



AfricaRice

OFFICIAL DOCUMENTS

N/Ref. DGO/HRM/ck-abt/115/2017

June 8, 2017

Ms. Jaehyang So
 Director
 Trust Funds and Partnerships
 Development Finance
 The World Bank
 1818 H Street, N.W.
 MSN G 6-602
 Washington, DC 20433, U.S.A

RE: Letter Agreement between Africa Rice Center (AfricaRice) and International Bank for Reconstruction and Development as trustee of the CGIAR Trust Fund (MTO No. 069033) regarding transfer of funds from Window 3

Dear Ms. So:

WHEREAS,

(A) The International Bank for Reconstruction and Development, as trustee of the CGIAR Trust Fund (MTO No. 069033) (the “Trust Fund”) (the “Trustee”) and the CGIAR System Organization (the “System Organization”) entered into the Agreement on the Terms and Conditions for the Administration of the CGIAR Trust Fund, dated March 8, 2017, as may be amended from time to time in accordance with its provisions (the “CGIAR Trustee Agreement”);

(B) The Trustee may, from time to time, enter into contribution agreements with Funders (each, a “Contribution Agreement”) for Funders’ Contributions to the Trust Fund, including with respect to Window 3 funds (the “Window 3 Funds”);

(C) Africa Rice Center (AfricaRice) (the “Center”) (together with the Trustee, the “Parties”, and each a “Party” to this Letter Agreement) and the System Organization entered into the Financial Framework Agreement, dated _____, as may be amended from time to time in accordance with its provisions (the “Financial Framework Agreement”), which sets out the terms and conditions governing the use and administration of the funding from the Trust Fund transferred to the Center for implementation of CGIAR Research (as such term is defined therein);

(D) The Center may, from time to time, enter into side agreements with Funders for Window 3 Funds (each, a “Window 3 Side Agreement”), which set out the terms and conditions governing the use and administration of Window 3 Funds, as such agreements may be amended from time to time in accordance with their respective provisions; and

(E) The Center wishes to receive Window 3 Funds on the understanding that such funds will be used and administered in accordance with the provisions of the Financial Framework Agreement and any applicable Window 3 Side Agreement.

Africa Rice Center – Centre du riz pour l’Afrique

NOW THEREFORE,

1. The Center hereby agrees that the Trustee may, from time to time, transfer Window 3 Funds to the Center in accordance with the terms of the CGIAR Trustee Agreement and the relevant Contribution Agreement entered into for the Window 3 funding, and following receipt of the relevant funds in the Window 3 of the Trust Fund. Subject to paragraphs 2 and 3 below, the Trustee will make any such transfer without any further instructions from the Center.
2. Prior to making any transfer under paragraph 1 above, the Trustee shall notify the Center by email (with a copy to the relevant Funder and the System Organization) of the coming transfer of Window 3 Funds. Any such notification shall indicate the currency and amount of the funds to be transferred, the name of the relevant Funder and the banking information of the Center, and attach a copy of the relevant Contribution Agreement as appropriate. The Center shall confirm to the Trustee by email the information contained therein.
3. For the purpose of any transfer of Window 3 Funds to the Center, the Trustee shall, following receipt of the confirmation by the Center referred to in paragraph 2 above, deposit the relevant amount to the bank account specified in the Attachment to this Letter Agreement (or such other account notified in writing by the Center and confirmed in writing by the Trustee).
4. Except as otherwise specified in this Letter Agreement, any notice, request or other communication to be given or made under this Letter Agreement shall be in writing and delivered by mail, fax or e-mail to the respective Party's address specified below or to such other address as such Party notifies in writing to the other Party from time to time.

For the Center:

Dr. Harold Roy-Macauley
Director General
Africa Rice Center (AfricaRice)
01 B.P.4029
Abidjan
Cote d'Ivoire
Email: H.Roy-Macauley@cgiar.org

For the Trustee:

Director
Trust Funds and Partnerships
Development Finance
The World Bank
1818 H Street, N.W.
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E-mail: mtotrustee@worldbank.org

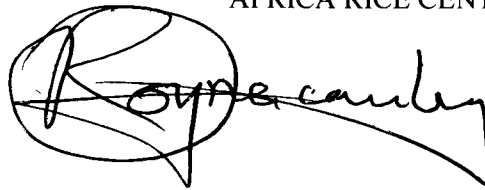
5. The Parties agree that this Letter Agreement, except its Attachment, will be made publicly available and that related information to this Letter Agreement in a Party's possession may be publicly disclosed in accordance with such Party's respective policies and procedures with respect to any such information in its possession. Notwithstanding the foregoing, neither Party shall publicly disclose information in their respective possession related to this Letter Agreement that has been indicated or marked in writing by either Party as confidential, including the Attachment to this Letter Agreement, unless prior written consent has been obtained from the Party providing the information.



6. Capitalized terms not otherwise defined herein will have the meaning given to them in the CGIAR Trustee Agreement.
7. This Letter Agreement may be amended only by written amendment between the Trustee and the Center.
8. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Letter Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Letter Agreement, and upon possession by the Trustee of this fully signed Letter Agreement, this Letter Agreement shall become effective as of the date of the countersignature.

Sincerely,

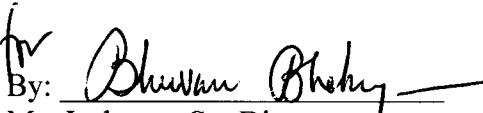
AFRICA RICE CENTER



Dr. Harold Roy-Macauley
Director General

AGREED:

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

By: 
Ms. Jaehyang So, Director
Trust Funds and Partnerships

Date: August 16, 2017

