

***Amendment No. 126 to the Contribution Agreement  
Between the Bill & Melinda Gates Foundation and the International Bank for  
Reconstruction and Development as Trustee of the CGIAR Trust Fund  
(MTO No. 069033)***

**WHEREAS,**

(A) The Bill & Melinda Gates Foundation (the “Funder”) and the International Bank for Reconstruction and Development (the “World Bank”), as trustee of the CGIAR Trust Fund (MTO No. 069033) (the “Trust Fund”) (the “Trustee”, and together with the Funder, the “Parties” and each a “Party”) entered into a Contribution Agreement effective as of June 9, 2017, as may have been amended from time to time (the “Contribution Agreement”); and

(B) The Funder wishes to make a supplemental contribution to the Trust Fund.

**NOW THEREFORE,** the Parties hereto agree to amend the Contribution Agreement as follows:

1. In reference to the Contribution Agreement, the Trustee acknowledges that the Funder agrees to provide a supplemental contribution in the sum of nine million nine hundred ninety-nine thousand five hundred thirty-nine United States Dollars (USD 9,999,539.00) (the “Supplemental Contribution” or “Contribution”) for the Trust Fund in accordance with this Amendment (the “Amendment”).

2. The Trustee shall administer the Supplemental Contribution as set out in the Contribution Agreement.

3. The Funder shall make payments of the Supplemental Contribution as follows:

3.1. Contribution Currency: United States Dollars (USD)

3.2. Payment Method: (a) Deposit in cash through a bank transfer, into such bank account designated by the Trustee (each amount deposited hereinafter referred to as an “Installment”) upon submission of a payment request by the Trustee for each Installment.

(b) When making any deposit of cash, the Funder will instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the payment is made by the Funder for the CGIAR Trust Fund (MTO No. 069033), and the date of the deposit (the “Deposit Instructions”). In addition, the Funder shall provide a copy of the Deposit Instructions to the Bank’s Accounting Trust Funds Division by e-mail sent to [tfremiadvice@worldbank.org](mailto:tfremiadvice@worldbank.org) or by fax sent to (202) 614-1315.

3.3. Payment Schedule:

| Installment | Amount (USD) | Payment Date  |
|-------------|--------------|---|
| 1           | 3,711,510.00 | Upon full signature of this Amendment   |
| 2           | 3,081,791.00 | By December 31, 2023, or such other date notified to the Trustee in writing by the Funder, and subject to Trustee’s |

|   |              |  |
|---|--------------|--|
|   |              | receipt of a written notice from the Funder for release of payment   |
| 3 | 2,799,368.00 | By June 30, 2024, or such other date notified to the Trustee in writing by the Funder, and subject to Trustee's receipt of a written notice from the Funder for release of payment |
| 4 | 406,870.00   | By June 30, 2024, or such other date notified to the Trustee in writing by the Funder, and subject to Trustee's receipt of a written notice from the Funder for release of payment |

3.4. Window Designation and Cost Sharing Portion:

| Installment | Amount (USD) | Window | Designation | Cost Sharing Portion (USD) | Net Allocation Amount (i.e., Amount less Cost Sharing Portion) (USD) |
|-------------|--------------|--------|-------------|----------------------------|--|
| 1           | 3,711,510.00 | 3      | CIMMYT      | 74,230.20                  | 3,637,279.80   |
| 2           | 3,081,791.00 | 3      | CIMMYT      | 61,635.82                  | 3,020,155.18   |
| 3           | 2,799,368.00 | 3      | CIMMYT      | 55,987.36                  | 2,743,380.64   |
| 4           | 406,870.00   | 3      | CIMMYT      | 8,137.40                   | 398,732.60   |
| TOTAL       | 9,999,539.00 |        |             | 199,990.78                 | 9,799,548.22   |

3.5. Additional Provisions for Payments:

Notwithstanding paragraph 3.3 (Payment Schedule) above, upon notice by the Funder in writing to the System Organization, with a copy to the Trustee, of its decision to withhold its payment following an event of suspension of Funder's payment pursuant to the terms of the Funding Agreement between the Funder and the System Organization, the Funder may withhold all or any portion of Supplemental Contribution payment that has not been made to the Trustee, until such time that the Funder notifies the System Organization in writing, with a copy to the Trustee, to resume any such payments.

4. With respect to contributions to Window 3, if any, by designating a Center under paragraph 3.4 above, the Funder shall be deemed to have requested and authorized the Trustee to transfer to the designated Center the Net Allocation Amount specified for it under the said paragraph. The Trustee may make such transfer, promptly after the receipt by the Trustee of the Supplemental Contribution funds (and upon conversion to the Holding Currency, if applicable), to a bank account notified by the concerned Center in its standing instruction letter provided to the Trustee, without any further instructions from the Funder, Center, System Organization or any other entity. This paragraph 4 shall be applicable only if any portion of the Contribution is provided to the Window 3.

5. The Funder has entered into the Window 3 Side Agreement (INV-029117) with the Centro Internacional de Mejoramiento de Maiz y Trigo (CIMMYT) in relation to the Window 3 funds being provided hereunder to the Centro Internacional de Mejoramiento de Maiz y Trigo (CIMMYT). For the avoidance of doubt, the Trustee is responsible neither for the contents of the Window 3 Side Agreement nor for ensuring that such funds will be used for the purposes and in accordance with the terms specified therein.

6. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Contribution Agreement, including this Amendment, shall be in writing and delivered by mail, fax or e-mail to the respective Party's address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Trustee (the "Trustee Contact"):

Director  
Trust Funds and Partner Relations  
Development Finance  
The World Bank  
1818 H Street, NW  
MSN G6-602  
Washington, DC 20433, U.S.A.  
Tel: + 1 (202) 473-7414  
E-mail: mtotrustee@worldbank.org


For the Funder (the "Funder Contact"):

Rose Sherrard  
Senior Specialist  
Grants and Contracts Services  
Bill & Melinda Gates Foundation  
1432 Elliott Avenue West  
Seattle, WA 98119, U.S.A.  
Tel: + 1 206 770 2267  
Fax: + 1 206 494 7111  
Email: rose.sherrard@gatesfoundation.org


7. The Trustee shall disclose this Amendment and related information on this Trust Fund in accordance with the World Bank's Policy on Access to Information. By entering into this Amendment, the Funder consents to such disclosure of this Amendment and such related information.
8. All other terms of the Contribution Agreement shall remain the same.
9. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Parties are requested to sign and date this Amendment, and upon possession by the Trustee of this fully signed Amendment, this Amendment shall become effective as of the date of the last signature.

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

**BILL & MELINDA GATES FOUNDATION**

By:   
Dirk Reinermann, Director  
Trust Funds and Partner Relations

Date: 28-Sep-2021

By:   
Rose Sherrard, Senior Specialist  
Grants and Contracts Services

Date: 29-Sep-2021