Amendment No. 39 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 $949,000.00 (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 $300,000.00 upon effectiveness of this Amendment (“Installment 1”); and

   (ii) US $649,000.00 upon effectiveness of this Amendment (“Installment 2”).

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

5. Upon receipt and identification of any deposits, and subject to the terms of paragraphs A.2.6 and A.4.3 of Annex 2 attached to the Contribution Agreement, the Trustee shall assign the Contribution as follows:
<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount</th>
<th>Window</th>
<th>Designation</th>
<th>CSP</th>
<th>Net Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$300,000.00</td>
<td>3</td>
<td>CIP</td>
<td>$6,000.00</td>
<td>$294,000.00</td>
</tr>
<tr>
<td>2</td>
<td>$649,000.00</td>
<td>3</td>
<td>IITA</td>
<td>$12,980.00</td>
<td>$636,020.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$949,000.00</td>
<td></td>
<td></td>
<td>$18,980.00</td>
<td>$930,020.00</td>
</tr>
</tbody>
</table>

6. (a) The Fund Donor has entered into the International Potato Center Grant Agreement OPP1004965, as amended, attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to CIP, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

   (b) The Fund Donor has entered into the International Institute of Tropical Agriculture Grant Agreement OPP1127303, 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.

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

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

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

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

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

10. This Amendment may be executed in separate counterparts and by each of the Parties separately on a separate counterpart, and each such counterpart, when so executed, shall be an original. Such counterparts shall together constitute one and the same instrument.
11. IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment to be signed in their respective names. This Amendment shall become effective as of the date of the last signature.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the CGIAR Fund

[Signature]
Jaehyang So, Director,
Trust Funds and Partnerships
Development Finance
Date: 4/10/2015

BILL & MELINDA GATES FOUNDATION

[Signature]
Saki Kato, Senior Coordinator, Grants and Contracts Management
Bill & Melinda Gates Foundation
Date: 4/16/2015

Annex 1 CIP Grant Agreement Amendment no 3 OPP1004965— for informational purposes only
Annex 2 IITA Grant Agreement OPP1127303 – for informational purposes only
Dear Dr. Wells:

The Bill & Melinda Gates Foundation (the “Foundation”) and International Potato Center (the "CIP") entered into a grant agreement with a Start Date of May 20, 2011 regarding a grant to advocate for the increased production and utilization of orange-fleshed sweet potato to combat Vitamin A deficiency in sub-Saharan Africa. This agreement was amended on August 19, 2014 and February 5, 2015 (as so amended, the “Grant Agreement”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Grant Agreement.

On March 25, 2015 CIP submitted a proposal and budget to the Foundation (collectively, the "Supplement Proposal") for additional funding in the amount of $300,000.00 (the "Supplement") to further the charitable purpose of the original Project.

The Foundation has approved your request for the Supplement, which increases the total award to $1,799,991.00. Accordingly, the Grant Agreement is hereby amended as follows:

1. **Use of Supplement Funds.** CIP agrees to use the Supplement solely for the purposes of, and in the manner described in, the Supplement Proposal.

2. **Payments and Reports.** The Foundation will disburse the Supplement to CIP according to the schedule below upon receipt of this countersigned amendment. All remaining reports required by the Grant Agreement shall include information on both the original award and the Supplement and shall be submitted in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Milestone or Deliverable</th>
<th>Due by</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2011</td>
<td>$1,776,088.00</td>
<td>Paid</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>October 4, 2012</td>
<td>$2,156,840.00</td>
<td>Paid</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>August 29, 2013</td>
<td>$2,567,063.00</td>
<td>Paid</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>Within 15 days of receipt of countersigned Amendment</td>
<td>$300,000.00</td>
<td>Countersigned Amendment 3</td>
<td>-----</td>
<td>-----</td>
</tr>
</tbody>
</table>
3. **Grant Period.** The Grant Period shall be May 20, 2011 to August 31, 2015.

**Anti-Bribery.** Grantee shall not offer or provide money, gifts or any other thing of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information in compliance with anti-bribery laws are available here: [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

**Effect of Amendment.** Except as modified by this Amendment, all other terms and conditions of the Grant Agreement remain in full force and effect.

This Amendment may be executed in counterparts which, when taken together, will constitute one Amendment. Copies of this Amendment will be equally binding as originals and faxed or scanned and e-mailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you to deliver original signed documents.

Please sign and return this Grant Amendment to Mary Heinlein, Grants Coordinator at Mary.Heinlein@gatesfoundation.org. Please keep a copy for your records.

If you have questions, please contact Carla Cassinelli at Carla.Cassinelli@gatesfoundation.org or +1 (206) 709-3551.

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

Sincerely,

Tony Cavalieri
Interim Deputy Director, Crops
Agriculture Development
Global Development

International Potato Center, by its authorized representative, agrees to the terms and conditions of this Amendment.

Barbara Wells
Director General

APRIL 9, 2015
GRANT AGREEMENT
Investment ID OPP1127303

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION
Name: International Institute of Tropical Agriculture
Tax Status: Public Charity pursuant to U.S. IRC § 509(a)(1)
You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address: Plot No. 25, Mikocheni
Light Industrial Area
Mwenge-Coca Cola Road
Dar es Salaam, 34441
United Republic of Tanzania
Primary Contact: Victor Manyong, Director for Eastern Africa, v.manyong@cgiar.org

FOUNDATION INFORMATION
Mailing Address: P.O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact: Jared Jones, Program Officer, Strategy Group, Jared.Jones@gatesfoundation.org

AGREEMENT INFORMATION
Title: Cassava Monitoring Survey for Nigeria (CMS)
"Charitable Purpose": To estimate the rates of adoption of improved cassava cultivars in Nigeria to help understand the drivers of adoption
"Start Date": Date of last signature
"End Date": July 31, 2016
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 (submitted March 17, 2015)
- Results Framework and Tracker (submitted February 14, 2015)
- Budget (submitted March 17, 2015)

THIS AGREEMENT is between International Institute of Tropical Agriculture ("IITA," "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
Tony Cavalier
Interim Deputy Director, Crops
April 9, 2015
Date

INTERNATIONAL INSTITUTE OF TROPICAL AGRICULTURE
Victor Manyong
Director for Eastern Africa
April 10, 2015
Date
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 (U.S.$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>----</td>
<td>Countersigned Agreement</td>
<td>------</td>
<td>Within 21 days following receipt of Agreement</td>
<td>$649,000.00</td>
</tr>
<tr>
<td>Start Date through October 31, 2015</td>
<td>Progress Report</td>
<td>November 30, 2015</td>
<td>January 2016</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Start Date through July 31, 2016</td>
<td>Final Progress Report</td>
<td>October 31, 2016</td>
<td>------</td>
<td>------</td>
</tr>
</tbody>
</table>

Total Grant Amount $799,000.00
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.

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. 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, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

**PUBLICATION IN PEER-REVIEWED JOURNALS**

If You seek publication of Funded Developments in a peer-reviewed journal, such publication shall be under “open access” terms and conditions consistent with the Foundation's Open Access Policy available at: [www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy](http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy), which may be modified from time to time.

**SUBGRANTS AND SUBCONTRACTS**

**SUBGRANTS AND SUBCONTRACTS**

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

**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 persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, Russia and Ukraine), 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](http://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: granteecomms@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](http://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.

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.

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.