Administration of the Contributions

1.1. The Trust Fund is established under the Global Environment Facility (the “GEF”) to support the implementation of the Kunming-Montreal Global Biodiversity Framework (the “GBF”).

1.2. The Trustee may accept contributions to the Trust Fund (“Contributions”) from the Contributors that enter into a Contribution Agreement with the Trustee, consistent with the Bank’s applicable policies and procedures. The Trustee shall hold in trust, as a holder of the legal title, and administer the funds, assets and receipts that constitute the Trust Fund, in accordance with the terms of the Contribution Agreements.

1.3. The Bank shall be responsible only for performing those functions specifically set forth in this Contribution Agreement, including its annexes, and shall not be subject to any other duties or responsibilities to the Contributors, 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 Contribution Agreement shall be considered a waiver of any privileges or immunities of the Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

2. Establishment of Programs

2.1. From time to time, the Secretariat of the GEF (the “Secretariat”) may submit to the GEF Council, meeting as the Council of the GBF Fund (the “Council”), for approval proposals for the establishment of programs of activities to be financed by the Trust Fund (each, a “Program”, and collectively, “Programs”), taking into account the guidance of the Conference of the Parties to the Convention on Biological Diversity. Each proposal will contain the name and objectives of the Program proposed.

2.2. Following approval by the Council as described in paragraph 2.1 above, the Chief Executive Officer of the GEF (the “CEO”) will request the Trustee to, and the Trustee shall, upon such request, establish, for the purpose of contributions, commitments, transfers and use of Trust Fund resources, a sub-account (each, a “Program Account”, and collectively, “Program Accounts”) under the Trust Fund in respect of each Program approved by the Council.

2.3. When the Contributor makes contributions to the Trust Fund, it shall designate in writing one or more Programs to which its Contribution funds shall be allocated, specifying the amount of funds to be allocated to each of the Programs so designated. The Trustee shall allocate the Contribution funds to Program Accounts solely based on such designation from the Contributor.

2.4. Commitment and transfer of Trust Fund resources approved by the Council or, as the case may be, the CEO, as set out in paragraph 4.1 below, shall be made from the Program Account established for a particular Program so designated by the Council or the CEO, as applicable, in respect of such commitment and transfer. The Trustee shall make such commitment and transfer only if a particular Program is designated by the Council or the CEO as applicable.

3. Management of the Contributions

3.1. The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the Bank. The Bank, in its capacity as trustee, has legal title to the funds deposited in the Trust Fund.

3.2. The currency in which the funds in the Trust Fund shall be held is United States dollars (the "Holding Currency").

3.3. Contributors agree to deposit their Contributions in the Contribution Currency stated in their respective Contribution Agreements. In the case of deposits received in a Contribution Currency other than the Holding Currency, promptly upon the receipt of such amounts and the accompanying Deposit Instructions, the Trustee shall convert such amounts into the Holding Currency at the exchange rate obtained by the Trustee on the date of the conversion. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, neither the Trustee nor the Contributor shall bear any responsibility for providing any additional financing.

3.4. The funds deposited in the Trust Fund may be freely exchanged by the Trustee into other currencies as may facilitate their administration at the exchange rate obtained by the Trustee on the date of the conversion.

3.5. The Trustee shall invest and reinvest the funds deposited in the Trust Fund pending their transfer in accordance with the Trustee's applicable policies and procedures for the investment of trust funds administered by the Trustee. The Trustee shall credit all income from such investment to the Trust Fund to be used for the same purposes as the Contributions; provided that such credit shall be allocated to each Program Account on a pro rata basis.

4. Commitment, Transfer and Use of Trust Fund Resources

4.1. Subject at all times to availability of applicable resources in the Trust Fund as determined by the Trustee, the Trustee may commit, transfer and/or use Trust Fund resources for purposes authorized by the Council, or the CEO, as applicable, consistent with the terms of the Instrument for the Establishment of the Restructured GEF, as may be amended from time to time, and the terms of the Contribution Agreements.

4.2. All amounts of the Trust Fund resources in respect of which the Trustee is authorized by the Council or the CEO to commit and transfer to the GEF Agencies, which amounts may include funds to cover the reasonable expenses incurred by the GEF Agencies in the performance of their responsibilities, will be committed and transferred in accordance with agreements entered into separately between the Trustee and the GEF Agencies ("Financial Procedures Agreements").

4.3. Except as provided in paragraph 4.2 above, the Trustee shall have no responsibility to the Contributors for the use by the GEF Agencies of the funds so transferred to them. Policies and procedures of each GEF Agency shall apply to the use of Trust Fund resources as more particularly provided in the Financial Procedures Agreements.

5. Administrative Costs

5.1. Support to the Trust Fund is provided by the Trustee and the Secretariat on a full cost recovery basis. Costs incurred by the Trustee and the Secretariat shall at all times be covered in their entirety by the Trust Fund.

5.2. The Trustee and the Secretariat, respectively, will submit a request for its proposed administrative budget to the Council for allocation of Trust Fund funds to cover the full costs of services to be provided by the Trustee and the Secretariat in the upcoming period (which may include the costs incurred prior to the submission of the budget request or effectiveness of these Standard Provisions). Upon allocation of the Trust Fund funds by the Council, the Trustee may transfer the allocated amount from the Trust Fund to the account of the Trustee and the Secretariat, respectively; provided that unless otherwise approved by the Council, the amount transferred from the Trust Fund shall be applied against each Program Account on a pro rata basis.

5.3. In the event that the Council ceases making allocations of funding prior to the Trust Fund Final Closing Date, the Trustee may, upon approval of the proposal by the Council, transfer to the Trustee, the Secretariat, and if applicable, GEF Agencies, the respective amount of cost recovery approved for that party for its services to be carried out in support of the Trust Fund after the date of cessation of allocation by the Council; provided that if any funds transferred are unused by any such party after the completion of its services in support of the Trust Fund, such party shall return the unused funds to the relevant Program Account in the Trust Fund.

6. Accounting and Financial Reporting

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

6.2. For so long as any resources remain in the Trust Fund, the Trustee shall report to the CEO quarterly on the status of resources in the Trust Fund. Unless otherwise agreed between the Council and the Trustee, the Trustee shall annually furnish to the Council a report on the receipts on, transfers from and fund balance of the Trust Fund in the Holding Currency.

6.3. Within six (6) months after all commitments and liabilities under the Trust Fund have been satisfied and the Trust Fund has been closed, the final financial information relating to receipts in, transfers from and fund balance of the Trust Fund in the Holding Currency shall be made available to the Contributors.

6.4. The Trustee shall make publicly available, within six (6) months following the end of each Bank fiscal year, an annual single audit report, comprising (i) 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 (ii) 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 Trustee.

6.5. If the Council or an individual Contributor wishes to request, on an exceptional basis, a financial statement audit by the Bank's external auditors of the Trust Fund, the Council, or such Contributor, as the case may be, and the Trustee shall first consult as to whether such an external audit is necessary. The Trustee and the Council or the Contributor, as applicable, shall agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Trustee shall arrange for such external audit. The costs of any such audit, including the internal costs of the Trustee with respect to such audit, shall be borne by the Trust Fund, applied against each Program Account on a pro rata basis, if the audit was requested by the Council, or by the requesting Contributor if the audit was requested by the Contributor.

7. Additional Contribution

7.1. The Contributor may make additional contributions to the Trust Fund from time to time. The Contributor shall notify the Trustee of such additional contribution in writing substantially in the form attached hereto as Attachment 1.

8. Cancellation; Termination

8.1. No new Contribution will be received by the Trustee and no new allocations will be made by the Council after the End Contribution Date. No commitment and transfer of Trust Fund resources to GEF Agencies will be made by the Trustee after the Commitment and Cash Transfer Deadline. Subject to the foregoing, the Trustee may continue to administer the Trust Fund until the Trust Fund Final Closing Date.

8.2. Upon three (3) months' prior written notice, (a) any Contributor may cancel all or part of such Contributor's Share, and (b) the Trustee may cancel all or part of any Contributor's Share, as calculated by the Trustee at the end of the notice period. In the event of a cancellation, unless otherwise agreed between the Trustee and the Contributor, the Trustee shall return to the Contributor the cancelled amount of the Contributor's Share in the Holding Currency but only as and when such resources became available to the Trustee.

8.3. The Trustee may terminate its role as trustee of the Trust Fund at any time after providing the Council three (3) months' prior notice in writing. Following the termination by the Trustee of its role as trustee of the Trust Fund, the Trustee shall carry on no business for the Trust Fund except for the purpose of winding up its affairs. The Trustee shall, in consultation with the Council to the extent possible, take all necessary action for winding up its affairs in an expeditious manner.

8.4. Following the Trust Fund Final Closing Date or the date that is three (3) months after the delivery of termination notice under paragraph 8.3. above, the Trustee shall return to each Contributor the amount of its respective Contributor's Share of the remaining balance of the Trust Fund in accordance with the terms of each Contributor's Contribution Agreement; provided that any such transfer will be made as and when such resources became available to the Trustee.

8.4. For the purpose of this section 8, the terms set forth below shall have the following meanings:

"Commitment and Cash Transfer Deadline" means five (5) years after the Project Approval Deadline.

"Contributor's Share" means, with respect to each Contributor, the respective Contributor's pro rata share, calculated as the Holding Currency amounts, of the remaining unallocated fund balance in the Trust Fund, as of the calculation date of the share. The pro rata share shall be calculated by the Trustee per each Program Account based on the total funds deposited by the Contributor for whom the calculation is made, relative to the total funds deposited by all Contributors;

"End Contribution Date" means December 31, 2030, unless otherwise decided by the GBF Council and agreed by the Trustee.

"Project Approval Deadline" means the deadline until which the GBF Fund Council or the CEO, as applicable, may approve allocations of Trust Fund resources, and which shall be December 31, 2030, as such date may be extended by a decision of the Council up to six (6) months (or a longer period if agreed by the Trustee).

“Trust Fund Final Closing Date” means the date that is twenty-four (24) months after the Commitment and Cash Transfer Deadlines.

9. Disclosure

9.1. The Trustee and the Contributors agree that the Contribution Agreements will be made publicly available and that any related information on this Trust Fund in the Trustee’s and the Contributor’s possession may be publicly disclosed in accordance with (i) the Trustee’s policies and procedures with respect to any such information in the Trustee’s possession; and (ii) the Contributors’ applicable laws with respect to any such information in the Contributors’ possession.

9.2. Notwithstanding paragraph 9.1 above, neither the Trustee nor any of the Contributors shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Contributors are otherwise obliged to do so under applicable laws with respect to information in their possession.

FORM OF NOTICE OF ADDITIONAL CONTRIBUTION

Global Biodiversity Framework Fund (MTO. No. 069039)

1. Reference is made to the Contribution Agreement (the “Agreement”) dated [date] between [name of contributor] (the “Contributor”) and the International Bank for Reconstruction and Development (the “Bank”), as trustee of the Global Biodiversity Framework Fund (the “GBFF”) (the “Trustee”). Defined terms used in this Notice and not defined herein shall have the meanings given to them in the Agreement.
2. Pursuant to paragraph 7 of the Standard Provisions, we are pleased to inform you that [name of contributor] agrees to make an additional contribution in the amount of [amount][currency] ([currency][amount]) (the “Additional Contribution”) to the GBFF, which shall be allocated as set forth below.
3. [The Additional Contribution shall be allocated to the Program Account for the [insert Program name], which has been established under the GBFF following the endorsement by the Council of such Program on the basis of document [insert the council paper number and title].]
4. The Additional Contribution shall be administered by the Trustee in accordance with, and subject to the terms of the Agreement, and shall be used for the purposes described in the Standard Provisions [in respect of the [insert Program name]]. The Contributor authorizes the Trustee to use the Contribution for such purposes.
5. The Additional Contribution, payable [in cash]¹ in [insert currency], will be paid into such account with such bank so designated in a payment request by the Trustee for this purpose [upon submission of a payment request by the Trustee.]² [by [insert date].]³ [in accordance with the following schedule:
 - upon submission of a payment request by the Trustee, [insert currency and amount of contribution], to be allocated to [insert Program name].
 - by [insert date], [insert currency and amount of contribution], to be allocated to [insert Program name].]⁴
6. Please confirm your acceptance of the Additional Contribution by signing, dating and returning a copy of this notice.

[NAME OF CONTRIBUTOR]

By: _____

CONFIRMED:

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as trustee of the Global Biodiversity Framework Fund

By: _____