

**OFFICIAL
DOCUMENTS**

TF 069018

Gates Form of Supplemental Contribution (Window 3)

*Amendment No. 22 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 \$6,609,697.00 (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\$1,357,626.00 upon effectiveness of this Amendment ("Installment 1"); and
- (ii) US\$2,526,599.00 upon effectiveness of this Amendment ("Installment 4"); and
- (iii) US \$500,000.00 upon effectiveness of this Amendment ("Installment 1"); and
- (iv) US \$994,893.00 upon effectiveness of this Amendment ("Installment 3"); and
- (v) US \$1,230,579.00 upon effectiveness of this Amendment ("Installment 4").

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:

Installment	Amount	Window	Designation	CSP	Net Allocation
1	\$1,357,626.00	3	CIAT	\$27,152.52	\$1,330,473.48
4	\$2,526,599.00	3	IITA	\$50,531.98	\$2,476,067.02
1	\$500,000.00	3	IFPRI	\$10,000.00	\$490,000.00
3	\$994,893.00	3	IFPRI	\$19,897.86	\$974,995.14
4	\$1,230,579.00	3	IFPRI	\$24,611.58	\$1,205,967.42
TOTAL	\$6,609,697.00			\$132,193.94	\$6,477,503.06

6. (a) The Fund Donor has entered into the Centro Internacional de Agricultura Tropical Grant Agreement (CIAT) OPP1079312 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to CIAT, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

(b) The Fund Donor has entered into the International Institute of Tropical Agriculture (IITA) Grant Agreement (as amended) OPP1003516 attached hereto as Annex 2 with respect to a portion of the Window 3 funds being provided hereunder to IITA, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

(c) The Fund Donor has entered into the International Food Policy Research Institute (IFPRI) Grant Agreement OPP1096643 attached hereto as Annex 3 with respect to a portion of the Window 3 funds being provided hereunder to IFPRI, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

(d) The Fund Donor has entered into the International Food Policy Research Institute (IFPRI) Grant Agreement (as amended) OPP1035486 attached hereto as Annex 4 with respect to a portion of the Window 3 funds being provided hereunder to IFPRI, 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.

(e) The Fund Donor has entered into the International Food Policy Research Institute (IFPRI) Grant Agreement (as amended) OPPGD1451 attached hereto as Annex 5 with respect to a portion of the Window 3 funds being provided hereunder to IFPRI, 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:

BILL & MELINDA
GATES foundation

GRANT AGREEMENT
Investment ID OPP1079312

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION	
Name:	Centro Internacional de Agricultura Tropical
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:	Km 17 Via Palmira AA 67-13 Cali, Valle Colombia
Primary Contact:	Clair Hershey, Leader, Cassava Program, c.hershey@cgiar.org

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Christina Owen, Associate Program Officer, Christina.Owen@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	Renewal OPPGD1483: Double Haploid Breeding for Cassava Enhancement, Phase II
"Charitable Purpose":	To improve the income and food security of cassava farmers and of other stakeholders by developing doubled haploid technology for the production of inbred lines that will be used by cassava breeders to increase rates of genetic gain for traits of importance along the value chain.
"Start Date":	Date of last signature.
"End Date":	April 30, 2017
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 3, 2014) - Results Framework and Tracker (Submitted March 3, 2014) - Budget (Submitted March 3, 2014)

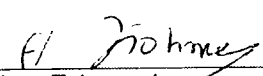
THIS AGREEMENT is between Centro Internacional de Agricultura Tropical ("CIAT" or "You") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

BILL & MELINDA GATES FOUNDATION

Centro Internacional de Agricultura Tropical



Rob Horsch
Deputy Director, Research and Development
Global Development Program



Ruben Echeverria
Director General

April 24, 2014
Date

May 13th, 2014

Date

GRANT AGREEMENT
Investment ID OPP1079312

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You, or designee ("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%.

PAYMENT SCHEDULE

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.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
----	Countersigned Grant Agreement	----	Within 15 days upon receipt of Countersigned Grant Agreement	\$1,357,626.00
Project Start Date to May 31, 2015	Progress Report	June 30, 2015	July 2015	\$870,892.00
April 1, 2015 to May 31, 2016	Progress Report	June 30, 2016	July 2016	\$870,027.00
Project Start Date to April 30, 2017	Final Report	June 30, 2017	----	----
Total Grant Amount				\$3,098,545.00

GRANT AGREEMENT
Investment ID OPP1079312

ATTACHMENT B
TERMS & CONDITIONS

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. The International Bank for Reconstruction and Development (the "IBRD") will administer the grant funds for the Project in accordance with the terms and conditions of a Contribution Agreement to be executed between the Foundation and the IBRD.

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 principle (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project. You acknowledge that the Foundation has not and will not earmark the use of any Grant Funds for a specific subgrantee or subcontractor.

SCHOLARSHIPS AND FELLOWSHIPS

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

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law.

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 disclosures.

PUBLICITY BY YOU

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding the award of this grant; and (b) any other public use of the Foundation's name or mark. For any subsequent press releases or other public announcements directly related to the award of this grant, please email Your request to: Grantee.Comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment.

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.

BILL & MELINDA GATES foundation

1000 Wilson Drive
Washington, DC 20007
Voice: 202-691-6100
Fax: 202-691-6101
www.gatesfoundation.org

December 17, 2013

Ms. Hilde Koper-Limbourg
Head, Project Administration Office
International Institute of Tropical Agriculture
Ibadan, Oyo 200001 Nigeria

Amendment No. 3 for Grant No. OPP1003516 (the "Amendment")
Project: Yam Improvement for Incomes and Food Security in West Africa

Dear Ms. Koper-Limbourg:

The Bill & Melinda Gates Foundation (the "Foundation") and International Institute of Tropical Agriculture entered into a grant agreement with a Start Date of September 14, 2011 regarding a grant to double the productivity of yams in major producing countries – Ghana and Nigeria and thereby stimulate sustainable increase in incomes for smallholder yam producers and contribute to their food security and economic development. This agreement was previously amended on March 1, 2013 and November 4, 2013 (as so amended, the "Grant Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Grant Agreement.

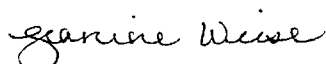
This Amendment notifies you that the payment and reporting schedule for your grant has changed. Your new payment and reporting schedule is as follows for the remainder of the Grant Period:

Payment Date	Payment Amount	Milestone or Deliverable	Due by	Reporting Period
April 2014	\$2,526,599.00	Progress and Financial Report	February 28, 2014	November 1, 2012 to December 31, 2013
-----	-----	Interim Progress Report (Narrative only)	August 31, 2014	January 1, 2014 to June 30, 2014
April 2015	\$2,256,175.00	Progress and Financial Report	February 28, 2015	January 1, 2014 to December 31, 2014
-----	-----	Interim Progress Report (Narrative only)	August 31, 2015	January 1, 2015 to June 30, 2015
April 2016	\$1,558,954.00	Progress and Financial Report	February 28, 2016	January 1, 2015 to December 31, 2015
-----	-----	Final Progress and Financial Report	December 31, 2016	Start Date to August 31, 2016

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

Please contact Jeanine Wiese, Grants Coordinator, if you have any questions. On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,



Jeanine Wiese
Grants Coordinator
Global Grants Management

BILL & MELINDA
GATES foundation

GRANT AGREEMENT
 Investment ID OPP1096643

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION	
Name:	International Food Policy Research Institute
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:	2033 K St. NW Washington, DC, 20006-1002 United States of America
Primary Contact:	Lawrence Haddad, L.Haddad@cgiar.org

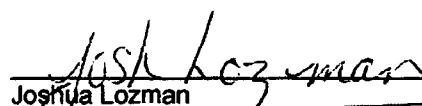
FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Neil Watkins, Senior Program Officer, Global Program Advocacy, Neil.Watkins@gatesfoundation.org

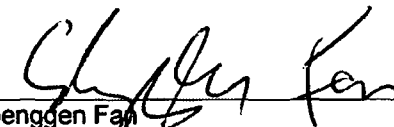
AGREEMENT INFORMATION	
Title:	Global Nutrition Report
"Charitable Purpose":	to support the development of a new Global Nutrition Report, which is the primary means through which follow up and accountability to the Nutrition for Growth Summit will be tracked.
"Start Date":	Date of last signature.
"End Date":	February 28, 2015
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 (dated March 27, 2014) - Results Framework and Tracker (submitted April 1, 2014) - Budget (submitted April 16, 2014)

THIS AGREEMENT is between International Food Policy Research Institute ("IFPRI" or "You") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

BILL & MELINDA GATES FOUNDATION

International Food Policy Research Institute


 Joshua Lozman
 Deputy Director, Global Program Advocacy


 Shenggen Fan
 Director General

May 5, 2014

MAY 22, 2014

Date

Date

GRANT AGREEMENT
Investment ID OPP1096643

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You, or designee ("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.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
			Within 15 days upon receipt of Counter-signed Grant Agreement	\$500,000.00
For Entire Grant Period	Final Report	April 30, 2015		
Total Grant Amount				\$500,000.00

GRANT AGREEMENT
Investment ID OPP1096643

ATTACHMENT B
TERMS & CONDITIONS

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. The International Bank for Reconstruction and Development (the "IBRD") will administer the grant funds for the Project in accordance with the terms and conditions of a Contribution Agreement to be executed between the Foundation and the IBRD.

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. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project. You acknowledge that the Foundation has not and will not earmark the use of any Grant Funds for a specific subgrantee or subcontractor.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

PUBLICITY

PUBLICITY BY THE FOUNDATION

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

PUBLICITY BY YOU

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding the award of this grant; and (b) any other public use of the Foundation's name or mark. For any subsequent press releases or other public announcements directly related to the award of this grant, please email Your request to: Grantee.Comms@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment.

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.

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.

BILL & MELINDA
GATES foundation

1003 ...
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V ...
F ...
www.gatesfoundation.org

October 10, 2012

Dr. Shenggen Fan
Director General
International Food Policy Research Institute
2033 K St. NW
Washington, District of Columbia 20006

Amendment No. 1 for Grant No. OPP1035486 (the "Amendment")

Project: Ethiopia -Technical Research Support to the Ethiopian Agricultural Transformation Agency

Dear Dr. Fan:

The Bill & Melinda Gates Foundation (the "Foundation") and International Food Policy Research Institute ("IFPRI") entered into a grant agreement with a Start Date of November 2, 2011 regarding a grant in the amount of \$4,700,698.00 to contribute to the Ethiopian Agricultural Transformation Agency by supporting program delivery which aims to accelerate Ethiopia's agricultural development, grow the economy, and improve the livelihood of smallholder farmers (the "Grant Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Grant Agreement.

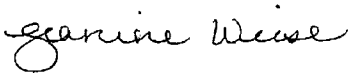
This Amendment notifies you that the reporting schedule for your grant has changed. Your payment and reporting schedule is as follows for the remainder of the Grant Period:

Payment Date	Payment Amount	Milestone or Deliverable	Due by	Reporting Period
April 2013	\$865,550.00	Joint Annual Workplan with ATA	March 31, 2012	
		Progress Report	January 31, 2013	Project Start Date to May 31, 2012
April 2014	\$994,893.00	Joint Annual Workplan with ATA	March 31, 2013	
		Progress Report	January 31, 2014	June 1, 2012 to May 31, 2013
April 2015	\$1,022,175.00	Joint Annual Workplan with ATA	March 31, 2014	
		Progress Report	January 31, 2015	June 1, 2013 to May 31, 2014
April 2016	\$347,293.00	Joint Annual workplan with ATA	March 31, 2015	
		Progress Report	January 31, 2016	June 1, 2014 to May 31, 2015
-----	-----	Final Report	February 28, 2017	Start Date to November 30, 2016

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

On behalf of the Foundation, may I extend every good wish for the success of your work. Please contact me if you have any questions regarding this amendment.

Sincerely,

A handwritten signature in cursive script that reads "Jeanine Wiese".

Jeanine Wiese
Grants Coordinator
Global Grants Management

BILL & MELINDA
GATES foundation

Bill & Melinda Gates Foundation
V
F
www.gatesfoundation.org

February 28, 2013

Dr. Shenggen Fan
Director General
International Food Policy Research Institute
2033 K St. NW
Washington, DC 20006

Amendment No. 2 for Grant No. OPPGD1451 (the "Amendment")

Dear Dr. Fan:

The Bill & Melinda Gates Foundation (the "Foundation") and International Food Policy Research Institute (the "IFPRI") entered into a grant agreement with a Start Date of November 11, 2011 regarding a grant to collect, analyze, and disseminate data on investments and capacity in agricultural R&D at national, regional, and global levels, while advocating for increased public investment in agricultural research. This agreement was amended on October 19, 2012¹ (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 February 4, 2013, IFPRI submitted a proposal and budget to the Foundation (collectively, the "Supplement Proposal") for additional funding in the amount of \$165,740.00 (the "Supplement") to develop and expand ASTI's outreach and policy influence through appropriate communications products and tools.

The Foundation has approved your request for the Supplement, which increases the total award to \$4,039,017.00. Accordingly, the Grant Agreement is hereby amended as follows:

1. **Use of Supplement Funds.** IFPRI 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 IFPRI 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:

Payment Date	Payment Amount	Milestone or Deliverable	Due by	Reporting Period
PAID	\$1,338,812.00	Countersigned Grant Agreement	RECEIVED	
Within 15 days following receipt of countersigned Amendment	\$165,740.00	Countersigned Amendment		

¹ To revise the payment and reporting schedule

Payment Date	Payment Amount	Milestone or Deliverable	Due by	Reporting Period
March 2013	\$1,303,886.00	Progress Report	RECEIVED	Start Date through December 31, 2013
March 2014	\$1,230,579.00	Progress Report	February 1, 2014	January 1, 2013 through December 31, 2013
		Final Report	March 1, 2015	Start Date through December 31, 2014
AWARD TOTAL	\$4,039,017.00			

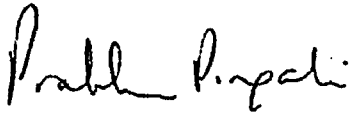
Effect of Amendment. Except as modified by this Amendment, all other terms and conditions of the Grant Agreement remain in full force and effect.

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 emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you to deliver original signed documents.

Please sign and return this letter to Jeanine Wiese, Grants Coordinator at Jeanine.Wiese@gatesfoundation.org. Please keep a copy for your records. If you have any questions, please contact your Grants Manager, Alyson Lara at Alyson.Lara@gatesfoundation.org or (206) 709-3578.

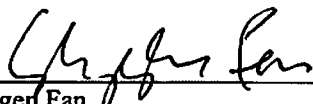
On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,

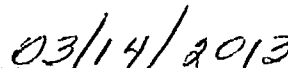


Prabhu Pingali
Deputy Director, Agricultural Development
Global Development Program
Bill & Melinda Gates Foundation

International Food Policy Research Institute, by its authorized representative, agrees to the terms and conditions of this Amendment.



Shenggen Fan
Director General



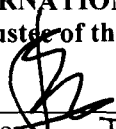
Date

For the Trustee (the "Trustee Contact"):
Director
Multilateral Trusteeship and Innovative Financing
The World Bank
1818 H Street, NW
Washington, DC 20433, U.S.A.
Tel: + 1 202 458 0019
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.

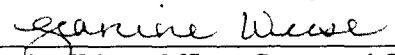
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the CGIAR Fund**



Director, Jaehyang So
Multilateral Trusteeship and Innovative Financing
Concessional Finance and Global Partnerships

Date: June 3, 2014

BILL & MELINDA GATES FOUNDATION



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

Date: May 27, 2014

Annex 1 (CIAT Grant Agreement OPP1079312) – for informational purposes only
Annex 2 (IITA Grant Amendment 3 OPP1003516) – for informational purposes only
Annex 3 (IFPRI Grant Agreement OPP1096643) – for informational purposes only
Annex 4 (IFPRI Grant Amendment 1 OPP1035486) – for informational purposes only
Annex 5 (IFPRI Grant Amendment 2 OPPGD1451) – for informational purposes only