

**OFFICIAL
DOCUMENTS**

TF069018

of Supplemental Contribution (Window 3)

*Amendment No. 19 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\$4,515,236.00 (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\$4,361,078 upon effectiveness of this Amendment ("Installment 2"); and
 - (ii) US\$154,158 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:

Installment	Amount	Window	Designation	CSP	Net Allocation
2	\$4,361,078.00	3	IRRI	\$87,221.56	\$4,273,856.44
2	\$154,158.00	3	ILRI	\$3,083.16	\$151,074.84
TOTAL	\$4,515,236.00			\$90,304.72	\$4,424,931.28

6. (a) The Fund Donor has entered into the International Rice Research Institute Grant Agreement OPPGD1397 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to IRRI, 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 Livestock Research Institute Grant Agreement OPP1057798 attached hereto as Annex 2 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
 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
 Grants Coordinator
 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.

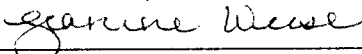
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the CGIAR Fund



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

Date: APRIL 8, 2014

BILL & MELINDA GATES FOUNDATION



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

Date: March 28, 2014

NOT
ATTACHED

Annex 1 IRRI Grant Amendment 2 OPPGD1394) – for informational purposes only
Annex 2 IRLI Grant Agreement OPP1057798) – for informational purposes only