Amendment No. 9 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 January 26, 2015

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 $32,041,616 (United States dollars thirty-two million and forty-one thousand six hundred and sixteen) (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$32,041,616 (United States dollars thirty-two million and forty-one thousand six hundred and sixteen) 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>$5,000,000.00</td>
<td>3</td>
<td>ICLARM (Aquaculture for Income and Nutrition)¹</td>
<td>$100,000.00</td>
<td>$4,900,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$1,200,000.00</td>
<td>3</td>
<td>CIMMYT (BHEARD - Bangladesh)²</td>
<td>$24,000.00</td>
<td>$1,176,000.00</td>
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<tr>
<td>1</td>
<td>$1,937,000.00</td>
<td>3</td>
<td>IFPRI (Bangladesh Policy Research and Strategy Support)³</td>
<td>$38,740.00</td>
<td>$1,898,260.00</td>
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<tr>
<td>1</td>
<td>$2,500,000.00</td>
<td>3</td>
<td>CIMMYT (Bangladesh Irrigation and Agricultural Mechanization)²</td>
<td>$50,000.00</td>
<td>$2,450,000.00</td>
</tr>
<tr>
<td>1</td>
<td>$3,718,216.00</td>
<td>3</td>
<td>IRRI (CSISA - Bangladesh)⁴</td>
<td>$74,364.32</td>
<td>$3,643,851.68</td>
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<tr>
<td>1</td>
<td>$3,136,400.00</td>
<td>3</td>
<td>CIP (Bangladesh Potato, Sweet Potato, and Vegetable)⁵</td>
<td>$62,728.00</td>
<td>$3,073,672.00</td>
</tr>
</tbody>
</table>

¹ 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.

² 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.

³ 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.

⁴ 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.

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.
<table>
<thead>
<tr>
<th>#</th>
<th>Total Allocation</th>
<th># Days</th>
<th>Fund Name and Project Name</th>
<th>Window 3 Allocation</th>
<th>Total Amount</th>
</tr>
</thead>
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<td>1</td>
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<td>IITA (East Africa APPEAR)</td>
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<tr>
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<td>ILRI (East Africa ReSAKSS)</td>
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<td>CIMMYT (Seed Scaling: Guatemala Highlands Maize)</td>
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<td>ICRISAT (Reeseeding Malawi’s Smallholder Agriculture)</td>
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<tr>
<td>1</td>
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<td>IITA (Reeseeding Malawi’s Smallholder Agriculture—Legumes)</td>
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<td>IITA (Reeseeding Malawi’s Smallholder Agriculture—Aflasafe)</td>
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<td>CIP (Reeseeding Malawi’s Smallholder Agriculture—OFSP)</td>
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<td>CIMMYT (Platform Mozambique -)</td>
<td>$5,000.00</td>
<td>$245,000.00</td>
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6 This reflects the Fund Donor’s interest and preference that IITA 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 IITA will use such funds for such purposes.

7 This reflects the Fund Donor’s interest and preference that ILRI 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 ILRI will use such funds for such purposes.

8 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.
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<th></th>
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<th>IITA (Platform Mozambique - Legumes)</th>
<th>ICRISAT (Platform Mozambique - Legumes)</th>
<th>ICRISAT (Platform Mozambique - IFDC AIMS)</th>
<th>IITA (Platform Mozambique - Beans, Groundnuts and Sesame)</th>
<th>ICRISAT (Platform Mozambique - Program Management Unit)</th>
<th>ICRAF (AWARD - Mozambique)</th>
<th>CIP (VISTA - Mozambique)</th>
<th>IFPRI (Moz SAKSS)</th>
<th>IFPRI (Nigeria SAKSS)</th>
<th>ICRAF (AWARD - Tanzania)</th>
<th>IFPRI (Uganda Promotion of Biofortified Crops)</th>
<th>IFPRI (ReSAKSS - West Africa)</th>
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<td>CIFOR (Biodiversity Research)(^9)</td>
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<td>TOTAL</td>
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<td>$640,832.32</td>
<td>$31,400,783.68</td>
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</tbody>
</table>

\(^9\) This reflects the Fund Donor’s interest and preference that CIFOR 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 CIFOR will use such funds for such purposes.
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
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, NW
MSN G 6-601
Washington, DC 20433, U.S.A.
Tel: +1 202 473 7654
Fax: +1 202 614 0249
Email: mtotrustee@worldbank.org

For the Fund Donor (the "Fund Donor Contact"):
Robert Bertram
Chief Scientist
Bureau for Food Security
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.

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

Jaehyang So, Director
Trust Funds and Partnerships
Development Finance

Date: 2/10/15

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

Richard Greene
Deputy Assistant to the Administrator
U.S. Agency for International Development

Date: 11/30/15

Attachments:

Annex 1 (Agreement between USAID and the International Center for Living Aquatic Resources Management (ICLARM)) – for informational purposes only
Annex 2 (Agreement between USAID and International Center for Maize and Wheat Improvement (CIMMYT)) – for informational purposes only
Annex 3 (Agreement between USAID and International Food Policy Research Institute (IFPRI)) – for informational purposes only
Annex 4 (Agreement between USAID and International Rice Research Institute (IRRI)) – for informational purposes only
Annex 5 (Agreement between USAID and International Potato Center (CIP)) – for informational purposes only
Annex 6 (Agreement between USAID and the International Institute for Tropical Agriculture (IITA)) – for informational purposes only
Annex 7 (Agreement between USAID and the International Livestock Research Institute (ILR)) – for informational purposes only
Annex 8 (Agreement between USAID and International Center for Research on Agroforestry (ICRAF)) – for informational purposes only
Annex 9 (Agreement between USAID and International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)) – for informational purposes only
Agreement between USAID and the International Center for Living Aquatic Resources Management (ICLARM)
(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

International Center for Living Aquatic Resource Management (ICLARM)
also known as The WorldFish Center

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and ICLARM (also known as The WorldFish Center) (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, The WorldFish Center is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement and CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;

and

WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID's funding through Window 3 to the Center;
NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the United States Agency for International Development

[Signature]
Paul Weisenfeld
Assistant to the Administrator to the Bureau for Food Security,
U.S. Agency for International Development

Date 9/30/11

By the International Center for Living Aquatic Resource Management (ICLARM) also known as The WorldFish Center,

[Signature]
DR STEPHEN J HALL
Director General

Date: 23 September, 2011
Agreement between USAID and the International Center for Maize and Wheat Improvement (CIMMYT) (for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

Centro Internacional de Mejoramiento de Maíz y Trigo (CIMMYT, INT)

Dated September 22, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and the Centro Internacional de Mejoramiento de Maíz y Trigo (CIMMYT, INT) (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, the Centro Internacional de Mejoramiento de Maíz y Trigo (CIMMYT, INT) is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;
WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID’s funding through Window 3 to the Center;

NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Center are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Center are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the United States Agency for International Development

[Signature]

Date 9/30/11

By the Centro Internacional de Mejoramiento de Maíz y Trigo (CIMMYT, INT)

[Signature]

Thomas A. Hancock
Director General

Date 22 September 2011
Agreement between USAID and International Food Policy Research Institute (IFPRI)
(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

the International Food Policy Research Institute

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and the International Food Policy Research Institute (IFPRI) (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, IFPRI is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement and CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;

and

WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID’s funding through Window 3 to the Center;
NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the United States Agency for International Development

[Signature]
Paul Weisnfeld
Assistant to the Administrator to the Bureau for Food Security,
U.S. Agency for International Development

Date 9/30/11

By the International Food Policy Research Institute

[Signature]
Shenggen Fan
Director General

Date: Sept 23, 2011
Agreement between USAID and the International Rice Research Institute (IRRI)
(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

International Rice Research Institute

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and International Rice Research Institute (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, International Rice Research Institute is a member of the Consortium.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;

and

WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID’s funding through Window 3 to the Center;
NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 Funds designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the United States Agency for International Development

[Signature]

Paul Weisenfeld
Assistant to the Administrator to the Bureau for Food Security,
U.S. Agency for International Development

Date 9/30/11

By the International Rice Research Institute

[Signature]

Robert S. Zeigler
Director General

Date: 23 September 2011
Agreement between USAID and the International Potato Center (CIP)
(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

the International Potato Center

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and the International Potato Center (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, the International Potato Center is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement and CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;

and

WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID's funding through Window 3 to the Center;
NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

**By the United States Agency for International Development**

[Signature]

Paul Weisenfeld  
Assistant to the Administrator to the Bureau for Food Security,  
U.S. Agency for International Development  
Date: 9/30/11

**By the International Potato Center**

[Signature]

Pamela K. Anderson  
Director General  
Date: 9/23/11
Agreement between USAID and the International Institute for Tropical Agriculture (IITA)
(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

the International Institute of Tropical Agriculture (IITA)

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and the International Institute of Tropical Agriculture (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, the International Institute of Tropical Agriculture is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement and CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;

and

WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID’s funding through Window 3 to the Center;
NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the United States Agency for International Development

[Signature]
Paul Weisenfeld
Assistant to the Administrator to the Bureau for Food Security, U.S. Agency for International Development

Date: 9/30/11

By the International Institute of Tropical Agriculture,

[Signature]
Hilde Koper-Limbourg
Head, Contracts and Grants Office

Date: 9/30/11
Agreement between USAID and the International Livestock Research Institute (ILRI)
(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

the International Livestock Research Institute

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and the International Livestock Research Institute (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, the International Livestock Research Institute is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers:

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement CGIAR Research Programs (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;

and

WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID’s funding through Window 3 to the Center;
NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring & Evaluation) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the United States Agency for International Development

[Signature]
Paul Weisenfeld
Assistant to the Administrator to the Bureau for Food Security,
U.S. Agency for International Development

Date 9/30/11

By the International Livestock Research Institute

[Signature]
Bruce Scott
Acting Director General

Date: 9/30/11
Agreement between USAID and the International Center for Research on Agroforestry (ICRAF)
(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

The International Centre for Research in Agroforestry

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and The International Centre for Research in Agroforestry (ICRAF, also known by the brand name, World Agroforestry Centre).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, The International Centre for Research in Agroforestry is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement and CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs;

and
WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID’s funding through Window 3 to the Center;

NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the **United States Agency for International Development**

[Signature]

Paul Weisenfeld  
Assistant to the Administrator to the Bureau for Food Security,  
U.S. Agency for International Development

Date 9/30/11

By the **International Centre for Research in Agroforestry**

[Signature]

Dennis Garrity  
Director General

Date: 22 September 2011
Agreement between USAID and the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)

(for informational purposes only)
Agreement

between

the U.S. Agency for International Development,

and

the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)

Dated September 21, 2011
This Agreement is entered into between the U.S. Agency for International Development (USAID), and International Crops Research Institute for the Semi-Arid Tropics (ICRISAT) (the Center).

WHEREAS, following an internal change process leading to the integrated reform proposal approved at the CGIAR meeting held in Maputo in 2008, the CGIAR began to implement extensive reforms that introduced a new organizational architecture and governance model;

WHEREAS, the Consortium is a contractual joint venture set up among the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research under the Agreement establishing the Consortium of International Agricultural Research Centers signed on April 29, 2010 and governed by the rules of the Constitution annexed to that agreement;

WHEREAS, the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT) is a member of the CGIAR.

WHEREAS, on April 7, 2011, the Funders Forum endorsed the SRF, to be implemented by the Consortium and the Centers;

WHEREAS, on November 2, 2010, the Fund Council approved the Governance Framework (the current version of which is attached as Schedule 2 for informational purposes), setting forth the governance terms for the CGIAR Fund;

WHEREAS, on October 28, 2010, the CGIAR Fund was established;

WHEREAS, on November 2, 2010, the Fund Council adopted the CGIAR Principles, which set forth the principles of the CGIAR (the current version of which is attached as Schedule 3 for informational purposes, subject to amendment from time to time), and the Consortium adopted the CGIAR Principles on December 16, 2010;

WHEREAS, on November 2, 2010, the Fund Council approved the form of the Contribution Agreement, the current version of which is attached as Schedule 4 for informational purposes;

WHEREAS, on April 5, 2010, the Fund Council approved the Joint Agreement entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International), on behalf of the Consortium, and the Fund Council of the CGIAR Fund, represented by the World Bank;

WHEREAS, the Centers implement and CGIAR Research Proposals (CRPs) under the terms of the Joint Agreement providing certain terms and conditions that govern the submission and approval of CRP proposals and the implementation and use of funds in resulting CRPs; and
WHEREAS, USAID and the Center (collectively the Parties) wish to set out in this Agreement certain terms and conditions that will govern USAID's funding through Window 3 to the Center;

NOW THEREFORE, the Parties agree as follows:

1. Notwithstanding the terms of the Contribution Agreement and the Joint Agreement, USAID has specific rights of recourse with respect to Window 3 Funds according to the terms of this Agreement.

2. The Center shall have fiduciary and programmatic responsibility for the use of Window 3 designated to the Center by USAID in the Contribution Agreement. Funds deposited into Window 3 shall consist of funds directed by USAID to the Center, provided such funds are used to implement aspects of the objectives of the newly established CGIAR Fund in support of the SRF, to advance aspects of the CRPs, and provided further that such funds are used in accordance with the Common Operational Framework.

3. The Center shall have responsibility for (i) confirming that Window 3 Funds were used for intended purposes; (ii) implementing, monitoring, supervising, evaluating, and providing quality assurance and performance reporting for activities funded by Window 3 Funds; (iii) providing USAID with financial, progress, results and impact reporting for activities funded by Window 3 Funds as necessary; and (iv) any misuse with respect to Window 3, including the recovery of any Window 3 Funds not used for their intended purposes.

4. USAID and the Centers are subject to the terms under Sections D (Use of Funds), G (Reporting), H (Monitoring) of the Joint Agreement hereby incorporated by reference.

5. USAID and the Centers are similarly subject to the terms of the Common Operational Framework.

6. USAID does not assume liability for any third party claims for damages arising from activities financed by funds allocated through Window 3.

7. This Agreement may be amended only by written, signed agreement between the Parties.

8. Either party may terminate this Agreement in its entirety by giving the other party 90 days written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Center written notice, if the Center substantially fails to comply with any provision of this Agreement or the referenced terms of the Joint Agreement, after efforts have been made by both parties to resolve the issues.
IN WITNESS WHEREOF, USAID and the Center, in each case acting through its duly authorized representative, have caused this Agreement to be signed in their respective names as of the respective dates indicated.

By the United States Agency for International Development

[Signature]
Paul Weisenfeld
Assistant to the Administrator to the Bureau for Food Security,
U.S. Agency for International Development
Date: 9/30/11

By the International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)

[Signature]
William D. Dar
Director General
Date: 22 SEP 2011