Amendment No. 24 to the Contribution Agreement
Between the Bill & Melinda Gates Foundation and the Trustee
for the CGIAR Fund (TF 069018)

WHEREAS, a Contribution Agreement dated April 18, 2012 was entered into by the International Bank for Reconstruction and Development (the “Bank”) and the Bill & Melinda Gates Foundation (the “Fund Donor,” and together with the Bank, the “Parties”) (the “Contribution Agreement”) for the purpose of receiving funds for the multi-donor trust fund for the CGIAR, TF 069018, and for which capitalized terms used therein and herein are used as defined in the Glossary as such term is defined in Annex 1 (Defined Terms) attached to such Contribution Agreement;

WHEREAS, the Contribution Agreement (also referred to as the Window 3 Contribution Agreement) was entered into for the Fund Donor to provide one or more grants to the CGIAR Fund for specific support to one or more Centers through Window 3, in each case in connection with a written agreement between the Fund Donor and the respective Center as specified herein; and

WHEREAS, the Fund Donor wishes to contribute additional funds for Window 3 to the CGIAR Fund;

NOW THEREFORE, the Parties hereto agree to amend the Contribution Agreement as follows:

1. The Fund Donor hereby agrees to contribute a total amount of US$4,538,084.00 (the “Contribution”) to the CGIAR Fund as specified in paragraph 3 below.

2. The Contribution shall be administered by the Trustee in accordance with the terms and conditions specified in the Contribution Agreement, including Annex 1 (Defined Terms) (until such time as Annex 1 is replaced by the Glossary through inclusion thereof in the Common Operational Framework, at which time such Glossary shall be incorporated by reference into the Contribution Agreement), Annex 2 (Trustee Provisions), and Annex 3 (Form of W3 Transfer Agreement), as well as the Governance Framework and the CGIAR Principles, which are hereby incorporated by reference, all of which constitute an integral part of the Contribution Agreement.

3. The Fund Donor shall deposit the Contribution in cash through a bank transfer into such account with such bank designated by the Trustee in accordance with the following payment schedule, in each case upon submission of a payment request by the Trustee:

   (i) US$4,538,084.00 upon effectiveness of this Amendment (“Installment 1”)

4. When making deposits, the Fund Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Fund Donor for the CGIAR Fund (TF 069018), and the date of the deposit.

5. Upon receipt and identification of any deposits, and subject to the terms of paragraphs A.2.6 and A.4.3 of Annex 2 attached to the Contribution Agreement, the Trustee shall assign the Contribution as follows:
<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount</th>
<th>Window</th>
<th>Designation</th>
<th>CSP</th>
<th>Net Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$4,538,084.00</td>
<td>3</td>
<td>CIP</td>
<td>$90,761.68</td>
<td>$4,447,322.32</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$4,538,084.00</td>
<td></td>
<td></td>
<td>$90,761.68</td>
<td>$4,447,322.32</td>
</tr>
</tbody>
</table>

6. (a) The Fund Donor has entered into the International Potato Center (CIP) Grant Agreement OPP1019987 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to CIP, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

7. No portion of the Contribution is earmarked for lobbying activity.

8. The offices responsible for coordination of all matters related to the implementation of the Contribution Agreement and this Amendment are, except as may be notified in writing to the other Contact:

   **For the Trustee (the “Trustee Contact”):**
   Director
   Trust Funds and Partnerships
   The World Bank
   1818 H Street, NW
   Washington, DC 20433, U.S.A.
   Tel: +1 202 473 7654
   Fax: +1 202 614 0249

   **For the Fund Donor (the “Fund Donor Contact”):**
   Jeanine Wiese
   Officer, Grants and Contracts Management
   Bill & Melinda Gates Foundation
   1432 Elliott Avenue West
   Seattle, WA 98119, U.S.A.
   Tel: +1 206 709 3100
   Fax: +1 206 494 7111

9. All other terms of the Contribution Agreement shall remain the same.

10. This Amendment may be executed in separate counterparts and by each of the Parties separately on a separate counterpart, and each such counterpart, when so executed, shall be an original. Such counterparts shall together constitute one and the same instrument.

11. IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment to be signed in their respective names. This Amendment shall become effective as of the date of the last signature.
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, as Trustee of the CGIAR Fund

Jaehyang So, Director
Trust Funds and Partnerships
Development Finance

Date: July 7, 2014

BILL & MELINDA GATES FOUNDATION

Jeanne Wiese, Officer, Grants and Contracts Management
Bill & Melinda Gates Foundation

Date: July 2, 2014

Annex 1 CIP Grant Agreement OPP1019987) – for informational purposes only
# Bill & Melinda Gates Foundation

**Grant Agreement**  
Investment ID: OPP1019887

**Agreement Summary & Signature Page**

<table>
<thead>
<tr>
<th><strong>Grantee Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td>International Potato Center</td>
</tr>
<tr>
<td><strong>Tax Status</strong></td>
<td>Public Charity pursuant to U.S. IRC § 509(a)(1)</td>
</tr>
<tr>
<td></td>
<td>You confirm that the above information is correct and agree to notify the Foundation immediately of any change</td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
<td>Box 1558</td>
</tr>
<tr>
<td></td>
<td>Lima 12, Peru</td>
</tr>
<tr>
<td><strong>Primary Contact</strong></td>
<td>Jan Low, Project Director, <a href="mailto:jlow@cgiar.org">jlow@cgiar.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Foundation Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mailing Address</strong></td>
<td>P. O. Box 23350, Seattle, WA 98102, U.S.A</td>
</tr>
<tr>
<td><strong>Primary Contact</strong></td>
<td>Jim Lorenzen, Senior Program Officer, Value Chain Specialist, <a href="mailto:Jim.Lorenzen@gatesfoundation.org">Jim.Lorenzen@gatesfoundation.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Agreement Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title</strong></td>
<td>Renewal 53344 SASHA II: Sweetpotato Action for Security &amp; Health in Africa</td>
</tr>
<tr>
<td><strong>&quot;Charitable Purpose&quot;</strong></td>
<td>to produce high-yielding, disease-resistant varieties of sweet potato, especially nutritious orange-fleshed varieties, and tools for improved seed systems, in order to help farming families in Sub-Saharan Africa improve their productivity, incomes, and nutrition</td>
</tr>
<tr>
<td><strong>&quot;Start Date&quot;</strong></td>
<td>Date of last signature</td>
</tr>
<tr>
<td><strong>&quot;End Date&quot;</strong></td>
<td>July 31, 2019</td>
</tr>
<tr>
<td><strong>This Agreement includes</strong></td>
<td>This Agreement Summary &amp; Signature Page and:</td>
</tr>
<tr>
<td><strong>incorporates by this</strong></td>
<td>- Grant Amount and Reporting &amp; Payment Schedule (Attachment A)</td>
</tr>
<tr>
<td><strong>reference</strong></td>
<td>- Terms and Conditions (Attachment B)</td>
</tr>
<tr>
<td></td>
<td>- Proposal Narrative (submitted May 19, 2014)</td>
</tr>
<tr>
<td></td>
<td>- Results Framework and Tracker (submitted February 7, 2014)</td>
</tr>
<tr>
<td></td>
<td>- Budget (submitted May 19, 2014)</td>
</tr>
</tbody>
</table>

**This Agreement** is between International Potato Center ("CIP" or "You") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

**Bill & Melinda Gates Foundation**

[Signature]

Rob Horsch  
Deputy Director, Research and Development  
June 27, 2014  
Date

**International Potato Center**

[Signature]

Barbara Wells  
Director General  
June 30, 2014  
Date
GRANT AGREEMENT  
Investment ID OPP1019987

ATTACHMENT A  
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT
The Foundation will pay You, or designee, The International Bank for Reconstruction and Development ("IBRD"), the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

PAYMENTS
The Foundation will make payments according to the Reporting & Payment Schedule and, where specified, contingent on Your completion of the applicable target, milestone, or reporting deliverable. The Foundation may approve changes to the schedule from time to time, and will confirm any such changes in writing. You have directed the Foundation pay the grant funds to the Consultative Group on International Agricultural Research Fund (MTO 069018), which is administered by the IBRD as trustee. We understand and you agree that the IBRD will make disbursements from the grant funds to you or for your benefit solely for the Project, or for Charitable Purposes, at such times and in such manner as set forth in the Contribution Agreement.

REPORTING
You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing.

<table>
<thead>
<tr>
<th>Investment Period</th>
<th>Target, Milestone, or Reporting Deliverable</th>
<th>Due By</th>
<th>Payment Date</th>
<th>Payment Amount (U.S.$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>-----</td>
<td>Countersigned Grant Agreement</td>
<td>-----</td>
<td>Within 21 days of Receipt of Countersigned Agreement</td>
<td>$4,538,084.00</td>
</tr>
<tr>
<td>-----</td>
<td>Due Diligence Questionnaire</td>
<td>January 31, 2015</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>-----</td>
<td>Global Access Strategy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 1, 2015 through June 30, 2016</td>
<td>Progress and Financial Report</td>
<td>July 31, 2016</td>
<td>October 2016</td>
<td>$3,901,483.00</td>
</tr>
<tr>
<td>Start Date through July 31, 2019</td>
<td>Final Progress and Financial Report</td>
<td>October 31, 2019</td>
<td>-----</td>
<td>-----</td>
</tr>
</tbody>
</table>

Total Grant Amount $19,748,015.00
Grant Agreement
Investment ID OPP1019987

Attachment B
Terms & Conditions

This Agreement is subject to the following terms and conditions.

Project Support

Project Description and Charitable Purpose
The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, “Project”) in order to further the Charitable Purpose. IBRD will administer the grant funds for the Project in accordance with the terms and conditions of a Contribution Agreement to be executed between the Foundation and the IBRD.

Management of Funds

Use of Funds
You may not use funds provided under the Agreement (“Grant Funds”) for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. IBRD shall use an amount equivalent to 2% of the grant funds to reimburse its costs related to the administration of the funds.

Investment of Funds
You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, “Income”). Any Income must be used for the Project.

Global Access

Global Access Commitment
You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. “Funded Developments” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “Background Technology” means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. “Global Access” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

Global Access Milestones
To further define Your Global Access commitments, You are required to complete a Global Access Strategy and any other Global Access activities and documentation listed in the Reporting & Payment Schedule. The Global Access Strategy should address the following concepts with respect to all Funded Developments: (a) identification of Background Technology at the outset and during the Project and specific strategies to ensure access to such Background Technology; (b) agreements and/or procedures for transfers of materials and data among Project Collaborators or third parties relevant to the Project; (c) reporting processes for the creation of Funded Developments to both the Project management team and to the Foundation as well as the publishing and dissemination of the knowledge and information gained from the Project; (d) strategies to secure, manage and allocate intellectual property rights associated with the Funded Developments or Background Technology in a way that ensures Global Access while providing incentives for future potential private sector participation; and (e) anticipated development,
commercialization and sustainability strategies during and after the Project to ensure that Global Access can be met, including how commercialization efforts for applicable technologies/products relationships with private industry will be managed such that the technologies/products are made available at an affordable price to end-users.

You may not materially change the plans and strategies contained in any Global Access documents after they have been approved by the Foundation without the Foundation's prior written approval. You will provide the Foundation with updates to the Global Access Strategy during each year of the Project describing any new or modified approaches with respect to Funded Developments and Background Technology, and related agreements, taking into account any new product, technology, and commercialization developments and/or market information. "Global Access Strategy" means a written document, subject to the Foundation's approval, describing how You intend to achieve Global Access given the particular circumstances of the Project. "Project Collaborators" means all current and future subgrantees, subcontractors, partners, agents, affiliates, or other parties who provides any input to the Project.

PUBLICATION
For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

SUBGRANTS AND SUBCONTRACTS
You have the exclusive right to select subgrantees and subcontractors to assist with the Project. You acknowledge that the Foundation has not and will not earmark the use of any Grant Funds for a specific subgrantee or subcontractor.

RESPONSIBILITY FOR OTHERS
You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES
ANTI-TERRORISM
You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/bsd); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY
You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY
You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for
nonlobbying activities. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

**RESEARCH INVOLVING HUMAN SUBJECTS**
You agree that no funds will be expended to enroll human subjects in any research project subject to Institution Review Board (IRB) or independent ethics committee (IEC) approval until such approval has been obtained for each site.

**COVERAGE FOR ALL SITES**
You agree that for each venue in which any part of the Project is conducted (either by Your organization or a subgrantee or subcontractor) all legal and regulatory approvals for the activities being conducted will be obtained in advance of commencing the regulated activity. You further specifically agree that no funds will be expended to enroll human subjects until the necessary regulatory and ethical bodies' approvals are obtained.

**REGULATED RESEARCH**
The coverage requirements set forth in the preceding paragraph include but are not limited to regulations relating to: research involving human subjects; clinical trials, including management of data confidentiality; research involving animals; research using substances or organisms classified as Select Agents by the U.S. Government; use or release of genetically modified organisms; research use of recombinant DNA; and/or use of any organism, substance or material considered to be a biohazard, including adherence to all applicable standards for transport of specimens, both locally and internationally, as appropriate. As applicable, regulated activities and their documentation are to be conducted under the applicable international, national, and local standards. Documentation of research results should be consistent with regulations and the need to establish corroborated dates of invention and reduction to practice with respect to inventions where this is relevant.

**PROVISION OF CARE FOR HUMAN SUBJECTS RESEARCH**
In keeping with “Good Clinical Practice” standards, You will disclose to subjects and the IRBs what care and/or referrals will be available through participation in the study. Institutional policies regarding what care will be provided to personnel who are injured as a result of their work on the Project should similarly be developed, approved and implemented with notice to the employees.

**PUBLICITY BY THE FOUNDATION**
The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

**PUBLICITY BY YOU**
You must obtain the Foundation’s prior written approval before: (a) issuing a press release or other public announcement regarding the award of this grant; and (b) any other public use of the Foundation’s name or mark. For any subsequent press releases or other public announcements directly related to the award of this grant, please email Your request to: Grantee.Comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment.

**PUBLICITY BY OTHERS**
You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

**COMPLIANCE WITH LAWS**
In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property rights of any third party.
RELIANCE
You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

INDEMNIFICATION
You will indemnify, defend, and hold harmless the Foundation and its trustees, employees, and agents ("Indemnified Parties") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising out of or relating to the acts or omissions, actual or alleged, of You or Your employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Project or this Agreement. You agree that any activities by the Foundation in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Foundation's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim.

TERM
This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement.

TERMINATION
The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

If the Foundation determines that the cause of its concern(s) cannot be remedied, the Foundation may immediately modify, suspend, or discontinue payment or terminate this Agreement. Otherwise, the Foundation will provide You with advance notice of its concern(s) and reasonable time to address them. If no resolution satisfactory to the Foundation is reached within that time, the Foundation may, at its discretion, modify, suspend, or discontinue payment or terminate this Agreement without further notice.

RETURN OF FUNDS
Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to the Foundation, applied to another Foundation-funded project (current or under consideration), or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation.

RECORD KEEPING
You will maintain adequate accounting records related to the Project. You will make such records available to enable the Foundation to monitor and evaluate how Grant Funds have been used.

SURVIVAL
A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.
ENTIRE AGREEMENT AND AMENDMENTS
This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS
Written notices and approvals under this Agreement must be delivered by mail or email to the other Party’s primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY
Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT
You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation’s prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS
Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.