Amendment No. 27 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$999,902.00 (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$999,902.00 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>2</td>
<td>$999,902.00</td>
<td>3</td>
<td>ILRI</td>
<td>$19,998.04</td>
<td>$979,903.96</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$999,902.00</td>
<td></td>
<td></td>
<td>$19,998.04</td>
<td>$979,903.96</td>
</tr>
</tbody>
</table>

6. (a) The Fund Donor has entered into the International Livestock Research Institute (ILRI) Grant Agreement, as amended, OPP1078791 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to ILRI, 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”):
Jeanine Wiese
Officer, 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

Jaehyang So, Director
Trust Funds and Partnerships
Development Finance

Date: 9/18/2014

BILL & MELINDA GATES FOUNDATION

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

Date: September 12, 2014

Annex 1 (ILRI Amended Grant Agreement OPP1078791) – for informational purposes only
THIS AMENDED AND RESTATED GRANT AGREEMENT is by and between the Bill & Melinda Gates Foundation (the "Foundation") and the International Livestock Research Institute (referred to herein as "ILRI" and, together with the Foundation, as the "Parties"). On October 1, 2013, the Foundation entered into a grant agreement with ILRI (the "Grant Agreement") regarding a grant in the amount of $10,999,924.00 to improve vaccines for the control of East Coast fever in cattle in Africa.

ILRI submitted a Supplemental Proposal Narrative and updated Results Framework on December 20, 2013 and an updated budget on July 26, 2014 to the Foundation (collectively, the "Supplement Proposal") for additional funding in the amount of up to $999,902.00 (the "Supplement") to further the charitable purposes of the Project. In accordance with discussions among the Foundation, ILRI and the Department for International Development of the United Kingdom of Great Britain and Northern Ireland ("DFID"), DFID has approved ILRI's request for the Supplement, and has agreed to fund the Supplement in an amount up to $999,902.00. This supplemental funding results in a total cumulative award of up to $11,999,826.00. Accordingly, the Parties have agreed to amend and restate, and thereby replace in their entirety, the terms and conditions of the Grant Agreement as follows (as so amended, the "Amended and Restated Grant Agreement"):  

Grant Period. The period of the grant begins on October 1, 2013 (the "Start Date") and ends on November 30, 2017 (the "Period").

Charitable Purpose of the Grant. The charitable purpose of this grant is to improve vaccines for the control of East Coast fever in cattle in Africa, as described in ILRI's proposal (the "Proposal") and budget (the "Budget") submitted to the Foundation and dated June 25, 2013, and the Supplement Proposal submitted December 20, 2013 (together with the activities described in the Proposal and Budget, the "Project").

DFID Funding. Support for the Project (as defined below) in an amount of up to $999,902.00 (the "DFID Funds"; and together with the Foundation Funds, the "Grant Funds") will be provided by DFID. The Foundation and DFID are each referred to in this Grant Agreement as a "Funder", and collectively as the "Funders". ILRI expressly agrees that the terms and conditions for the support of the Project provided by DFID through the Supplement shall be subject to and governed by the terms and conditions of this Amended and Restated Grant Agreement.

The Foundation as Disbursement Facilitator. Pursuant to the terms of the Memorandum of Understanding entered into between the Foundation and DFID (the "MOU") on February 1, 2013, DFID and the Foundation have agreed, and ILRI hereby acknowledges and agrees, that in connection with DFID’s support of the Project, the Foundation will serve solely in the capacity of DFID’s disbursement facilitator for the benefit of DFID (the "Disbursement Facilitator") in order to facilitate and streamline DFID’s funding of the Project and the oversight of ILRI’s compliance with this Amended and Restated Grant Agreement and the progress of the Project. In this capacity, the Foundation will: (1) disburse DFID Funds to ILRI pursuant to the terms and conditions of this Amended and Restated Grant Agreement and the Supplement Proposal and such modifications to this Amended and Restated Grant Agreement and the
Supplement Proposal as may be approved by DFID from time to time, and any other instructions received from DFID; (2) receive and remit from ILRI any funds due to DFID pursuant to this Amended and Restated Grant Agreement; (3) oversee ILRI's compliance with the terms and conditions contained in this Amended and Restated Grant Agreement; (4) oversee the progress of the Project; (5) receive and manage all necessary approvals requested by ILRI from DFID pursuant to this Grant Agreement; and (6) take such other actions as the Foundation determines are (a) consistent with its role as Disbursement Facilitator and (b) appropriate or necessary to facilitate and streamline DFID's funding of the Supplement and oversee ILRI's compliance with the terms of the Amended and Restated Grant Agreement and the progress of the Project.

All requests, reports and/or information that are to be submitted to DFID under this Amended and Restated Grant Agreement shall be submitted by ILRI to the Foundation, solely in its capacity as Disbursement Facilitator, and the Foundation shall submit such requests, reports and/or information to DFID. The Foundation will communicate DFID's response, if any, to ILRI.

ILRI acknowledges and agrees that any and all actions taken by the Foundation related to or in accordance with the DFID Funds will be taken by the Foundation solely in its capacity as Disbursement Facilitator, and that the DFID Funds will be disbursed by the Foundation to ILRI to fund the obligation(s) of DFID under this Amended and Restated Grant Agreement and the MOU. As such, ILRI acknowledges and agrees that the Foundation will not be liable to ILRI or any other party, either primarily or secondarily, in connection with: (1) the operation, management or oversight of the Project; (2) ILRI's compliance with the terms of this Amended and Restated Grant Agreement; or (3) the use of the DFID Funds. Additionally, the Foundation will not be liable for any actions or failure to act on the part of DFID or for any failure of DFID to provide the DFID Funds, or to satisfy any other commitments required by or related to this Amended and Restated Grant Agreement or the MOU. Nothing in this Amended and Restated Grant Agreement will constitute the naming of the Foundation as an agent or legal representative of DFID for any purpose whatsoever except as specifically and solely to the extent set forth herein. This Amended and Restated Grant Agreement will not be deemed to create any relationship of agency, partnership or joint venture between the Foundation and DFID.

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

**Use of Grant Funds.** Grant Funds may only be used for the Project. Any Grant Funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Funders. Any Budget cost category change of more than 10% over the course of the Grant Period must be approved in writing by the Foundation in advance. Any Supplement Proposal cost category change of more than 10% over the course of the Grant Period must be approved in writing by DFID in advance. ILRI may not use the Grant Funds to reimburse any expenses it chose to incur prior to the Start Date. IBRD shall use an amount equivalent to 2% of the grant funds to reimburse its costs related to the administration of the funds.

**Political Campaign/Lobbying Activity.** Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. There is no agreement, oral or written, permitting the grant funds to be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other grant funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to
comply with lobbying, gift and ethics rules applicable to the Project under local, state, federal or foreign law.

**Investment of Grant Funds.** Grant Funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Funders require ILRI to report the amount of any interest or other income generated by the Grant Funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project. At the end of the Grant Period, any remaining Interest must be applied to other of ILRI's projects that are being funded by a Funder (current or under consideration).

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

**Anti-Corruption and Anti-Bribery.** ILRI 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.

**Subgrants and Subcontracts.** ILRI has the exclusive right to select subgrantees and subcontractors for the Project. The Funders have not earmarked the use of the Grant Funds for any specific subgrantee or subcontractor. ILRI, and not the Funders, is responsible for ensuring that all subgrantees and subcontractors use Grant Funds consistent with this Amended and Restated Grant Agreement, the Proposal and the Supplement Proposal. Neither ILRI nor its subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Funders directly fund the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors ILRI engages to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation ("Foundation") or the Department for International Development of the United Kingdom of Great Britain and Northern Ireland ("DFID"). You may state that the International Livestock Research Institute is the Foundation and DFID's grantee and that you are a subgrantee or subcontractor of the International Livestock Research Institute."

**Payments and Reports.** You have directed that the Funders 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, at such times and in such manner as set forth in the Contribution Agreement. This table shows the deliverables (including reports) and milestones for this grant. Where indicated, each Funder's payments are contingent on satisfaction of the listed deliverable and/or milestone. A Funder may authorize changes to its payment and reporting schedules from time to time where appropriate. The Foundation will confirm any such changes in writing.

<table>
<thead>
<tr>
<th>Payment Amount and Date</th>
<th>Target, Milestone, or Reporting Deliverable</th>
<th>Due by</th>
<th>Investment Period</th>
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<tbody>
<tr>
<td>$3,703,864.00</td>
<td>Paid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 2013</td>
<td></td>
<td></td>
<td></td>
</tr>
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Within 30 days following receipt of countersigned Grant Agreement | Up to $999,902.00 | Countersigned Grant Agreement |  |  \\
| $2,875,126.00 | September 2014 | Progress Report | July 31, 2014 | Start Date through June 30, 2014  \\
| $2,680,329.00 | August 2015 | Global Access & IP Due Diligence Questionnaire | September 30, 2014 |  \\
| $1,740,605.00 | August 2016 | Progress Report and Annual Audited Accounts | July 31, 2015 | July 01, 2014 through June 30, 2015 \\
|  |  | Progress Report and Annual Audited Accounts | July 31, 2016 | July 1, 2015 through June 30, 2016 \\
|  |  | Progress Report and Annual Audited Accounts | July 31, 2017 | July 1, 2016 through June 30, 2017 \\
|  |  | Final Report and Annual Audited Accounts | January 31, 2018 | Entire Grant Period through November 30, 2017  \\
| AWARD TOTAL | Up to $11,999,826.00 |  |  |  \\

Milestones. For a report to be satisfactory, ILRI must demonstrate meaningful progress, as determined by each Funder, against the milestones related to the performance of ILRI as contained in this Amended and Restated Grant Agreement, the Proposal and the Supplement Proposal. Milestones may be added or modified during the Grant Period. The Foundation will confirm any agreed changes to the milestones in writing.

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

Progress Report:

Final Report:

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

Annual Audited Accounts. ILRI is required to submit audited annual accounts ("Annual Audited Accounts") to the Foundation for each annual project cycle within the Grant Period within two months from the end of each annual Project cycle. Such Annual Audited Accounts must: (1) be signed by ILRI's ILRI OPP1078791
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Finance Office (or its equivalent) and be certified by ILRI's auditors external to the Project as being a true reflection of the Project's finances for the relevant period; (2) show DFID's Funds and the Foundation Funds as separate items of income; and (3) bear original signatures.

Communications, Meetings and Visits. ILRI agrees to be in regular communication with the Funders throughout the Grant Period regarding ILRI's progress and to notify the Funders in writing promptly of any major development that is likely to have a material impact on ILRI's ability to achieve the Project objectives. ILRI and relevant Project staff agree to be available for periodic meetings and phone calls with each Funder's staff to discuss the Project and, upon request, to facilitate visits by a Funder to any site where work on the Project is conducted.

Record Maintenance and Inspection. The Funders require that ILRI maintain adequate records for the Project to enable the Funders to easily determine how the Grant Funds were expended. ILRI's books and records must be made available for inspection by a Funder or its designee at reasonable times by prior written notice to permit such Funder to monitor and conduct an evaluation of operations under this grant.

Compliance. If (a) any Funder is not reasonably satisfied with ILRI's progress on the Project; (b) significant leadership or other changes occur that a Funder believes may threaten the Project; or (c) ILRI fails to comply with any term or condition of this Amended and Restated Grant Agreement, the Foundation will notify ILRI of the concerns and provide ILRI with a reasonable period of time to address them. If no resolution satisfactory to a Funder is reached within that time period, such Funder may, at its discretion, terminate its support of the Project and/or grant. If a Funder determines that the cause of its concerns cannot be remedied, such Funder may immediately terminate, suspend, or withhold payment of such Funder's Grant Funds to the grant. On termination, if requested by a Funder, ILRI agrees to promptly return to such Funder any unspent and uncommitted DFID Funds or Foundation Funds, as the case may be (as of the date of termination), previously disbursed to ILRI by such Funder for the Project.

Research and Evaluation. The Funders value research and evaluation of the projects it funds. You agree to inform the Funder of any research or evaluation you conduct or commission regarding the Project and to provide to the Foundation a copy of any report or findings from the research or evaluation. The Funders or their selected evaluation partner will notify you in writing of your inclusion in any research project undertaken by the Funders. If you are selected to participate in Funders-sponsored research or evaluation for the Project, you agree to (a) allow and facilitate the Funder's evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit the Funder's to disseminate the results of the research or evaluation. The Funder's evaluation partner will provide appropriate privacy and other protections to participants.

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

Publications. You will seek prompt publication of any data and results generated from the Project in a peer-reviewed journal, treatise or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed and managed in a manner that best furthers the charitable purpose of this grant. You will also use good faith efforts to ensure that your subcontractors and sub-grantees likewise seek prompt
publication of any data and results generated from the Project. You will cite all actual or pending publications in the next progress or final report that you submit to the Foundation.

**Indemnification.** ILRI agrees to indemnify, defend and hold each Funder harmless from and against any and all liability, loss, and expense (including reasonable attorneys’ fees and expenses) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by ILRI or of any of its officers, agents, employees, subgrantees, contractors or subcontractors with respect to the grant. ILRI agrees that any activities by a Funder in connection of suggested modifications to the Project, will not modify or waive a Funder’s rights under this paragraph. The Funders will not be responsible for the activities of any person or third party engaged by ILRI for the Project pursuant to this Grant Agreement, nor will a Funder be liable for any costs incurred by ILRI in terminating the engagement of any such person.

**Global Access.** You will manage and conduct the Project, and the technologies, products, services, other innovations, information and material arising from the Project, in a manner that ensures “Global Access.” Global Access requires that (a) the knowledge and information gained during the Project be promptly and broadly disseminated and (b) the technologies, products, services and other innovations be made available and accessible at a reasonable cost to people most in need within developing countries. You confirm that you anticipate achieving Global Access through descriptions provided in your Proposal and answers you provide to the Foundation during the course of pre- and post-grant due diligence. The Foundation is making this grant in reliance on these descriptions and answers, and you agree to comply with them. Your Global Access obligations will survive the Grant Period.

You agree that all intellectual property rights in all technologies, products, services, other innovations, information and material (including but not limited to reports, data, designs, processes, whether or not electronically stored) produced by you or your subgrantee(s) and subcontractor(s), researcher(s) and the researcher(s) personnel, and arising from research funded through the Project (collectively, “Project Results”), will be the property of ILRI and subgrantee(s) or subcontractor(s) (collectively “Project Collaborator(s)”). Project Collaborator(s) will grant to each Funder, if requested, a perpetual, world-wide, non-exclusive, irrevocable, royalty-free, fully paid-up, sublicensable license to make, use, sell, reproduce, modify or distribute all such Project Results for the purpose of ensuring that Global Access is achieved. However, if Project Collaborator(s) wish to apply for a patent for a particular application arising out of the Project, they may request that publication of data be withheld until the patent has been applied for. After that time, the data must be made freely available and the above-referenced license rights shall apply thereto. The Funders should be consulted about any request of this kind at an early stage, and any license(s) granted must be managed in a way that is consistent with the requirements of Global Access. Your commitment to Global Access in regard to Project Results will survive the Grant Period and you agree that any subgrant(s) or subcontract(s) related to the Project shall be consistent with this provision.

If no Global Access Milestones are listed in the table above, the following does not apply, however, please be aware that to further define your Global Access commitments, you may be required to complete the following milestones by the due dates listed in the table above (the “Global Access Milestone(s)”):

1. Global Access Strategy (this document was submitted by ILRI to the Foundation on March 4, 2014)
2. Global Access & IP Due Diligence Questionnaire due by September 30, 2014

No material changes will be made to the plans and strategies contained in the Global Access Milestone(s) after it has been approved by the Foundation, without prior written agreement from the Foundation. Your
Global Access obligations regarding Project Results, including those described in the Global Access Milestone(s) will survive the Grant Period.

Coverage for All Sites. You agree that for each venue in which any part of the Project is conducted (either by your organization or a subgrantee or subconactor) all legal and regulatory approvals for the activities being conducted will be obtained in advance of commencing the regulated activity.

Regulated Activities. The coverage requirements set forth in the preceding paragraph include but are not limited to regulations relating to: research involving human subjects; clinical trials, including management of data confidentiality; research involving animals; research using substances or organisms classified as Select Agents by the U.S. Government; research involving recombinant DNA; and/or use of any organism, substance or material considered to be a biohazard, including adherence to all applicable standards for transport of specimens, both locally and internationally, as appropriate. As applicable, regulated activities and their documentation are to be conducted under the applicable international, national, and local standards. Documentation of research results should be consistent with regulations and the need to establish corroborated dates of invention and reduction to practice with respect to inventions where this is relevant.

Institutional Review Board (IRB) and Other Ethical Committee Approval. You agree to obtain the review and approval of all final protocols by the appropriate IRBs and ethical committees prior to initiating any aspect of the project requiring such reviews or approvals. Similar provision applies to Institutional Animal Care and Use Committee approval of studies involving animals, and Institutional Biosafety Committee for biohazards and recombinant DNA. You agree to provide prompt notice to the Foundation if the facts and circumstances change regarding the approval status of the IRBs or ethical committees for any final protocol(s).

Use of Animals in Research. You agree to be responsible for the humane care and treatment of animals in projects supported in part or whole by Foundation funds, and to adhere to the official guidelines for animal research applicable in the country and locality where the trial is being conducted. No grant funds may be expended on studies involving animals until all requisite approvals are in place and notification to that effect has been provided to the Foundation. For purposes of this provision, an "animal" is defined as any live, vertebrate animal used or intended for use in research, research training, experimentation, biological testing or for related purposes. In the case of multi-national collaborations, the standards of each country may be followed, as long as (a) differences do not interfere with the design and analysis of the Project and (b) regulations in your institution and host country do not conflict with the management of the Project.

You agree to take responsibility for compliance of all subgrantees or subcontractors (if any) with the appropriate animal welfare laws, rules and regulations. You must report annually as a part of your progress report that the activities are being conducted in accordance with applicable laws in each respective venue (e.g., U.S. grantees must use the U.S. Public Health Service Standards). Non-U.S. grantees may cite national laws or the CIOMS International Guiding Principles for Biomedical Research Involving Animals (see http://www.cioms.ch/images/stories/CIOMS/guidelines/1985_texts_of_guidelines.htm) if there is no relevant national standard.

Grant Announcements, Public Reports and Use of Funders Name and Logo. Each Funder will include information on this grant in its periodic public reports and may make grant information public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents. If ILRI wishes to issue a press release or announcement regarding the award of this
grant, ILRI must obtain advance approval from each Funder of the press release and the date of release (except as provided below). ILRI also agrees to obtain advance approval from a Funder for any other use of such Funder’s name (except provided below) or logo. Each Funder shall have the right to approve related to the grant. ILRI is authorized to use each Funder’s name (but not logo) in regular reports that describe the nature of ILRI’s grant and research activities, such as reports to its Board of Trustees and Annual Reports. Please contact Grantee.Comms@gatesfoundation.org at least two weeks before any press release, announcement or other publication date. Further information is available at the following link:


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

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

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

Please sign and return this letter to Abby Wu, Grants and Contracts Coordinator at Abby.Wu@gatesfoundation.org. Please keep a copy for your records. If you have questions, please contact Laura Sparks, Grants and Contracts Manager at Laura.Sparks@gatesfoundation.org or phone +01 (206) 770-1675.

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

Sincerely,

Pamela K. Anderson
Director, Agricultural Development
Global Development Program
Bill & Melinda Gates Foundation

Signature on Following Page

ILRI
OPP1078791
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The International Livestock Research Institute (ILRI), by its authorized representative, agrees to the terms and conditions of this Amendment.

James Smith
Director General

Date

9th September 2014