Amendment No. 44 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$6,633,248.00 (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:

<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>$6,633,248.00</td>
<td>3</td>
<td>IRRI</td>
<td>$132,664.96</td>
<td>$6,500,583.04</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$6,633,248.00</td>
<td></td>
<td></td>
<td>$132,664.96</td>
<td>$6,500,583.04</td>
</tr>
</tbody>
</table>
6. (a) The Fund Donor has entered into the International Rice Research Institute Grant Agreement OPP1088843 attached hereto as Annex I with respect to a portion of the Window 3 funds being provided hereunder to IRRI, 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”):
   Saki Kato
   Senior Coordinator, 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

Date: July 24, 2015

BILL & MELINDA GATES FOUNDATION

Saki Kato, Senior Coordinator, Grants and Contracts Management
Bill & Melinda Gates Foundation

Date: July 20, 2015

Annex I IRRI Grant Agreement OPP1088843—for informational purposes only
March 7, 2014

Robert Zeigler  
Director General  
International Rice Research Institute  
DAPO 7777  
Metro Manila  
Philippines  

Re: Global Development Grant Number OPP1088843  
Renewal: STRASA Phase 3 - Stress-Tolerant Rice for Africa and South Asia  

Dear Dr. Ziegler:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award International Rice Research Institute ("IRRI") a grant in the amount of $32,770,000.00 for the period beginning on the date you sign this agreement (the "Start Date") to March 31, 2019 (the "Grant Period"). This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

Charitable Purpose of the Grant. The charitable purpose of this grant is to reduce poverty and hunger and increase food and income security for resource-poor farm families and rice consumers in South Asia and sub-Saharan Africa through the development and dissemination of high-yielding rice varieties tolerant of abiotic stress, as described in your proposal (the "Proposal") and budget (the "Budget") dated January 31, 2014 (together, the "Project"). The International Bank for Reconstruction and Development (the "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.

Tax Status. IRRI confirms that under the United States Internal Revenue Code of 1986 (the "Code") it is exempt from federal income tax under section 501(c)(3) and is not a private foundation within the meaning of section 509(a) of the Code. You agree to advise us immediately if there is any change in your organization's tax status during the Grant Period.

Use of Grant Funds. Grant funds may only be used for the Project. Any grant funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Foundation. Any Budget cost category change of more than 10% must be approved in writing by the Foundation in advance. You may not use the grant funds to reimburse any expenses you chose to incur 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.

Political Campaign/Lobbying Activity. Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. There is no agreement, oral or written, permitting the grant funds to be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with grant funds, will comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with lobbying, gift and ethics rules applicable to the Project under local, state, federal or foreign law.
**Investment of Grant Funds.** Grant funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Foundation requires you to report the amount of any interest or other income generated by the grant funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project. At the end of the Grant Period, any remaining Interest must be applied to another of your Foundation-funded projects (current or under consideration).

**Anti-Terrorism.** You confirm that you are familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government. You will use reasonable efforts to ensure that you do not support or promote terrorist activity or related training, or money laundering.

**Anti-Bribery.** Grantee shall not offer or provide money, gifts or any other thing 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 in compliance with anti-bribery laws are available here: [www.learnfoundatioiw.org](http://www.learnfoundatioiw.org).

**Subgrants and Subcontracts.** You have the exclusive right to select subgrantees and subcontractors for the Project. The Foundation has not earmarked the use of the grant funds for any specific subgrantee or subcontractor. You, and not the Foundation, are responsible for ensuring that all subgrantees and subcontractors use grant funds consistent with this Grant Agreement and the Proposal. Neither you nor your subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors you engage to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation"). You may state that International Rice Research Institute is the Foundation's grantee and that you are a subgranted or subcontractor of International Rice Research Institute for the Project."

**Payments and Reports.** You have directed that 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. This table shows the deliverables (including reports) and milestones for this grant. Where indicated, the Foundation's payment is contingent on satisfaction of the listed deliverable and/or milestone. The Foundation may authorize changes to the payment and reporting schedule from time to time where appropriate. The Foundation will confirm any such changes in writing.

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Milestone or Deliverable</th>
<th>Due by</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 2014</td>
<td>$6,543,573.00</td>
<td>Countersigned Grant Agreement</td>
<td>March 31, 2014</td>
<td>-----</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>Global Access Milestone, as described below</td>
<td>June 30, 2014</td>
<td>-----</td>
</tr>
<tr>
<td>April 2015</td>
<td>$6,633,248.00</td>
<td>Progress Report</td>
<td>February 28, 2015</td>
<td>Start Date through December 31, 2014</td>
</tr>
<tr>
<td>April 2016</td>
<td>$6,627,985.00</td>
<td>Progress Report</td>
<td>February 28, 2016</td>
<td>January 1, 2015 through December</td>
</tr>
<tr>
<td>Year</td>
<td>Amount</td>
<td>Report Type</td>
<td>Date</td>
<td>Period</td>
</tr>
<tr>
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</tr>
<tr>
<td>2018</td>
<td>$6,476,832.00</td>
<td>Progress Report</td>
<td>February 28, 2018</td>
<td>January 1, 2017 through December 31, 2017</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>Final Report</td>
<td>May 31, 2019</td>
<td>Start Date through March 31, 2019</td>
</tr>
<tr>
<td>Total</td>
<td>$32,770,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Milestones.** For a report to be satisfactory, you must demonstrate meaningful progress against the milestones contained in this Grant Agreement and the Proposal. Milestones may be added or modified during the Grant Period. The Foundation will confirm any agreed changes to the milestones in writing.

**Report Templates.** You are required to submit one or more reports regarding the expenditure of grant funds and your progress on the Project. The Foundation’s report templates and submission guidelines for this grant can be found at:


These templates and guidelines are subject to change. Please submit reports electronically to your Program Officer and Program Coordinator. The Foundation will send you an email with the contact information for these individuals. You also agree to submit other reports that the Foundation may reasonably request.

**Record Maintenance and Inspection.** The Foundation requires that you maintain adequate records for the Project to enable the Foundation to easily determine how the grant funds were expended. Your books and records must be made available for inspection by the Foundation or its designee at reasonable times to permit us to monitor and conduct an evaluation of operations under this grant.

**Compliance.** The Foundation has the right at its discretion to terminate or suspend the grant or withhold payment if (a) the Foundation is not reasonably satisfied with your progress on the Project; or (b) significant leadership or other changes occur that the Foundation believes may threaten the Project; or (c) you fail to comply with any term or condition of this Grant Agreement. On termination, if requested by the Foundation, you agree to promptly return to the Foundation any unspent and uncommitted grant funds (as of the date of termination) previously distributed to you by the Foundation for the Project.

**Public Access.** You will make the results of the Project or any reports or other publications regarding the Project funded by this grant (collectively, the "Materials") available to the public: (i) on hard copy media free of charge (other than reasonable processing and shipping costs) and or (ii) for free unlimited access and use via an Internet site, which you will use reasonable efforts to have listed with major Internet search engines.

**Publications.** You will seek prompt publication of any data and results generated from the Project 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 of this grant. You will
also use good faith efforts to ensure that your subcontractors and sub-grantees likewise seek prompt
publication of any data and results generated from the Project. You will cite all actual or pending
publications in the next progress or final report that you submit to the Foundation.

**Global Access.** You will conduct and manage the Project and the resulting products, services, processes,
technologies, materials, software, data and/or other innovations (collectively, "Funded Developments") in
a manner that ensures “Global Access.” Global Access requires that (a) the knowledge and information
gained from the Project be promptly and broadly disseminated and (b) the Funded Developments 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 your proposed Project.
The Foundation is making this grant in reliance on the descriptions and answers provided to the
Foundation in your Proposal and during the course of any pre-award and post-award due diligence. Your
Global Access obligations will survive the Grant Period.

To further define your Global Access commitments, you are required to complete a Global Access
Strategy no later than June 30, 2014 (the “Global Access Milestone”):

Global Access Strategy should identify how differences in intellectual property policies of the various
inventing institutions will be reconciled, if necessary, to ensure Global Access. The Global Access
Strategy should also address how IRRI will manage the relationships of collaborators, including linkages
with the private sector and contractual arrangements with agro-dealers, such that Global Access can be
achieved.

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 (including identifying how
differences in IP policies of the various inventing institutions will be reconciled, if needed, to ensure
Global Access); and (e) anticipated development, commercialization and sustainability strategies during
and after the Project to ensure that Global Access can be met (specifically, how IRRI will manage the
relationships of collaborators, including linkages with the private sector and contractual arrangements
with agro-dealers, such that Global Access can be achieved). “Background Technology” means any and
all products, services, processes, technologies, materials, software, data and/or other innovations that were
created by you or a third party prior to or outside of the Project and that are used as part of the Project.
“Project Collaborators” means all current and future subgrantees, (sub)contractors, partners, agents or
other party who provides any input to the Project.

You agree to provide the Foundation with updates to the Global Access Strategy during each year of the
Project in conjunction with your annual reports, which will describe any new or revised approaches with
respect to the Background Technology and Funded Developments, taking into account any new product,
technology and commercialization developments and/or market information.

No material changes will be made to the plans and strategies contained in the Global Access Milestone
after it has been approved by the Foundation without prior written agreement from the Foundation.
Grant Announcements, Public Reports and Use of Foundation Name and Logo. The Foundation will include information on this grant in our periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or announcement regarding the award of this grant, you must obtain advance approval from the Foundation of the press release and the date of release. You also agree to obtain advance approval from the Foundation for any other use of the Foundation's name or logo. The Foundation requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant.

Please contact the Foundation at Grantee.Commiss@gatesfoundation.org at least two weeks before any press release, announcement or other publication date. Further information is available at:


Counterparts: Original. This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you, the grantee, to deliver original signed documents.

Assignment. This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your organization’s assets.

Entire Agreement, Severability and Amendment. This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return this Grant Agreement to Jeanine Wiese at jeanine.wiese@gatesfoundation.org. Please keep a copy for your records. If you have questions, please contact Jana Fry at jana.fry@gatesfoundation.org or +001 (206) 709-3439.

On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,

Chris Elias
President
Global Development Program
Bill and Melinda Gates Foundation

*Signature on Following Page*
International Rice Research Institute, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.

Matthew Morell

from Robert Zeigler
Director General

Date

03/11/14