Amendment No. 3 to the Contribution Agreement
Between the Swiss Confederation, Represented by the Federal Department of Foreign Affairs, Acting through the Swiss Agency for Development and Cooperation (SDC) and the Trustee for the CGIAR Fund (MTO 069018)

WHEREAS, a Contribution Agreement dated September 13, 2011 was entered into by the International Bank for Reconstruction and Development (the “Bank”) and the Swiss Confederation, represented by the Federal Department of Foreign Affairs, acting through the Swiss Agency for Development and Cooperation (SDC) (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 CHF 16,800,000.00 (sixteen million eight hundred thousand Swiss francs) (the “Supplemental Contribution,” which is understood to be a “Contribution” as defined in the Glossary) 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, provided the fund allocation assigned to the Fund Donor by the Swiss Parliament remains unchanged for the period covered by this agreement:

   (i) CHF 16,800,000.00 (sixteen million eight hundred thousand Swiss francs) upon effectiveness of this Amendment (“Installment 1”);

4. If the fund allocation assigned to the Fund Donor by the Swiss Parliament should be curtailed during the period covered by this agreement to an extent that the Fund Donor is unable to meet its contractual obligations, the Fund Donor reserves the right to reduce its Contribution accordingly in respect of amounts the Fund Donor has not already paid.

5. 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.
6. a) 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 (CHF)</th>
<th>Window</th>
<th>Designation</th>
<th>CSP (CHF)</th>
<th>Net Allocation (CHF)</th>
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<tbody>
<tr>
<td>1</td>
<td>6,800,000.00</td>
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<td>N/A</td>
<td>N/A</td>
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<td>1</td>
<td>1,500,000.00</td>
<td>2</td>
<td>Genebank</td>
<td>30,000.00</td>
<td>1,470,000.00</td>
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<tr>
<td>1</td>
<td>500,000.00</td>
<td>2</td>
<td>CRP 1.1</td>
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<td>490,000.00</td>
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<tr>
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<td>2</td>
<td>CRP 1.2</td>
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<td>1,960,000.00</td>
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<td>500,000.00</td>
<td>2</td>
<td>CRP 1.3</td>
<td>10,000.00</td>
<td>490,000.00</td>
</tr>
<tr>
<td>1</td>
<td>1,000,000.00</td>
<td>2</td>
<td>CRP 2</td>
<td>20,000.00</td>
<td>980,000.00</td>
</tr>
<tr>
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<td>1,500,000.00</td>
<td>2</td>
<td>CRP 3.4</td>
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<tr>
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<td>2</td>
<td>CRP 4</td>
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<td>980,000.00</td>
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<td>2</td>
<td>CRP 5</td>
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<td>980,000.00</td>
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<tr>
<td>1</td>
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<td>2</td>
<td>CRP 7</td>
<td>20,000.00</td>
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<td></td>
<td></td>
<td>200,000.00</td>
<td>16,600,000.00</td>
</tr>
</tbody>
</table>

b) In respect of amounts the Fund Donor has not already paid, the above schedule may be adjusted at any time by the Fund Donor through a communication in writing by the Fund Donor Contact in the event that the Fund Donor believes that the speed of implementation of activities financed by the CGIAR Fund makes it necessary to either advance or delay payments.

7. In recognition of the Fund Donor’s statutory requirement, in the event of a breach by the Fund Donor or the Trustee of the provisions of paragraph A.8.1 of Annex 2 relating to illegal or corrupt practices in connection with this Contribution Agreement, and subject to receipt of appropriate prior notice from the Fund Donor and reasonable time for administrative matters and calculation of relevant amounts, the Trustee agrees to waive the 180-day prior notice requirement of paragraph A.7.2 of Annex 2 in favor of the Fund Donor and to return the Fund Donor’s pro rata share of amounts relating to such breach that have not yet been allocated or that have been returned to the Trustee.

8. The Fund Donor requests that in the event of any funds from the CGIAR Fund are returned to the Trustee, the Trustee shall return to the Fund Donor its pro rata share of any returned funds, unless otherwise instructed in writing by the Fund Donor Contact.

9. 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 6-602
Washington, DC 20433, U.S.A.
Tel: +1 202 473 7654
For the Fund Donor (the “Fund Donor Contact”):
Mr. Simon Zbinden
Co-Head, Global Programme Food Security
Swiss Agency for Development and Cooperation (SDC)
Freiburgstrasse 130
CH-3003 Berne
Switzerland
Tel: +41 58 480 0775

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

11. 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.

12. 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: July 19, 2016

SWISS AGENCY FOR DEVELOPMENT AND COOPERATION (SDC)

Simon Zbinden
Co-Head, Global Programme Food Security
Date: July 21, 2016