Amendment No. 3 to the Contribution Agreement
Between the United States of America acting through the United States Agency for International Development and the Trustee for the CGIAR Fund
(MTO 069018)
dated May 20, 2013

WHEREAS, a Contribution Agreement dated September 30, 2011 was entered into by the International Bank for Reconstruction and Development (the "Bank") and the United States acting through the United States Agency for International Development (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, MTO 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; and

WHEREAS, the Fund Donor wishes to contribute additional funds 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 supplemental amount of US$36,237,727 (United States dollars thirty-six million two hundred and thirty-seven thousand seven hundred and twenty-seven) (the "Supplemental Contribution") to the CGIAR Fund as specified in paragraph 3 below.

2. The Supplemental Contribution shall be administered by the Trustee on behalf of the Fund Donor 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 Supplemental 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$36,237,727 (United States dollars thirty-six million two hundred and thirty-seven thousand seven hundred and twenty-seven) upon effectiveness of this Amendment.

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 (MTO 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 Supplemental 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>$1,000,000.00</td>
<td>3</td>
<td>IFPRI (Bangladesh Policy Research and Strategy Support)¹</td>
<td>$20,000.00</td>
<td>$980,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$2,500,000.00</td>
<td>3</td>
<td>IRRI (CSISA – Bangladesh)²</td>
<td>$50,000.00</td>
<td>$2,450,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$2,500,000.00</td>
<td>3</td>
<td>CIMMYT (Bangladesh Agricultural Mechanization and Surface Water Irrigation)³</td>
<td>$50,000.00</td>
<td>$2,450,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$2,000,000.00</td>
<td>3</td>
<td>ICLARM (Bangladesh Aquaculture for Income and Nutrition)⁴</td>
<td>$40,000.00</td>
<td>$1,960,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$375,000.00</td>
<td>3</td>
<td>CIP (Bangladesh Potato, Sweet Potato, and Vegetable)⁵</td>
<td>$7,500.00</td>
<td>$367,500.00</td>
</tr>
<tr>
<td>1</td>
<td>$38,727.00</td>
<td>3</td>
<td>IFPRI (Ethiopia AGP Survey)⁶</td>
<td>$774.54</td>
<td>$37,952.46</td>
</tr>
</tbody>
</table>

¹ This reflects the Fund Donor’s interest and preference that IFPRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IFPRI will use such funds for such purposes.

² This reflects the Fund Donor’s interest and preference that IRRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IRRI will use such funds for such purposes.

³ This reflects the Fund Donor’s interest and preference that CIMMYT use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that CIMMYT will use such funds for such purposes.

⁴ This reflects the Fund Donor’s interest and preference that ICLARM use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that ICLARM will use such funds for such purposes.

⁵ This reflects the Fund Donor’s interest and preference that CIP use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that CIP will use such funds for such purposes.

⁶ This reflects the Fund Donor’s interest and preference that IFPRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IFPRI will use such funds for such purposes.
<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Window</th>
<th>Organization/Program</th>
<th>Project Amount</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$4,000,000.00</td>
<td>3</td>
<td>IFPRI (Ghana Strategy Support Program)</td>
<td>$80,000.00</td>
<td>$3,920,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$250,000.00</td>
<td>3</td>
<td>IFPRI (Guatemala Strategy Support Program)</td>
<td>$5,000.00</td>
<td>$245,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$414,000.00</td>
<td>3</td>
<td>ICRISAT (Mali Africa - RISING)</td>
<td>$8,280.00</td>
<td>$405,720.00</td>
</tr>
<tr>
<td>1</td>
<td>$1,500,000.00</td>
<td>3</td>
<td>IFPRI (Nigeria Strategy Support Program)</td>
<td>$30,000.00</td>
<td>$1,470,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$10,900,000.00</td>
<td>3</td>
<td>CIMMYT (Promoting Science and Innovation in Agriculture in Pakistan)</td>
<td>$218,000.00</td>
<td>$10,682,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$1,000,000.00</td>
<td>3</td>
<td>IFPRI (Uganda Promotion of Biofortified Crops)</td>
<td>$20,000.00</td>
<td>$980,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$130,000.00</td>
<td>3</td>
<td>CIMMYT (Uganda Maize Research)</td>
<td>$2,600.00</td>
<td>$127,400.00</td>
</tr>
</tbody>
</table>

7 This reflects the Fund Donor’s interest and preference that IFPRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IFPRI will use such funds for such purposes.

8 This reflects the Fund Donor’s interest and preference that IFPRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IFPRI will use such funds for such purposes.

9 This reflects the Fund Donor’s interest and preference that ICRISAT use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that ICRISAT will use such funds for such purposes.

10 This reflects the Fund Donor’s interest and preference that IFPRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IFPRI will use such funds for such purposes.

11 This reflects the Fund Donor’s interest and preference that CIMMYT use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that CIMMYT will use such funds for such purposes.

12 This reflects the Fund Donor’s interest and preference that IFPRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IFPRI will use such funds for such purposes.

13 This reflects the Fund Donor’s interest and preference that CIMMYT use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that CIMMYT will use such funds for such purposes.
<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Window</th>
<th>Description</th>
<th>Trustee Account</th>
<th>Fund Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$130,000.00</td>
<td>3</td>
<td>CIAT (Uganda Bean Research)</td>
<td>$2,600.00</td>
<td>$127,400.00</td>
</tr>
<tr>
<td>1</td>
<td>$1,050,000.00</td>
<td>3</td>
<td>IFPRI (G8 Technology Platform)</td>
<td>$21,000.00</td>
<td>$1,029,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$7,500,000.00</td>
<td>3</td>
<td>Bioversity (Global Crop Diversity Trust)</td>
<td>$150,000.00</td>
<td>$7,350,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$950,000.00</td>
<td></td>
<td>Provisional Account N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$705,754.54</strong></td>
<td><strong>$35,531,972.46</strong></td>
</tr>
</tbody>
</table>

6. 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
Multilateral Trusteeship and Innovative Financing
The World Bank
1818 H Street, NW
Washington, DC 20433, U.S.A.
Tel: +1 202 458 0019
Fax: +1 202 614 0249

For the Fund Donor (the “Fund Donor Contact”):
Robert Bertram
Director Office of Agricultural Research and Policy
U.S. Agency for International Development
1300 Pennsylvania Ave., N.W.
Washington, DC 20523
Tel: +1-202-712-5064
Fax: +1-202-216-3380

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

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14 This reflects the Fund Donor's interest and preference that CIAT use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that CIAT will use such funds for such purposes.

15 This reflects the Fund Donor's interest and preference that IFPRI use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that IFPRI will use such funds for such purposes.

16 This reflects the Fund Donor's interest and preference that Bioversity use these Window 3 funds for such activities, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that Bioversity will use such funds for such purposes.
8. 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.

9. 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

Axel van Trotsenburg, Vice President
Concessional Finance and Global Partnerships
Date: 6/20/2013

UNITED STATES OF AMERICA, acting through the
UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

Gregory Gottlieb
Deputy Assistant to the Administrator
U.S. Agency for International Development
Date: 5/29/13

Attachments:

Annex 1 (Agreement between USAID and International Food Policy Research Institute (IFPRI)) – for informational purposes only
Annex 2 (Agreement between USAID and International Rice Research Institute (IRRI)) – for informational purposes only
Annex 3 (Agreement between USAID and International Center for Maize and Wheat Improvement (CIMMYT)) – for informational purposes only
Annex 4 (Agreement between USAID and the International Center for Living Aquatic Resources Management (ICLARM)) – for informational purposes only
Annex 5 (Agreement between USAID and International Potato Center (CIP)) – for informational purposes only
Annex 6 (Agreement between USAID and International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)) – for informational purposes only
Annex 7 (Agreement between USAID and International Center for Tropical Agriculture (CIAT)) – for informational purposes only