

## **Constitution of the**

### **Consortium of International Agricultural Research Centers**

#### **Article 1. Legal Status**

- (1) The Consortium of International Agricultural Research Centers is hereby established as an independent international organization under international law, with full international legal personality, enjoying such legal capacity as may be necessary for the exercise of its functions and powers, and the fulfillment of its purposes, including in particular and without prejudice to the generality of the forgoing, the legal capacity –
  - (a) to enter into treaties, agreements and contracts;
  - (b) to acquire and dispose of movable and immovable property; and
  - (c) to institute and respond to legal proceedings.
- (2) The Consortium shall be the successor in title of the Consortium of Agricultural Research Centers established as a contractual joint venture by the Agreement Establishing the Consortium, which entered into force on April 29, 2010.

#### **Article 2. Definitions**

In this Constitution, unless the context otherwise requires:

“Alignment”, in relation to the Strategy and Results Framework, means under, consistent with, or in any case supportive of the objectives of, the Strategy and Results Framework;

“Alliance of CGIAR-supported Centers” means the coalition of the 15 International Agricultural Research Centers supported by the Consultative Group on International Agricultural Research, as it existed prior to the establishment of the Consortium under this Agreement;

“Board” means the Board of the Consortium;

“Board of Trustees” means a Board of Trustees of a Member Center, whose powers and authorities are set out in the Constitution of the Member Center concerned;

“CEO” or “Chief Executive Officer” means the Chief Executive Officer of the Consortium;

“CGIAR” means the Consultative Group on International Agricultural Research, as modified under the CGIAR change process;

“CGIAR system” means the global network of donors, other stakeholders, and international agricultural research Centers of the CGIAR, including all governing and advisory bodies;

“CGIAR Fund” or “Fund” means the multi-donor fund that serves as a strategic financing facility for the Consortium financing needs;

“Chair” means the Chair of the Consortium Board;

“Consortium” means the Consortium of International Agricultural Research Centers established under Article 1 of this Constitution;

“CGIAR Research Programs” means research or other programs for coordinated implementation of the Strategy and Results Framework;

“Fund Council” means the decision-making body for the CGIAR Fund acting on behalf of the Fund donors;

“Funders’ Forum” means the broader gathering of CGIAR donors which approves the Strategy and Results Framework;

“Fund Office” means the support unit of the Fund Council, the Funders Forum and their Chairs.

“Member Centers” means the Member Centers of the Consortium;

“Nominations Committee” means the Consortium Board Committee charged and empowered by the Consortium Board to advise it on the nomination of Board member candidates;

“Partners” means Parties outside of the Consortium, Member Centers, Fund, donors, Trustee, and their affiliates, with which the Consortium and Member Centers will cooperate to further their collective purposes;

“Performance Agreements” means binding agreements relating to CGIAR Research Programs entered into between the Consortium and the Fund Council, between the Consortium and Member Centers leading CGIAR Research Programs (“Lead Member Centers”), and between Lead Member Centers and other participating Member Centers and Partners that define mutual obligations, expectations and terms;

“Search and Selection Committee” means the search and selection committee supporting the Alliance as it existed prior to the establishment of the Consortium under this Agreement;

“Strategy and Results Framework” means the CGIAR Strategy and the framework to translate it into measurable developmental impact targets;

“Trustee” means the World Bank acting as trustee for the purpose of maintaining the CGIAR Fund and disbursing funds to the Consortium.

### **Article 3. Membership of the Consortium**

- (1) Member Centers are legally independent bodies whose relationship with the Consortium entails the rights and responsibilities described in Article 15.
- (2) The initial Members Centers shall be those CGIAR-supported Centers that are Parties to the Agreement Establishing the Consortium which entered into force on April 29, 2010.
- (3) The Member Centers, on the nomination of the Board, may, by a three-quarters majority vote of the Member Centers, admit new Member Centers, provided that
  - (a) they meet the general criteria for admission established by the Board, and
  - (b) each such new Member shall agree formally in writing to be bound by the provisions of this Constitution.
- (4) A Member Center may withdraw from membership by giving at least six months’ formal written notice to that effect to the Chair of the Board.
- (5) Membership of the Consortium may be withdrawn from an existing Member Center by a three-quarters majority vote of the members of the Board in accordance with the provisions of Article 18.
- (6) The Board shall consult the Fund Council before making any nomination under paragraph (3), or taking a decision to withdraw membership under paragraph (5) above.
- (7) Any admission or withdrawal of a Member Center shall be formally notified in writing to the Depositary of the Agreement establishing the Consortium of International Agricultural Centers as an International Organization.

### **Article 4. Purpose of the Consortium**

The purpose of the Consortium shall be to provide leadership to the CGIAR system and coordinate activities among Member Centers and other Partners within the framework of the Strategy and Results Framework and the CGIAR Research Programs, in order to enable them to enhance their individual and collective contribution to the achievement of the CGIAR vision, through such means as:

- (i) Fostering a more conducive international environment for agricultural research for development and increasing CGIAR relevance and effectiveness within the institutional architecture for international development;
- (ii) Enhancing the impact of Member Center research through common strategic objectives, programmatic convergence, concerted action and fostering innovation;
- (iii) Together with the CGIAR Fund Council, expanding the financial resources available to the Member Centers to conduct their work;
- (iv) Managing the allocation of funds to meet priorities identified in the Strategy and Results Framework, and serving as a central point of fiduciary and operational accountability for all funds that pass to the Consortium and/or to the Member Centers from the Fund;
- (v) Improving the cost-efficiency of each Member Center and of the CGIAR system as a whole through the provision of advice, shared functions and research platforms, and other means; and
- (vi) Identifying with the Member Centers and promoting opportunities to achieve gains in relevance, efficiency and effectiveness.

#### **Article 5. Activities of the Consortium**

- (1) The Consortium shall carry out such activities as may be necessary for the fulfillment of the purpose of the Consortium.
- (2) The Consortium shall in particular, without prejudice to the generality of the foregoing –
  - (a) Develop, in cooperation with the Member Centers and with the input of a broad range of donors and partners, a unified CGIAR Strategy and Results Framework for approval by the Funders Forum;
  - (b) Maintain relations with Donors and the CGIAR Fund Council with a view to obtaining funding for CGIAR Research Programs and the institutional structure of the Member Centers;
  - (c) Develop, in cooperation with the Member Centers, approve and manage performance of CGIAR Research Programs;
  - (d) Keep under review the efficiency and optimal organizational structure of the system of Member Centers and decide on appropriate action in accordance with this Constitution;
  - (e) Develop, manage and operate, in cooperation with Member Centers, as appropriate, shared services for Member Centers with a view to increasing operational efficiency;

- (f) Communicate the role of the CGIAR, the Consortium and the Member Centers and carry out advocacy in international fora.
- (3) The income and property of the Consortium shall be applied solely towards the promotion of the purpose of the Consortium, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to any Board member, officer, or other private person, provided that nothing in this sub-paragraph (3) shall prohibit the payment of reasonable compensation to such persons for any services rendered to the Consortium, or to any Board member or officer as a reimbursement of reasonable out-of-pocket expenses incurred in the performance of their duties.

#### **Article 6. Structure and governance**

The organs of the Consortium shall be:

- (a) The Consortium Board;
- (b) The Chief Executive Officer of the Consortium.

#### **Article 7. Membership of the Board**

- (1) The Board shall consist of ten (10) members.
- (2) Subject to paragraph 3, nine (9) members shall be selected and appointed by the Member Centers in accordance with the procedures set out in Exhibit 1 to this Constitution.
- (3) The initial members of the Board shall be selected by a Search and Selection Committee following the process approved by the Alliance of CGIAR-supported Centers.
- (4) The members of the Board appointed by the Member Centers shall be selected on the basis of their individual merit, and shall serve in a personal capacity.
- (5) In selecting and appointing members of the Board, the Member Centers shall take into account the need to ensure a balanced representation of the skills necessary to ensure the success of the Board, including in particular policy, science/research and financial/managerial skills, and the need to ensure a balance of gender and diversity.

- (6) No member of the Board may concurrently be an officer, member of the Board of Trustees or employee of a CGIAR-supported Center, office, or program, or an officer, member of the governing body or employee of any organ of the Fund, or of any donor to the Fund or supporting entity of the Fund.
- (7) At least 4 members at any given time must not have been affiliated with the CGIAR in the 3 years prior to joining the Consortium Board.
- (8) The Chief Executive Officer of the Consortium shall be an *ex officio* member of the Board with full voting rights.
- (9) Subject to paragraph 10, Board members appointed under paragraph (2) above shall be appointed for a term of three years each, and may be reappointed for a further term of three years, provided that no member may serve for more than six years consecutively.
- (10) To ensure continuity of policies and operations, the terms of members of the Board shall be staggered. Members of the initial Board shall be appointed for such terms as shall be determined by Member Centers on the advice of the Search and Selection Committee.
- (11) Board members shall be entitled to receive reasonable compensation for their services in an amount proposed by the Consortium Board and approved by the Member Centers. The initial Board members shall be entitled to receive reasonable compensation in an amount proposed by the Search and Selection Committee and approved by the Member Centers, or prior to the establishment of the Consortium by the Alliance of CGIAR-supported Centers. Additionally, Board members shall receive reimbursement of expenses incurred in the performance of their duties.
- (12) The Board shall adopt procedures to avoid potential conflicts of interest on the part of Board members in dealing with Consortium matters.
- (13) A Board member may resign at any time by giving written notice to the Chair, or by giving oral notice at any meeting of the Board: in the latter case, the oral notice shall be recorded in the minutes of the meeting. Any such resignation shall take effect at the time specified in the notice, or if no time is specified, upon receipt of the notice by the Chair.
- (14) A Board member may be removed on the grounds of gross negligence of duties, fraud or criminal activity by a unanimous vote of the Board, with the

exclusion of the Board member being removed, or by a three-quarters majority vote of the Member Centers.

- (15) The Member Centers shall have the right to appoint one observer to the Board to represent the interests of the Member Centers.
- (16) The Fund Council shall have the right to appoint one observer to the Board to represent the interests of the Fund Council.
- (17) Subject to paragraph 18, observers shall have the right to attend meetings of the Board, to participate in its deliberations, to propose items for the agenda, and to formulate proposals for action, but shall not have the right to vote.
- (18) The Board may hold closed sessions at which observers may be excluded as the Board deems appropriate.

#### **Article 8. Powers and Functions of the Board**

- (1) The Board shall provide policy direction and leadership to the Consortium and shall be responsible for the attainment of its purpose.
- (2) Without prejudice to the generality of the foregoing, the Board shall have the following functions and powers :
  - (a) On **strategy development, resource mobilization and funds allocation**, the Board shall:
    - (i) Oversee the development of, review and endorse the CGIAR Strategy and Results Framework and submit it to the Funders Forum for approval. The Strategy and Results Framework shall be developed together with Member Centers and with the input of a broad range of donors and Partners
    - (ii) Develop a framework for funding, including a resource mobilization strategy, in cooperation with the Fund Council, to structure funding flows to address programmatic and structural financing needs;
    - (iii) Engage in fund raising together with the Fund Council;
    - (iv) Take ultimate financial and operational accountability for funds received from the Fund for the implementation of the Strategy and Results Framework as specified in relevant agreements with the Trustee or Fund Council, and have full authority to enter into those and related agreements;
    - (v) Decide on allocation of funding across Member Centers and Programs, in any case where funds are given to the Consortium for allocation;
    - (vi) Adopt the policy of the Consortium, as necessary, regarding the extent to which funds are to be held by the Consortium prior to

their disbursement to Member Centers, subject to approval by the  
Member Centers by a three-quarters majority vote.

(b) On **CGIAR Research Programs** the Board shall exercise such functions and powers as are provided for in Article 14 of this Constitution:

(c) On **Consortium Member Centers' performance and efficiency**, the Board shall:

- (i) In consultation with the Fund Council and in conjunction with the establishment of common reporting standards, set such common policies and standards for Member Center performance and efficiency as are consistent with the purpose of the Consortium;
- (ii) Review the performance and efficiency of Member Centers in the delivery of CGIAR Research Programs funded through the Fund;
- (iii) Review the alignment of Member Centers' activities with the Strategy and Results Framework;
- (iv) Once the Strategy and Results Framework has been implemented and is fully functional, review the current and potential structural organizations among the Member Centers, and decide on appropriate actions including any opportunities for Member Center realignment or sharing of field facilities and infrastructure, including through the development of common services and infrastructure<sup>1</sup>. Such a review shall be based on thorough analysis and shall include appropriate involvement of Member Centers. Where a decision by the Board would require action falling within the mandate of the Board of Trustees of a Member Center, the Member Center concerned shall refer the decision as a recommendation to its Board of Trustees. Failure by the Member Center or its Board of Trustees to take the necessary action may lead to action under Article 17.
- (v) Advise, and consult with, Member Centers on best practices in areas of common interest, including governance, risk management and supporting functions;
- (vi) In consultation with Member Centers, review and endorse plans for, and, together with the CEO, oversee shared functions and research platforms.

(d) On **reporting and external relations**, the Board shall:

- (i) Update the Fund Council on its activities. The Board shall report formally twice a year to the Fund Council, in a form mutually agreeable to the two parties. This reporting shall address system performance vis-à-vis the Strategy and Results Framework, financial reporting with respect to use for intended purposes, operational performance of the CGIAR Research Programs and Member Centers,

---

<sup>1</sup> The authority of the Board under Article 8 (c) (iv) shall not extend to Member Centers that have an intergovernmental status and whose governing authority lies with the Member States of the Center.



- actions taken by the Consortium Board with regard to Member Center operations and common services, and any other Consortium and Member Center activities relevant to the Fund Council's investment;
- (ii) Work with the Fund Council to establish common standards for reporting on CGIAR Research Program and Member Center performance, in order to reduce the overall reporting burden on Member Centers;
  - (iii) Support the Consortium CEO and Consortium Office in advocacy, public relations, and communications efforts.
- (e) On **administrative matters**, the Board shall oversee the operations of the Consortium as a business entity, and in particular shall:
- (i) Develop, maintain, and, as needed, update the strategic and operating plans of the Consortium Office;
  - (ii) Approve the operating budget of the Consortium Office and Consortium Board;
  - (iii) Select, hire, conduct performance reviews, and determine the continued employment or removal of the Consortium CEO;
- (f) On **governance**, the Board shall:
- (i) Assume financial and operational accountability for the Consortium Office, including shared services and research platforms;
  - (ii) Initiate periodically external reviews of Consortium functioning and performance;
  - (iii) Establish criteria for membership in the Consortium, and as warranted, nominate prospective Member Centers for membership;
  - (iv) Propose amendments to this Constitution to Member Centers, in consultation with the Fund Council;
  - (v) Seek to resolve conflicts among Member Centers: disagreements between the Consortium and Member Centers shall be settled in accordance with the provisions of Article 16;
  - (vi) Design mechanisms for risk management and compliance and oversee their implementation.
- (3) In performing any of the above functions, the Board may draw on expertise from both within and outside the Board.
- (4) The Board shall establish a Nominations Committee and an Audit Committee and may establish such other committees, working groups, advisory panels or other subsidiary bodies as it deems necessary. Such subsidiary bodies shall be composed of such Board members and/or non-Board members as the Board may decide.
- (5) The Board shall prepare an Annual Report on its activities for distribution to the Members Centers, the Fund Council and Partners. The Annual Reports shall be made available to the general public.

#### **Article 9. Officers of the Board**

- (1) Subject to paragraph 2, the Board shall elect its own Chair and Vice-Chair or Vice-Chairs from among its members, by a simple majority vote.
- (2) The initial Chair and Vice-Chair or Vice-Chairs of the Board shall be selected by a search and selection committee following a process approved by the Alliance of CGIAR-supported Centers.
- (3) The primary role of the Chair shall be to further the CGIAR vision and the purpose of the Consortium, in close collaboration with the Board and the CEO, and to preside over meetings of the Board
- (4) Subject to paragraph 6, the terms of the Chair and Vice-Chair or Vice-Chairs shall be fixed by the Board and shall not be less than two years and shall begin at the meeting in which they are elected or in the case of the initial Chair and Vice-Chair or Vice-Chairs on the dates specified in their contracts of appointment.
- (5) The terms of the Chair and Vice-Chair or Vice-Chairs shall not extend beyond the period of their membership in the Board.
- (6) The Board may, for exceptional reasons, by a simple majority vote, decide to vary the term of the Chair or of the Vice-Chair or Vice Chairs, or to terminate their terms of office.

#### **Article 10. Meetings of the Board**

- (1) The Board shall meet as often as the Board deems necessary to function effectively and shall in any case meet in regular session at least two times each year.
- (2) Special meetings shall be convened at the request of the Chair, or on the written request of three-quarters of the members of the Board, or of three-quarters of the Member Centers.
- (3) Additional meetings of the Board may be held as necessary by teleconference or other electronic means.
- (4) At least one meeting of the Board each year shall include member issues on its agenda. The Directors-General and Chairs of the Boards of Trustees of the Member Centers shall be invited to participate in such meetings on such issues.

#### **Article 11. Procedures of the Board**

- (1) The quorum for meetings of the Board shall be a majority of the members.
- (2) The Board shall make every effort to reach agreement by consensus on all matters on which a decision of the Board is required. If all efforts to reach a consensus on a particular matter have been exhausted and no agreement has been reached, a decision on the matter shall as a last resort, and except as otherwise provided in the Rules of Procedure of the Board, be taken by a simple majority vote in accordance with the Rules of Procedures of the Board.
- (3) The Board shall adopt its own rules of procedure, and where necessary specific rules of procedure for subsidiary bodies, which rules shall be consistent with this Constitution.

#### **Article 12. Financial means**

- (1) The Consortium shall seek primary funding from the Fund. It may accept other funds from other sources as the Consortium Board determines are consistent with the purpose of the Consortium, as defined in Article 4, and the current Strategy and Results Framework, particularly from sources beyond the traditional donor network of the CGIAR.
- (2) The extent to which funds are physically held by the Consortium prior to their disbursement to Members Centers shall be in accordance with the policy adopted by the Board and approved by the Member Centers.

#### **Article 13. Consortium Chief Executive Officer (CEO)**

- (1) The Chief Executive Officer of the Consortium shall be selected by the Board and shall be responsible to the Board. The CEO will be both a public face of the Consortium and the leader of the Consortium Office.
- (2) The CEO shall be responsible for carrying out the day to day operations of the Consortium, and shall manage the Consortium Office and recruit and manage its staff.
- (3) The CEO, under the supervision of the Board, shall represent the Consortium in its external relations, together with the Chair and other members of the Board, as appropriate.

- (4) CEO shall also carry out such other functions as may be necessary to further the Consortium's purpose.
- (5) Neither the CEO nor the Consortium Office shall directly conduct or commission agricultural research.
- (6) The terms of reference of the CEO are set out in Exhibit 3 to this Constitution. The terms of reference may be revised by the Board as appropriate.
- (7) The performance of the CEO shall be reviewed by the Board annually.

#### **Article 14. CGIAR Research Programs**

- (1) The Consortium Board shall set such common policies and standards for CGIAR Research Program design and execution as may be helpful in ensuring CGIAR Research Program effectiveness and are consistent with the purpose of the Consortium.
- (2) Proposals for CGIAR Research Programs may be submitted to the Consortium Board by any Member Center; Partners may submit ideas for CGIAR Research Programs. Proposals and ideas shall be submitted in accordance with such procedures as the Consortium Board may adopt.
- (3) Proposals must address at the minimum project purpose and outputs, leadership and management structure, allocation of work and funds across participants, budget, performance measures, progress-tracking and reporting process;
- (4) Proposals for CGIAR Research Programs shall be reviewed by the Consortium Board and, if endorsed by the Board, shall be submitted by the Board together with proposals for the allocation of funds across the Programs to the Fund Council for consideration for funding.
- (5) CGIAR Research Programs shall be led by a Member Center or Member Centers.
- (6) The Consortium Board shall enter into performance agreements with the Fund Council for the implementation of approved CGIAR Research Programs, and with the Lead Member Center or Lead Member Centers concerned for the execution of each CGIAR Research Program.
- (7) The Lead Member Center or Lead Member Centers shall enter into performance agreements with other Member Centers and Partners participating in each CGIAR Research Program.

- (8) The allocation, including the timing, of funds within each CGIAR Research Program shall be authorized by the Consortium Board, on the basis of the proposals submitted by the CGIAR Research Program participants.
- (9) The Consortium Board shall oversee the monitoring of the performance of CGIAR Research Programs and take appropriate remedial actions with participants when necessary to ensure the use of funds intended purposes and the success of the CGIAR Research Program. The Consortium's performance management role vis-à-vis CGIAR Research Programs shall address development impact as well as financial and operational performance;
- (10) Financial and operational accountability for CGIAR Research Programs shall lie with the Consortium Board and shall be reflected in the performance agreements.

#### **Article 15. Consortium Member Centers**

- (1) The Member Centers are the locus of research expertise and research management within the CGIAR system.
- (2) Within the framework of this Constitution, the Consortium shall aim to support the Member Centers in discharging their research and management roles. Correspondingly, the Member Centers shall empower the Consortium Board and CEO to execute their functions and powers, as defined in Articles 8 and 13 of this Constitution, and consequently shall accept the authority of the Consortium Board and the CEO in decisions taken in exercise of these functions and powers.
- (3) The rights and powers of Member Centers and their Boards of Trustees under their own Constitutions shall not be affected by this Constitution except in so far as provisions expressly agreed to in this Constitution so require.
- (4) **Responsibilities of Member Centers** - The Member Centers shall:
  - (a) Act in accordance with this Constitution;
  - (b) Partner with each other and the Consortium Board, and support the Consortium Board in fulfilling its functions and powers;
  - (c) Execute high-quality research in accordance with such performance agreements as may be entered into with the Consortium or with Lead Member Centers;
  - (d) Operate in alignment with the Strategy and Results Framework;
  - (e) Operate efficiently;

- (f) Report on research impact and efficiency to the Consortium, on the basis of common standards, criteria, and formats set by the Consortium Board and/or the CEO;
  - (g) Be responsible for the monitoring and evaluation of all bilaterally-funded projects.
- (5) **Membership Rights** - The Member Centers shall have the following rights arising from their membership of the Consortium, subject to the provisions of Article 17,:
- (a) The right to be consulted by the Consortium Board for advice and feedback;
  - (b) The right to submit proposals for CGIAR Research Programs to the Consortium Board for consideration and potential funding from the Fund;
  - (c) The right to receive a copy of all required reporting from the Consortium Board and Office to the Fund;
  - (d) The right to develop and propose shared services and other means to improve efficiency and effectiveness;
  - (e) The right to participate in meetings of the Board for agenda items in which member issues are to be discussed.

Additional rights may be conferred on Member Centers by written agreement with the Consortium Board.

- (6) **Bilateral Funding** -
- (a) Member Centers retain their right to secure bilateral funding, provided that such funding should, in all but exceptional cases, include full recovery of the respective Member Center's costs for the funded activities, in accordance with established Consortium policies on cost recovery.
  - (b) Member Centers shall send copies of all reports as set out in Centers' annual reports on bilaterally-funded projects to the Consortium Board. The Member Centers shall have no further reporting requirements to the Consortium regarding bilaterally funded projects, but shall respond to requests from the Consortium Board for additional information where such information is required to ensure conformity with this Article.
- (7) **Rights in Consortium Governance** - Member Centers shall have the following governance rights, each of which requires the Consortium Board's prior nomination or proposal:
- (a) Electing nominated Consortium Board members;
  - (b) Approving proposed amendments to the Consortium constitution;
  - (c) Approving proposed Consortium Board member compensation;
  - (d) Admitting nominated Member Centers;
  - (e) Together with the CEO, reviewing and consulting on all plans relating to shared services and research functions.

- (8) **Additional Rights in Consortium Governance** - Member Centers shall have the following additional governance rights which do not require a prior nomination or proposal from the Consortium Board:
- (a) Electing a non-voting observer to the Consortium Board from among the Member Centers;
  - (b) Convening special Consortium Board meetings;
  - (c) Casting a "no confidence" vote. Such a vote shall be made public and shall serve as an expression of severe disagreement with Consortium Board performance, decisions and/or behavior, but shall not be formally binding on any specific actions of the Board nor shall it require its resignation;
  - (d) In exceptional cases as set out in Article 7(14), removing Consortium Board members;
  - (e) Proposing amendments to the Constitution;
  - (f) Approving Consortium continuity in accordance with Article 23.
- (9) **Voting** - In all cases requiring a vote of Member Centers, each Member Center shall have a single vote. Decisions by Member Centers on Consortium governance shall be taken by a three-quarters majority vote of all the Member Centers unless otherwise specified in this Constitution.
- (10) **Meetings of Member Centers** – The Member Centers shall meet whenever necessary to ensure the proper functioning of the Consortium.

#### **Article 16. Partnership, Mediation and Arbitration**

- (1) It is expected that the Consortium Board will work in close partnership with Member Centers, including their boards and executive leadership, and with the Fund Council, and that Consortium Board decisions will be made, whenever possible, in a consultative manner and with such a result as is agreeable to all parties.
- (2) If the Consortium Board and a Member Center board cannot agree, either may request that a qualified third-party mediator be appointed. The identity of the mediator shall be agreed upon by both parties.
- (3) If requested by either party, mediation shall be carried in accordance with the Mediation Procedures attached at Exhibit 2 to this Constitution.
- (4) Should the parties fail to reach agreement through mediation on a settlement of the disagreement, either party may refer the subject of the disagreement to arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties, or, in the

absence of agreement, in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award shall be final.

- (5) Any dispute between Member Centers regarding the interpretation or application of this Constitution shall be settled by arbitration in accordance with the preceding paragraph.

#### **Article 17. Member Center Compliance with Consortium Board Decisions**

- (1) In the event that a Member Center does not fulfill its responsibilities as described in Article 15, or is not compliant with a decision of the Consortium Board made within the scope of the Consortium Board's functions and powers as described in Article 8, including decisions operating as recommendations to the Board of Trustees of a Member Center under Article 8(2)(c)(iv), the Consortium Board may take such actions as it deems appropriate, within the parameters described herein. In any such case, the first action of the Consortium Board shall be to consult with the Board of Trustees of the Member Center to discuss necessary remedial actions by either party. If the two parties cannot agree, either may request mediation, as described in Article 16. The Consortium Board shall allow reasonable time for the completion of remedial actions.
- (2) Where the failure of a Member Center to fulfill its responsibilities relates to its performance in a CGIAR Research Program, the action that may be taken by the Consortium Board may include the exclusion of that Member Center from the CGIAR Research Program concerned, and the withholding of current funding under the CGIAR Research Program concerned in accordance with applicable performance agreements.
- (3) Where the failure of a Member Center relates to other matters, and the Board of Trustees of the Member Center is unable or unwilling to take the necessary remedial actions, the action that the Consortium Board may take , may include—
  - (a) excluding the Member Center from consideration for future funding;
  - (b) withholding current funding (to the extent allowable within any applicable agreements or contracts);
  - (c) withholding any or all of the rights of membership described in Article 15.
- (4) The Consortium Board may not withhold a Member Center's right to secure bilateral funding or any other Member Center rights not conferred by virtue of membership in the Consortium. The Consortium Board also may not withhold a Member Center's right to discontinue membership voluntarily



nor may it withhold a Member Center's rights in Consortium governance so long as the Member Center remains in membership.

#### **Article 18. Withdrawal of Membership from Member Centers**

- (1) In the extreme case that its options as described in Article 17 have been exhausted and have not produced a resolution satisfactory to the Board, the Consortium Board may hold a vote to withdraw membership from a Member Center in accordance with the provisions of Article 3(5).
- (2) Independent of the actions of the Consortium Board, Member Centers individually maintain the right to discontinue voluntarily their membership in the Consortium.

#### **Article 19. Relationship with other organizations**

In order to achieve its objectives in the most efficient way, the Consortium may enter into agreements for close cooperation with relevant national, regional or international organizations, foundations and agencies.

#### **Article 20. Location of the Headquarters of the Consortium**

The location of the headquarters of the Consortium shall be determined by the Board.

#### **Article 21. Rights, privileges and immunities**

- (1) The Consortium shall enter into a headquarters agreement with the Government of the country in which it is located to ensure that the Consortium, its staff members and official visitors shall enjoy in the territory of the host country the same rights, privileges and immunities as customarily accorded to other international organizations, their officials, staff and official visitors. Such rights, privileges and immunities shall be specifically defined in a Headquarters Agreement with the host country.
- (2) The privileges and immunities referred to in the preceding paragraph are to be provided solely to ensure in all circumstances the unimpeded functioning of the Consortium, and the complete independence of the persons to whom they are accorded.

#### **Article 22. Amendments**

- (1) Amendments to this Constitution may be proposed to the Board by any member of the Board or by any Member Center.
- (2) Amendments to this Constitution may be adopted by the Board by a three-quarters majority of all members of the Board, provided notice of such proposed amendment together with its full text has been mailed to all members of the Board at least eight weeks in advance of meeting, unless such notice has been waived by all members of the Board.
- (3) The Board shall consult with the Fund Council regarding proposed amendments, before their adoption.
- (4) Any amendment to this Constitution adopted by the Board shall be circulated to the Member Centers for their approval. Approval of amendments shall require a three-quarters majority of the Member Centers.

#### **Article 23. Sunset clause**

Ten years after the formal establishment of the Consortium as an International Organization, the Board shall commission a review of the value and sustainability of the Consortium. The Member Centers, Fund Council, Trustee, and Partners shall be consulted as part of this review and shall receive the review findings and conclusions. The Consortium will be dissolved if the Member Centers approve both the dissolution of the Consortium and a transition plan, each by a 3/4 majority, provided that the transition plan also has the approval of any other parties whose approval is needed for the transition plan to take effect.

#### **Article 24. Dissolution and Liquidation**

- (1) The Board may, if it determines that the purposes of the Consortium have been achieved to a satisfactory degree or if it determines that the Consortium is no longer able to function effectively, by a three-fourths majority of all members of the Board, adopt a resolution dissolving the Consortium.
- (2) The Board shall consult with the Fund Council and the Member Centers, as well as with the States that are parties to the Agreement establishing the Consortium as an International Organization, prior to any decision to dissolve the Consortium.
- (3) The Consortium shall remain operative and not be dissolved until such time as the dissolution has been agreed to by three quarters of the Member Centers and for such an additional period as might be necessary for the orderly cessation of the Consortium's activities and the disposition of its

property . (4) In case of dissolution, the unencumbered funds of the Consortium, subject to conditions attached to these funds, shall be returned to the original donors, or with the original donors' agreement distributed to organizations having purposes similar to those of the Consortium.

- (5) Other net assets of the Consortium shall be distributed to the Member Centers or to organizations having purposes similar to those of the Consortium, as may be determined by the Board.

## **EXHIBIT 1**

### **PROCEDURES FOR THE SELECTION AND APPOINTMENT OF MEMBERS OF THE BOARD**

Board members will be selected and appointed in accordance with the following nomination process:

- If a Board seat is known to be coming open with any timing other than the expiration of a normal term, the Chair shall give notice of the vacancy to the Nominations Committee;
- Once a Board vacancy is posted, the Nominations Committee shall seek nominations from Board members, Member Centers, Partners, and the Fund Council in an open and transparent process;
- Advised by the Nominations Committee, the Board shall propose nominee(s) (one per unfilled position) to the Member Centers;
- Each Member Center shall have one vote for or against each nominee; nominees shall be elected by a 3/4 majority of the Member Centers in favor;
- If a nominee fails to gain the required number of votes in favor, the Nominations Committee shall propose a new nominee for that vacancy;
- If three subsequent nominees for a given vacancy each fail to gain the required number of votes in favor, any following nominees shall be elected by a simple majority of the Member Centers voting in favor, following the process as above. Nominees who were rejected for election under a 3/4 majority vote may, at the discretion of the Consortium Board, be proposed again for election under a simple majority vote

## EXHIBIT 2

### MEDIATION PROCEDURES

#### 1. *The Mediator*

1.1 The Mediator shall be a professional mediator unconnected with either of the parties to the disagreement, and shall be agreed upon by the Consortium Board and the Member Center concerned. The Mediator shall receive such compensation, if any, as may be agreed upon by the parties and the Mediator, taking into account standard practice. The Mediator, after consultation with the Parties where appropriate, will:

- attend any meetings with any or all of the parties preceding the mediation, if requested or if the Mediator decides this is appropriate and the parties agree;
- read before the Mediation each case summary and all the documents sent to him/her (see paragraph 7 below);
- chair, and determine the procedure for, the Mediation;
- facilitate the drawing up of any settlement agreement; and
- abide by the terms of this Mediation Procedure and the Mediation Agreement.

#### 2. *Participants*

2.1 Parties should inform the Mediator prior to the date of Mediation of all persons attending the Mediation on behalf of each party.

#### 3. *Mediation Agreement*

3.1 The parties to the disagreement in question will enter into an agreement ("the Mediation Agreement") in relation to the conduct of the Mediation. This procedure ("the Model Procedure") will be incorporated into, form part of, the Mediation Agreement.

#### 4. *Exchange of information*

4.1 Each party will prepare for the other party(ies) and the Mediator sufficient copies of:

- a concise summary ("the Case Summary") of the disagreement; and
- all documents to which the Summary refers and any others to which it may want to refer in the Mediation ("the Documents").

4.2 The parties will exchange the Case Summary and any Documents with each other at in advance of the Mediation, or such other date as may be agreed between the

parties and the Mediator, and send copies directly to the Mediator on the same date.

4.3 In addition, each party may send to the Mediator and/or bring to the Mediation further documentation which it wishes to disclose in confidence to the Mediator but not to any other party, clearly stating in writing that such documentation is confidential to the Mediator.

4.4 Where the disagreement concerns the quality of research or performance by a Member Center in a CGIAR Research Program, the Mediation shall include a judgment by mutually-agreed peers.

## 5. *The Mediation*

5.1 The Mediation will take place at the arranged place and time stated in the Mediation Agreement.

5.2 The Mediator will chair, and determine the procedure at, the Mediation.

## 6. *Settlement agreement*

6.1 Any settlement reached in the Mediation will not be legally binding unless otherwise agreed between the parties.

## 7. *Withdrawal from Mediation*

7.1 Any of the parties may withdraw from the Mediation at any time and shall immediately inform the Mediator and the other representatives in writing. The Mediation will terminate when:

- a party withdraws from the Mediation; or
- the Mediator, at his/her discretion, withdraws from the mediation; or
- a written settlement agreement is concluded.

7.2 The Mediator may also adjourn the Mediation in order to allow parties to consider specific proposals, get further information or for any other reason, which the mediator considers helpful in furthering the mediation process. The Mediation will then reconvene with the agreement of the parties.

## 8. *Report of the Mediator*

8.1 The Mediator shall prepare a report on the mediation, including the arguments made by both parties and the details of any Settlement Agreement reached.

8.2 The report of the mediation shall be made public.

- 8.3 None of the parties to the Mediation Agreement will call the Mediator as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever arising from, or in connection with, the matters in issue in the Mediation. The Mediator will not voluntarily act in any such capacity without the written agreement of all the parties.

9. *Exclusion of liability*

- 9.1 The Mediator shall not be liable to the parties for any act or omission in connection with the services provided by him/her in, or in relation to, the Mediation, unless the act or omission is shown to have been in bad faith.

### EXHIBIT 3

#### Terms of Reference of the CEO

- (1) The CEO shall work with the Consortium Board in providing leadership to the Consortium.
- (2) The CEO shall carry out the functions assigned to the CEO under the Constitution.
- (3) The CEO shall be responsible for carrying out the day to day operations of the Consortium, and shall in particular :
  - (a) Manage the Consortium Office and recruit and manage its staff;
  - (b) Report to the Board on the activities of the Consortium Office as and when required by the Board, but at a minimum twice per year;
  - (c) Contribute to the development of and implement the Strategy and Results Framework and portfolio of CGIAR Research Programs, in close cooperation with Member Centers and Partners;
  - (d) Lead the implementation of the Strategic and Results Framework;
  - (e) Work closely with the Consortium Board in developing common policies and standards for CGIAR Research Programs and Member Centers;
  - (f) Manage the development of CGIAR Research Program proposals, budgets and performance agreements to implement the Strategy and Results Framework, including those for CGIAR Research Programs, with involved Member Centers and Partners;
  - (g) Provide day-to-day oversight of the role of the Consortium in managing and monitoring the performance of CGIAR Research Programs and any other programs implementing the Strategy and Results Framework;
  - (h) Disseminate best practices across Member Centers in common areas such as governance, human resources, financial management and risk management;
  - (i) Lead the Consortium Office in gathering the information needed from Member Centers in order for the Consortium Board to fulfill its reviewing and oversight functions and any contractual obligations;
  - (j) Identify and set up such shared functions and research platforms as may be needed to optimize Consortium and Member Center effectiveness and efficiency, and manage the organization needed to provide shared functions and research platforms;
  - (k) Develop an annual Consortium Office budget for Consortium Board approval, and ensure adherence to this budget and prudent spending as is deemed appropriate for a development organization;
  - (l) Establish an effective system for liaising with Member Centers to ensure coordination and alignment;



- (m) Support the Consortium Board to enable it to execute its functions and powers effectively and liaise regularly with its Chair and members;
  - (n) Support Member Centers to enable them to execute their roles and responsibilities effectively;
  - (o) Build strategic collaboration and relations with external Partners, including private sector institutions and relevant Non-governmental organizations, Agricultural Research Institutions and national agricultural research systems, to further the pursuit of the purpose of the Consortium; and
  - (p) Conduct advocacy, public relations and communication efforts to expand the CGIAR's positioning and brand, including representing the CGIAR in top-level international fora and other relevant meetings.
- (4) The functions that the CEO shall carry out in backstopping and supporting the Consortium Board Chair shall include:
- (a) Representing the Consortium in negotiations and other interactions with the Fund Council, Trustee, Fund Office and, if needed to further the purpose of the Consortium or requested by the Fund Council, individual donors; and
  - (b) Partnering with members of the Fund Council in raising funds for the CGIAR.
- (5) The CEO shall also carry out such other functions as may be necessary to further the Consortium's purpose.