

Date: November 19, 2015

Mr. Francesco La Camera
Director General
Ministry for the Environment, Land and Sea
Directorate for Sustainable Development, Environmental Damage,
European Union and International Affairs
Via Cristoforo Colombo, 44
00147 – Roma
Italy

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

Dear Mr. La Camera:

1. We are pleased to acknowledge the intention of the Republic of Italy, acting through its Ministry for the Environment, Land and Sea, (the “Donor”) to make a donation to the Adaptation Fund Trust Fund (TF No. 069013) (the “Trust Fund”) in the amount of two million Euros (€2,000,000) (the “Donation”) 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”).
2. The Donor shall deposit the Donation into such bank account designated by the International Bank for Reconstruction and Development (the “IBRD”), as Trustee for the Adaptation Fund (the “Trustee”), promptly following countersignature of this Letter by the Donor and submission of a payment request by IBRD.
3. When making such deposit, the Donor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Donor for The Adaptation Fund Trust Fund TF No. 069013 (the Adaptation Fund Trust Fund), and the date of the payment (the “Payment Instruction”). In addition, the Donor shall provide a copy of Donor’s Payment Instruction to the Trustee by email sent to aftrustee@worldbank.org.
4. The Trustee shall convert the Donation funds into the holding currency of the Trust Fund, namely United States Dollars, promptly upon receipt of the Donation funds and the Payment Instruction containing the information specified in paragraph 3 at the exchange rate obtained by the Trustee on the date of the conversion.
5. Except as provided for in paragraph 3 above, the offices responsible for coordination of all matters related to the implementation of this Agreement are:

For the Trustee:

Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H St. NW
Washington, DC 20433

Tel: +1 202 473 7654
Fax: +1 202 522 2447
E-mail: aftrustee@worldbank.org

For the Donor:

Francesco La Camera
Director General
Ministry for the Environment, Land and Sea
Directorate for Sustainable Development, Environmental Damage,
European Union and International Affairs
Via Cristoforo Colombo, 44
00147 – Roma
Italy

Tel: +0039 06 572 28101/02/04
Fax: +0039 06 572 28175
Email: lacamera.francesco@minambiente.it

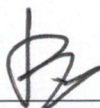
6. This Letter may be modified only by written consent between the parties.
7. For the purpose of this Letter, the term "Agreement" referred to in Annex 1 to this Letter will be deemed to refer to this Letter.
8. The IBRD will disclose this Letter and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Letter, the Donor consents to such disclosure.

[remainder of page intentionally left blank]

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,

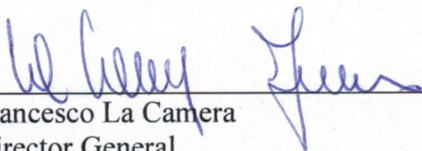
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
as Trustee for the Adaptation Fund**



Jaehyang So
Director
Trust Funds and Partnerships
Development Finance

AGREED:

**THE REPUBLIC OF ITALY, ACTING THROUGH ITS MINISTRY FOR THE
ENVIRONMENT, LAND AND SEA**



Francesco La Camera
Director General
Directorate for Sustainable Development, Environmental Damage,
European Union and International Affairs

Date: November 20 2015

AF-IT-2015-01

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.

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 and may return all or part of any uncommitted balance of the Donation to the Donor within 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.