Amendment No. 28 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$8,353,936.00 (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$379,821.00 upon effectiveness of this Amendment (“Installment 2”);
   (ii) US$3,010,537.00 upon effectiveness of this Amendment (“Installment 1”);
   (iii) US$4,172,381.00 upon effectiveness of this Amendment (“Installment 1”) and
   (iv) US$791,197.00 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>2</td>
<td>$379,821.00</td>
<td>3</td>
<td>CIMMYT</td>
<td>$7,596.42</td>
<td>$372,224.58</td>
</tr>
<tr>
<td>1</td>
<td>$3,010,537.00</td>
<td>3</td>
<td>IITA</td>
<td>$60,210.74</td>
<td>$2,950,326.26</td>
</tr>
<tr>
<td>1</td>
<td>$4,172,381.00</td>
<td>3</td>
<td>CIMMYT</td>
<td>$83,447.62</td>
<td>$4,088,933.38</td>
</tr>
<tr>
<td>1</td>
<td>$791,197.00</td>
<td>3</td>
<td>CIAT</td>
<td>$15,823.94</td>
<td>$775,373.06</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$8,353,936.00</td>
<td></td>
<td></td>
<td>$167,078.72</td>
<td>$8,186,857.28</td>
</tr>
</tbody>
</table>

6. (a) The Fund Donor has entered into the CIMMYT Grant Agreement OPP1088015 attached hereto as Annex I with respect to a portion of the Window 3 funds being provided hereunder to CIMMYT, 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.

(b) The Fund Donor has entered into the IITA Grant Agreement OPP1093845 attached hereto as Annex 2 with respect to a portion of the Window 3 funds being provided hereunder to IITA, 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.

(c) The Fund Donor has entered into the CIMMYT Grant Agreement OPP1097279 attached hereto as Annex 3 with respect to a portion of the Window 3 funds being provided hereunder to CIMMYT, 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.

(d) The Fund Donor has entered into the CIAT Grant Agreement OPP1115996 attached hereto as Annex 4 with respect to a portion of the Window 3 funds being provided hereunder to CIAT, 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
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: October 9, 2014

BILL & MELINDA GATES FOUNDATION

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

Date: October 3, 2014

Annex 1 (CIMMYT Grant Agreement OPP1088115) — for informational purposes only
Annex 2 (IITA Grant Agreement OPP1093845) — for informational purposes only
Annex 3 (CIMMYT Grant Agreement OPP1093845) — for informational purposes only
Annex 4 (CIAT Grant Agreement OPP1115996) — for informational purposes only
July 22, 2013

Dr. Thomas Lumpkin
Director General
Centro Internacional de Mejoramiento de Maiz y Trigo
Apdo. Postal 6-641
Col. Juárez, Deleg. Cuauhtémoc
CP 06600 México, D.F.
Mexico

Re: Global Development Grant Number OPP1088115
Managing maize lethal necrosis (MLN) in eastern Africa through accelerated development and delivery

Dear Dr. Lumpkin:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award Centro Internacional de Mejoramiento de Maiz y Trigo ("CIMMYT") a grant in the amount of $1,484,640.00 for the period beginning on the date you sign this agreement (the "Start Date") to July 31, 2016 (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 effectively manage the maize lethal necrosis (MLN) disease through accelerated development of elite germplasm with MLN resistance, as described in your proposal (the "Proposal") and budget (the "Budget") dated May 31, 2013 (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. CIMMYT 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. You confirm that the amount of funds received from the Foundation each year for this Project, including any other grant funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. 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.

**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 CIMMYT is the Foundation's grantee and that you are a subgrantee or subcontractor of CIMMYT 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 schedules 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>
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<tbody>
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<td>August 2013</td>
<td>$911,109.00</td>
<td>Countersigned Grant Agreement</td>
<td>August 1, 2013</td>
<td>N/A</td>
</tr>
<tr>
<td>September 2014</td>
<td>$379,821.00</td>
<td>Progress Report</td>
<td>August 1, 2014</td>
<td>Start Date through June 30, 2014</td>
</tr>
<tr>
<td>September 2015</td>
<td>$193,710.00</td>
<td>Progress Report</td>
<td>August 1, 2015</td>
<td>July 1, 2014 through June 30, 2015</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>Final Report</td>
<td>October 1, 2016</td>
<td>Start Date through July 31, 2016</td>
</tr>
<tr>
<td>Award Total</td>
<td>$1,484,640.00</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 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:

Progress Report:

Final Report:

These templates and guidelines are subject to change. Please submit reports electronically to your Program Officer and Grants 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.

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 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.

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.Comms@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,

[Signature]

Rob Horsch  
Deputy Director, Agricultural Development  
Global Development Program  
Bill and Melinda Gates Foundation

Centro Internacional de Mejoramiento de Maiz y Trigo, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.

[Signature]  
Dr. Thomas Lumpkin  
Director General

[Date: 7 August 2013]  
CIMMYT  
OPP1088115  
Page 4 of 4
**GRANT AGREEMENT**
Investment ID OPP1093845

**AGREEMENT SUMMARY & SIGNATURE PAGE**

<table>
<thead>
<tr>
<th>GRANTEE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Tax Status:</strong></td>
</tr>
<tr>
<td><strong>You confirm that the above information is correct and agree to notify the Foundation immediately of any change.</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Primary Contact:</strong></td>
</tr>
</tbody>
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<table>
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<th>FOUNDATION INFORMATION</th>
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</thead>
<tbody>
<tr>
<td><strong>Mailing Address:</strong></td>
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<td><strong>Primary Contact:</strong></td>
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<table>
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<th>AGREEMENT INFORMATION</th>
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</thead>
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<tr>
<td><strong>Title:</strong></td>
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<tr>
<td><strong>&quot;Charitable Purpose&quot;:</strong></td>
</tr>
<tr>
<td><strong>&quot;Start Date&quot;:</strong></td>
</tr>
<tr>
<td><strong>&quot;End Date&quot;:</strong></td>
</tr>
<tr>
<td><strong>This Agreement includes and incorporates by this reference:</strong></td>
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</tbody>
</table>

**THIS AGREEMENT** is between the International Institute of Tropical Agriculture ("IITA" 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**

Pamela K. Anderson
Director, Agricultural Development

September 29, 2014

**INTERNATIONAL INSTITUTE OF TROPICAL AGRICULTURE**

Hilde Koper-Limbourg
Head, Project Administration Office

October 1, 2014
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 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.

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. You agree to submit other reports the Foundation may reasonably request.

<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</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date - September 30, 2015</td>
<td>Countersigned Grant Agreement</td>
<td>-----</td>
<td>Within 15 days following receipt of the countersigned Grant Agreement</td>
<td>$3,010,537.00</td>
</tr>
<tr>
<td>October 1, 2015 - September 30, 2016</td>
<td>Progress Report</td>
<td>November 2, 2015</td>
<td>January 2016</td>
<td>$2,811,714.00</td>
</tr>
<tr>
<td>October 1, 2016 - September 30, 2017</td>
<td>Progress Report</td>
<td>October 31, 2016</td>
<td>January 2017</td>
<td>$2,950,110.00</td>
</tr>
<tr>
<td>October 1, 2017 - September 30, 2018</td>
<td>Progress Report</td>
<td>October 31, 2017</td>
<td>January 2018</td>
<td>$2,780,258.00</td>
</tr>
<tr>
<td>Entire Grant Term</td>
<td>Final Report</td>
<td>December 2, 2019</td>
<td>-----</td>
<td>-----</td>
</tr>
</tbody>
</table>

Total Grant Amount $13,873,600.00
This Agreement is subject to the following terms and conditions.

**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.

**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 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.

**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**
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 assistsing 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/sdn); 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. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

PUBLICITY

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 disclosure.

PUBLICITY BY YOU
You must obtain the Foundation’s prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation’s name or logo. Please email Your request to: grantee.comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc.

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.

OTHER

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.

OPP1093845
Page 4 of 6
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.

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.

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.

GENERAL

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.
**Bill & Melinda Gates Foundation**

**GRANT AGREEMENT**
Investment ID OPP1097279

**AGREEMENT SUMMARY & SIGNATURE PAGE**

<table>
<thead>
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<tr>
<td><strong>Title:</strong></td>
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<tr>
<td><strong>Charitable Purpose:</strong></td>
</tr>
<tr>
<td><strong>Start Date:</strong></td>
</tr>
<tr>
<td><strong>End Date:</strong></td>
</tr>
</tbody>
</table>
| **This Agreement includes and incorporates by this reference:** | This Agreement Summary & Signature Page and:  
- Grant Amount and Reporting & Payment Schedule (Attachment A)  
- Terms and Conditions (Attachment B)  
- Proposal Narrative (date submitted July 24, 2014)  
- Results Framework and Tracker (date submitted July 24, 2014)  
- Budget (date submitted July 24, 2014) |

**THIS AGREEMENT** is between Centro Internacional de Mejoramiento de Maiz y Trigo ("CIMMYT," "You" or "Grantee") 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]

Pamela Anderson  
Director, Agricultural Development  

September 30, 2014  
Date

**CENTRO INTERNACIONAL DE MEJORAMIENTO DE MAIZ Y TRIGO**

![Signature]

Thomas Lumpkin  
Director General  

2 October 2014  
Date  
In his absence
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 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.

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. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE

<table>
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<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>
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<td>Countersigned Grant Agreement</td>
<td>----</td>
<td>Within 30 days of receipt of Grant Agreement</td>
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<tr>
<td>September 1, 2016 through August 31, 2017</td>
<td>Progress Narrative and Financial Report</td>
<td>October 15, 2017</td>
<td>January 2018</td>
<td>$1,942,923.00</td>
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<tr>
<td>September 1, 2017 through August 31, 2018</td>
<td>Progress Narrative and Financial Report</td>
<td>October 15, 2018</td>
<td>January 2019</td>
<td>$1,290,589.00</td>
</tr>
<tr>
<td>Start Date through September 30, 2019</td>
<td>Final Progress Narrative and Financial Report</td>
<td>November 30, 2019</td>
<td>----</td>
<td>----</td>
</tr>
</tbody>
</table>

Total Grant Amount $12,000,000.00
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.

**EVALUATION**
You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation related to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or findings.

**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.

**SUBGRANTS AND SUBCONTRACTS**

**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/alsd), 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.

PUBLICITY

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 disclosure.

PUBLICITY BY YOU
You must obtain the Foundation’s prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation’s name or logo. Please email Your request to: grantee.comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: www.gatesfoundation.org/grantseeker/documents/guidelines_commmunications_for_grantees.doc.

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.

OTHER

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.

TERM AND TERMINATION

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.

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.

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You will maintain adequate accounting records related to the Project. You will make such records available
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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.

GENERAL

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.
GRANT AGREEMENT
Investment ID OPP1115996

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION

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<tr>
<th>Name:</th>
<th>Centro Internacional de Agricultura Tropical</th>
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<tr>
<td>Tax Status:</td>
<td>Public Charity pursuant to U.S. IRC § 509(a)(1)</td>
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<tr>
<td>You confirm that the above information is correct and agree to notify the Foundation immediately of any change.</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>Kilometro 17, recta Cali – Palmira</td>
</tr>
<tr>
<td>Velle del Cauca</td>
<td>Cali AA 6713</td>
</tr>
<tr>
<td>Colombia</td>
<td></td>
</tr>
<tr>
<td>Primary Contact:</td>
<td>Joe Tohme, Director, Agrobiodiversity Research, <a href="mailto:j.tohme@cgiar.org">j.tohme@cgiar.org</a></td>
</tr>
</tbody>
</table>

FOUNDATION INFORMATION

| Mailing Address: | P. O. Box 23350, Seattle, WA 98102, U.S.A. |
| Primary Contact: | Lawrence Kent, Senior Program Officer, Lawrence.Kent@gatesfoundation.org |

AGREEMENT INFORMATION

| Title: | Global Cassava Partnership: Third Global Cassava Conference and Network Support |
| "Charitable Purpose": | to strengthen the Global Cassava Partnership (GCP), an international network of institutions and individuals interested in improving the productivity of cassava across the value chain from research through development to processing, and to fund the participation of African scientists and development workers in the Third Global Scientific Conference on Cassava to be held in China in October 2015 |
| "Start Date": | Date of last signature. |
| "End Date": | September 30, 2018 |
| This Agreement includes and incorporates by this reference: | This Agreement Summary & Signature Page and: |
| | - Grant Amount and Reporting & Payment Schedule (Attachment A) |
| | - Terms and Conditions (Attachment B) |
| | - Proposal Narrative (date submitted August 15, 2014) |
| | - Results Framework and Tracker (date submitted August 15, 2014) |
| | - Budget (date submitted August 15, 2014) |

THIS AGREEMENT is between Centro Internacional de Agricultura Tropical ("CIAT," "You" or "Grantee") 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

Pamela K. Anderson
Director, Agricultural Development
September 29, 2014
Date

CENTRO INTERNACIONAL DE AGRICULTURA TROPICAL

Ruben Echeverria
Director General

Date

Reviewed by
Contracts Management
GRANT AGREEMENT
Investment ID OPP1115996

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 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.

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. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE

<table>
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<tr>
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<td>Within 15 days following receipt of the countersigned Grant Agreement if received by November 20, 2014*</td>
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*Grant Agreements received after November 20, 2014 will be paid in January of 2015.
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.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS
You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

SCHOLARSHIPS AND FELLOWSHIPS
You have sole discretion over Your selection of scholarship and fellowship recipients and must conduct the selection process independently of the Foundation.

TRAVEL STIPENDS AND CONFERENCE FEES
You have sole discretion over Your selection of individuals to whom You give travel stipends or conference
expense reimbursements and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

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 combating terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); 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.

PUBLICITY

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 disclosure.

PUBLICITY BY YOU
You must obtain the Foundation’s prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation’s name or logo. Please email Your request to: grantee.comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at www.gatesfoundation.org/grantseeker/documents/guidelines_communictions_for_grantees.doc.

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.

OTHER

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

OPP1115996
Page 4 of 6

Reviewed by:
Contracts
Management
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.

**TERM AND TERMINATION**

**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.

**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.

**GENERAL**

**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.