

## Legal Agreements related to CGIAR Trust Fund

### A. Purpose

This document presents the agreements and other legal documents that relate to the administration of the CGIAR Trust Fund (“**Trust Fund**”) and the administration and use of funding from the Trust Fund by the CGIAR System Organization (“**System Organization**”) and the Centers.

These documents were developed by a Legal Working Group<sup>1</sup> consisting of Center representatives, Funder representatives and a representative from the System Organization and the Trustee, in consultation with System Council members and Centers.

They were approved by the System Council<sup>2</sup> and/or the then titled System Management Board<sup>3</sup>

### B. Summary of the documents

#### 1. **Template Funding Agreement or Arrangement**

The Funding Agreement or Arrangement is entered into between each Funder making contributions through the Trust Fund and the System Organization. It sets out the rights and obligations of the Funder and the System Organization with respect to the funding provided to the System Organization and Centers. In particular, it sets out requirements for the System Organization to ensure that the funding is used for its intended purposes.

The Funding Agreement or Arrangement consists of the following parts:

- a. **Template Funding Agreement or Arrangement Cover Pages<sup>4</sup> (Appendix 1.1):** setting out general terms applicable to the System Organization and the Funder. The Template Cover Pages can be modified as necessary to address specific Funder requirements, as long as the modifications do not conflict with the terms of the Standard Provisions (Appendix 1.3 as discussed below) and do not create additional obligations with respect to the use of the Funds.

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<sup>1</sup> The Legal Working Group was set up at the final transition meeting between Funders and Centers in Washington, D.C. in the week of 6 June 2016.

<sup>2</sup> Decisions by the System Council on 17 February 2017 ([SC/M3/EDP4](#))

<sup>3</sup> Decisions by the then titled System Management Board on 22 February 2017 ([SMB/M4/EDP2](#))

<sup>4</sup> Submitted to the then titled System Management Board for information and approved by the System Council

- b. **Annex 1 – CGIAR Glossary<sup>1</sup> (Appendix 1.2):** containing the defined terms used throughout all of the agreements. This CGIAR Glossary amends and fully restates the CGIAR Glossary approved by the former Fund Council on 5 April 2011 and the former Consortium Board on 5 May 2011, and subsequently endorsed by the System Council on 12 July 2016 and by the then titled System Management Board on 13 July 2016.
- c. **Annex 2 – Template Standard Provisions<sup>2</sup> (Appendix 1.3):** containing those terms that are applicable to the use of the funding provided through the Trust Fund. They set out requirements for, among others, the use and oversight of funds, reporting on funds, and prohibited uses.
- In order to ensure consistency with respect to the administration and use of funds between the requirements set out in the Funding Agreements and the requirements set out in the downstream Financial Framework Agreements, the System Council and the then titled System Management Board approved one set of Template Standard Provisions. The template Standard Provisions are adjusted as set out in section 4 below depending on whether the Standard Provisions are attached to a Funding Agreement or a Financial Framework Agreement. In order to maintain consistency in the contracts with Funders and therefore consistency with respect to the requirements applicable to the funding, these Template Standard Provisions cannot be amended by individual donors. Any amendments would be made to the template document and would need to be approved by the System Council after consultation with the then titled System Management Board.
- The Form of the Window 3 Side Agreement or Arrangement<sup>2</sup> (Appendix 1.4),** set forth in Schedule 1 of the Template Standard Provisions, serves as a required template for Funders wishing to provide funding to Window 3 of the Trust Fund and enter into agreements with Centers on the use of such funding. The Standard Provisions are incorporated into such Window 3 Side Agreements or Arrangements to ensure that all funding provided through the Trust Fund is subject to certain of the same terms and conditions. Funders are also able to incorporate their own terms as long as these are not inconsistent with the Standard Provisions. The purpose for a standardized document is to promote consistency across the System with respect to the terms that apply to the implementation of CGIAR Research with funding from the Trust Fund.

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<sup>1</sup> Approved by the then titled System Management Board and by the System Council, the glossary was subsequently updated pursuant to decision SC/M14/DP5 of the System Council taken on 16 December 2021

<sup>2</sup> Submitted to the then titled System Management Board for information and approved by the System Council

2. **Template Contribution Agreement or Arrangement<sup>1</sup> (Appendix 1.5)**

This is the template for the agreement or arrangement entered into between each Funder providing financial contributions through the Trust Fund and the World Bank as Trustee, and sets out the amounts and timing of the Funder's financial contributions to the Trust Fund. It includes a Template of an Amendment/Modification for a Supplemental Contribution, and is similar to the documents entered into previously by Funders for the former CGIAR Fund.

3. **Trustee Agreement<sup>2</sup> (Appendix 1.6)**

This is the agreement entered into between the World Bank, as Trustee, and the System Organization, which provides the terms and conditions for the administration of the Trust Fund.

4. **Examples versions of the Template Standard Provisions<sup>3</sup>**

**Appendix 2.1** contains the Standard Provisions adjusted for attaching to a Funding Agreement as an example of how the Standard Provisions would look as part of the Funding Agreement between each Funder and the System Organization; and **Appendix 2.2** contains the Standard Provisions adjusted for attaching to a Financial Framework Agreement as an example of how the Standard Provisions would look as part of the Financial Framework Agreement between the System Organization and each Center.

5. **Template Financial Framework Agreement**

This is the template for the agreement entered into between the System Organization and each Center and the one entity that will lead a platform as 'Lead Center' and which is not a CGIAR Research Center, namely the Global Crop Diversity Trust.

The agreement sets out the terms and conditions for the use of the funding provided by Funders through the Trust Fund. It consists of the following parts:

- a. **Financial Framework Agreement Cover Pages<sup>4</sup> (Appendix 2.3):** General terms applicable to the System Organization and the Center (or other Lead Center which is not a CGIAR Research Center).
- b. **Annex 1 – CGIAR Glossary:** as described above in section 1b.
- c. **Annex 2 – Template Standard Provisions:** as described above in section 1c.
- d. **Annex 3 – Form of the Decision Letter<sup>2</sup> (Appendix 2.4):** This annex provides the template for the communication between the System Organization and the Centers informing the Centers of an approved CRP or Platform and the Indicative Funding and Annual Allocations for the approved CRPs and Platforms. The Decision Letters will be a part of the agreement between the System Organization and the Centers once issued.

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<sup>1</sup> Approved by the then titled System Management Board and by the System Council

<sup>2</sup> Submitted to the then titled System Management Board for information and approved by the System Council

<sup>3</sup> Submitted to the then titled System Management Board and to the System Council for information

<sup>4</sup> Approved by the then titled System Management Board and submitted to the System Council for information

6. **Form of Window 3 instruction letter from Center to Trustee<sup>1</sup> (Appendix 3.1)**

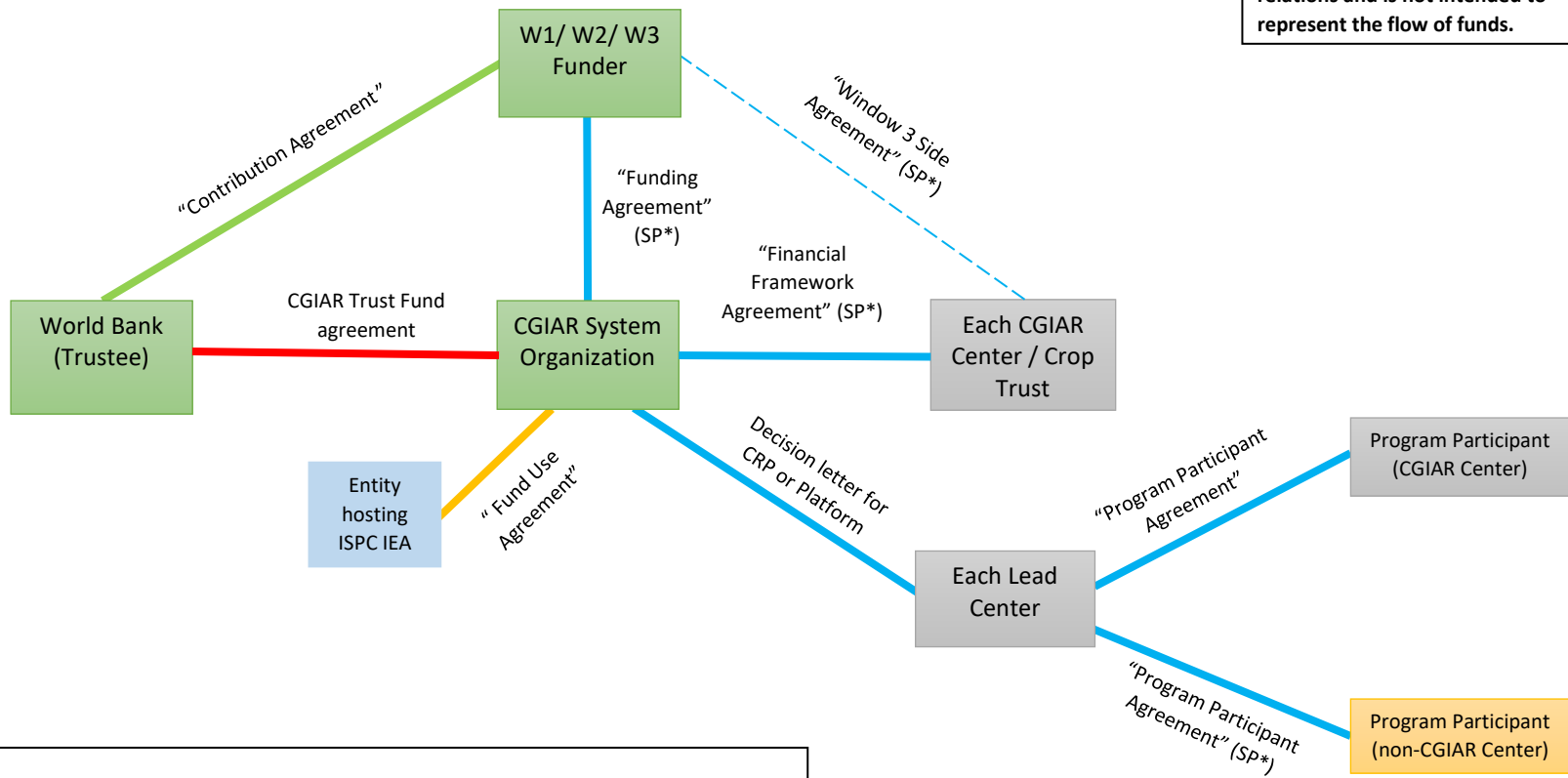
This is the form of a letter to be provided from the Center and acknowledged by the Trustee that sets out the terms and conditions with respect to the transfer of Window 3 funding from the Trust Fund to the Center.

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<sup>1</sup> Approved by the then titled System Management Board

### C. Diagram on the legal agreements related to the CGIAR Trust Fund

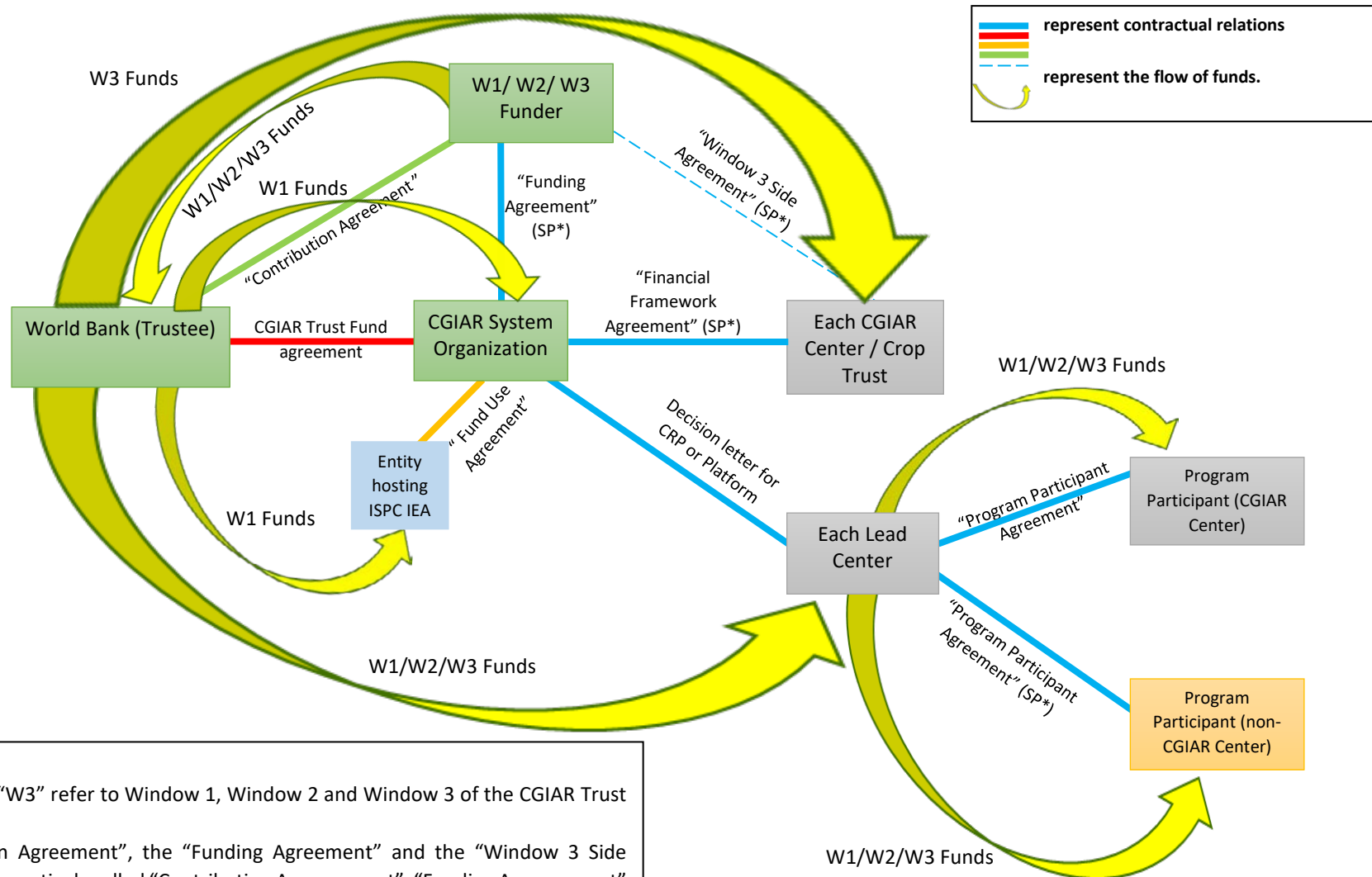
This diagram represents contractual relations and is not intended to represent the flow of funds.



**Notes:**  
<sup>1</sup>“W1”, “W2” and “W3” refer to Window 1, Window 2 and Window 3 of the CGIAR Trust Fund.  
<sup>2</sup>The “Contribution Agreement”, the “Funding Agreement” and the “Window 3 Side Agreement” are respectively called “Contribution Arrangement”, “Funding Arrangement” and “Window 3 Side Arrangement” when not legally binding.  
<sup>3</sup>As the Global Crop Diversity Trust (Crop Trust) is not a CGIAR Center, it is not, to date, eligible to receive W3 funding.  
<sup>4</sup>including the Global Crop Diversity Trust (Crop Trust)

\*SP means that the Standard Provisions are included in the agreement

### D. Diagram on the flow of funds from the CGIAR Trust Fund



**Notes:**

- <sup>1</sup>"W1", "W2" and "W3" refer to Window 1, Window 2 and Window 3 of the CGIAR Trust Fund.
- <sup>2</sup>The "Contribution Agreement", the "Funding Agreement" and the "Window 3 Side Agreement" are respectively called "Contribution Arrangement", "Funding Arrangement" and "Window 3 Side Arrangement" when not legally binding.
- <sup>3</sup>As the Global Crop Diversity Trust (Crop Trust) is not a CGIAR Center, it is not, to date, eligible to receive W3 funding.
- <sup>4</sup>including the Global Crop Diversity Trust (Crop Trust)

\*SP means that the Standard Provisions are included in the agreement

## E. Table with legal agreements related to the CGIAR Trust Fund

	<b>Annexes</b>	<b>Parties</b>	<b>Purpose</b>	<b>Modifications</b>	<b>Suspension of funding</b>	<b>To note</b>
<b>Trustee Agreement</b>	1. Holding Currency	World Bank as Trustee and the System Organization	Sets out the role and responsibilities of the World Bank to receive funds, assign them to the designated window, and transfer them per the per the instructions of the System Organization (for Windows 1 and 2) and the Center (for Window 3)	By agreement between the parties with prior consent of all Funders	N/A	Trustee will no longer enter into W3 Transfer Agreements with Centers with respect to Window 3 Funding, but will transfer W3 funds when received per each Center's standing instruction letter
<b>Contribution Agreement (or Arrangement)</b>	N/A	World Bank as Trustee and each Funder to the Trust Fund	Sets out the undertakings of the Funders to make payments and of the Trustee to administer funds in accordance with the Trustee Agreement	By agreement between the parties	After consulting System Organization, Funder may suspend payments if funds are not used in accordance with applicable agreements.	<u>Binding nature:</u> "Contribution Agreements" are legally binding, and "Contribution Arrangements" required by some Funders, are not.

	<b>Annexes</b>	<b>Parties</b>	<b>Purpose</b>	<b>Modifications</b>	<b>Suspension of funding</b>	<b>To note</b>
<b>Funding Agreement (or Arrangement)</b>	1. CGIAR Glossary 2. Standard Provisions 3. CGIAR System Framework	Each Funder to the Trust Fund and the System Organization	Sets out the terms governing the System Organizations' use and administration of all funding disbursed through the Trust Fund	Cover pages can be modified by agreement between the parties, <u>provided</u> they are consistent with Charter, Framework and Standard Provisions. The Glossary and Standard Provisions can only be modified by approval of the System Council after consultation with the then titled System Management Board. The CGIAR System Framework can only be modified by agreement of the System Council, the then titled System Management Board and two-thirds of Centers.	After consulting System Organization, Funder may suspend payments if funds are not used in accordance with applicable agreements.	<u>Binding nature:</u> "Funding Agreements" are legally binding, and "Funding Arrangements" required by some Funders, are not.  <u>Termination:</u> Funder may <u>terminate</u> upon 90 days' written notice.
<b>Financial Framework Agreement</b>	1. CGIAR Glossary 2. Standard Provisions 3. Form of Decision Letter	The System Organization and each Center or other entity acting as a Lead Center	Sets out the terms governing the use and administration of all funding disbursed to Centers from the Trust Fund	Cover pages can be modified by agreement between the parties, <u>provided</u> they do not create obligations on the Centers and are consistent with Charter, Framework and Standard Provisions. The Glossary and Standard Provisions can only be modified by approval of the System Council after consultation with the then titled System Management Board.	After consulting the System Council, Lead Center and/or Center, the System Organization may suspend transfers of W1&2 funds or instruct a Lead Center to do so if credible concern that W1,2&3 funds are not used in accordance with the applicable agreements.	



	<b>Annexes</b>	<b>Parties</b>	<b>Purpose</b>	<b>Modifications</b>	<b>Suspension of funding</b>	<b>To note</b>
<b>Window 3 Side Agreement (or Arrangement)</b>	1. CGIAR Glossary 2. W3 Additional Requirements 3. Standard Provisions	Each Funder making contributions to Window 3 of the Trust Fund and each Center receiving such contributions	Sets out any additional terms that are required by a Window 3 Funder (e.g.; reporting requirements)	By agreement between the parties and, if to the cover pages, <u>provided</u> they are not material and, if to the W3 Additional Requirements, <u>provided</u> they are consistent with the cover pages and Standard Provisions. The Glossary and Standard Provisions can only be modified by approval of the System Council after consultation with the then titled System Management Board.	N/A	<u>Binding nature:</u> “Window 3 Side Agreements” are legally binding, and “Window 3 Side Arrangements” required by some Funders, are not.
<b>Decision Letter</b>	Can include as relevant: - CRP or Platform Proposal - Annual work program and financing plan - Program terms (incl. Indicative Funding, Estimated Annual Allocation, Disbursed Amount, any revised terms)	Signed and issued by the System Organization and acknowledged by each Lead Center	Through its incorporation by reference into the Financial Framework Agreement, sets out contractually the specifics regarding each approved CRP or Platform (proposal, funding, annual work program and financing plan, and any changes)	By a new Decision Letter	N/A	

	<b>Annexes</b>	<b>Parties</b>	<b>Purpose</b>	<b>Modifications</b>	<b>Suspension of funding</b>	<b>To note</b>
<b>Program Participant Agreement</b>	Typically include: <ul style="list-style-type: none"> <li>- CGIAR Glossary</li> <li>-Implementation Provisions</li> <li>- Annual Activity Plan and Budget</li> <li>- Conditions precedent</li> <li>- Key Personnel</li> <li>- Standard Provisions if agreement with partner other than a Center</li> </ul>	Each Lead Center and Program Participant	Sets out the terms governing the use and administration of all funding disbursed to Program Participant	By agreement between the parties. The Glossary and Standard Provisions can only be modified by approval of the System Council after consultation with the then titled System Management Board.	After consulting the System Organization and relevant Participating Center, a Lead Center may suspend transfers of W1&2 funds if credible concern that W1,2&3 funds are not used in accordance with the applicable agreements.	

## F. Appendices

### Appendix 1

**Appendix 1.1:** Template Funding Agreement or Arrangement Cover Pages

**Appendix 1.2:** CGIAR Glossary

**Appendix 1.3:** Template Standard Provisions

**Appendix 1.4:** Form of the Window 3 Side Agreement or Arrangement

**Appendix 1.5:** Template Contribution Agreement or Arrangement

**Appendix 1.6:** Trustee Agreement

### Appendix 2

**Appendix 2.1:** Example version of the Template Standard Provisions adjusted for the Funding Agreement

**Appendix 2.2:** Example version of the Template Standard Provisions adjusted for the Financial Framework Agreement

**Appendix 2.3:** Template Financial Framework Agreement Cover Pages

**Appendix 2.4:** Form of the Decision Letter

### Appendix 3

**Appendix 3.1:** Form of Window 3 instruction letter from Center to Trustee

## Appendix 1

**Appendix 1.1:** Template Funding Agreement or Arrangement Cover Pages

**Appendix 1.2:** CGIAR Glossary

**Appendix 1.3:** Template Standard Provisions

**Appendix 1.4:** Form of the Window 3 Side Agreement or Arrangement

**Appendix 1.5:** Template Contribution Agreement or Arrangement

**Appendix 1.6:** Trustee Agreement

FUNDING [AGREEMENT] [ARRANGEMENT]

Between

[NAME OF FUNDER]

And

THE CGIAR SYSTEM ORGANIZATION

Dated [            ]

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**THIS FUNDING [AGREEMENT] [ARRANGEMENT]**<sup>1,2</sup> (which consists of these Cover Pages the “**Cover Pages**”, and together with the CGIAR Glossary, Standard Provisions and CGIAR System Framework, the “**Funding Agreement**”) is entered into between:

- (1) The CGIAR System Organization (the “**System Organization**”), an international organization with its headquarters in Montpellier, France; and
- (2) [*Insert name of Funder*] (the “**Funder**”)

(each, a “[**Party**] [**Participant**]” and, together, with the System Organization, the “[**Parties**] [**Participants**]”).

#### **INTRODUCTION:**

- (A) Centers, in close collaboration with CGIAR System Partners, and with funding provided by Funders through the Trust Fund or with Bilateral Funding, carry out CGIAR Research in support of the CGIAR Strategy and Results Framework.
- (B) The System Organization facilitates and oversees implementation of the CGIAR Strategy and Results Framework.
- (C) The System Organization entered into an agreement with the World Bank on the terms and conditions for the establishment and administration of the Trust Fund.
- (D) Funders may enter into one or more Contribution Agreements to provide Contributions to the Trust Fund in support of the activities of the System Organization and for CGIAR Research through three alternative mechanisms: (a) Unrestricted Funding or Window 1; (b) research-program specific funding or Window 2; and/or (c) Center-specific funding or Window 3; or if no window is specified, the funding will be placed in the Provisional Account until a determination is made by the Funder at a later date.
- (E) The [**Parties**] [**Participants**] wish to set out in this Funding [**Agreement**] [**Arrangement**] the terms governing the use and administration of the funding disbursed from the Trust Fund in support of the activities of the System Organization and for CGIAR Research.

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<sup>1</sup>This Cover Page may be revised in the case of donors that require “arrangement” language to reflect appropriate terminology for making Funding Arrangements.

<sup>2</sup> Specific Funder terms may also be added to this Cover Page as long as such terms do not affect the portions of the Contributions provided to Lead Centers and Program Participants and are acceptable to the System Organization and consistent with the CGIAR Framework, CGIAR Charter and Standard Provisions.

NOW THEREFORE, the [Parties] [Participants] [agree] [decide] as follows:

**1. Definitions**

Capitalized terms not defined in this Funding [Agreement][Arrangement] have the meanings given to them in the CGIAR Glossary (Annex 1) as updated from time to time.

**2. Financial Contribution of the Funder**

1.1 The Funder has entered or intends to enter into a Contribution [Agreement] [Arrangement] which will set forth the Funder's Contribution to the Trust Fund.

1.2 The purpose of the Contribution is to make funding available, on a coordinated basis, along with other Funders, to support the activities of the System Organization (including the System Costs) and for CGIAR Research carried out by Centers and CGIAR System Partners in support of the CGIAR Strategy and Results Framework.

1.3 The System Organization will administer the funding from the Contribution in accordance with the terms specified in this Funding [Agreement] [Arrangement].

**3. Notices**

Any notice or request required or permitted to be given or made in this Funding [Agreement] [Arrangement] will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, by an internationally recognized express delivery service, or emailed to the [Party] [Participant] to which it is required to be given or made, at such [Party] [Participant]'s address specified below or at such other address as the [Party] [Participant] will have specified in writing to the [Party] [Participant] giving such notice or making such request:

**For the Funder:**

Title:

Dept./Unit

Address:

Telephone:

Email:

**For the System Organization:**

Title:

Dept./Unit

Address:

Telephone:

Email:

**4. Access to Information**

This Funding [Agreement] [Arrangement] may be made publicly available. In addition, any information provided by the System Organization to the Funder under this Funding [Agreement] [Arrangement] relating to CGIAR Research, activities of the System Organization and other activities funded by the Contribution may be disclosed in accordance with the respective [Parties] [Participants]' policies, procedures [*insert where applicable*] and/or applicable legislation on public disclosure of information]].

**5. No Waiver of Privileges and Immunities**

Nothing in or relating to this Funding [Agreement] [Arrangement] will be deemed to be a waiver of any privileges and immunities of the System Organization [*insert where*



*applicable*] or the Funder]].

## 6. **No Employee or Agency Relationship**

This Funding [Agreement] [Arrangement] is neither a contract for services nor a contract of service or employment. No provision in this Funding [Agreement] [Arrangement] creates or may create a joint venture, an association, or a partnership, employment or agency relationship, between the Funder, the System Organization, a Lead Center or any Program Participant.

## 7. **Suspension of Payment by Funder**

- 1.4 The Funder may at any time suspend payments to the CGIAR Trust Fund, wholly or in part, if funds from the Trust Fund are not used in accordance with any applicable Fund Use Agreement.
- 1.5 Before taking such action, the Funder will consult with the System Organization and the [Parties] [Participants] will endeavor to identify ways and means to manage the suspension, thereby mitigating impact on implementation of CGIAR Research until such time that the suspension may be lifted. Following such consultation, should the Funder wish to suspend payments to the CGIAR Trust Fund, it will notify the System Organization in writing, with a copy to the Trustee, of such decision to suspend such payments until such time that the Funder notifies the System Organization in writing, with a copy to the Trustee, to resume any such payments.

## 8. **Termination**

- 1.6 The System Organization or the Funder may terminate this Funding [Agreement] [Arrangement] upon 90 calendar days' written notice.
- 1.7 If either the System Organization or a Funder sends a notice to terminate this Funding [Agreement] [Arrangement], the Funder may send a ninety (90) calendar days' prior written notice to the System Organization and the Trustee, requesting a withdrawal of any portion or all of its Funder's Share calculated as of the end of the notice period.

## 9. **Return of Funds**

- 1.8 **Return of Funds to Funders.** The Funder may request the return of a pro rata share of any refunds made to the Trust Fund. In case of such request from such Funder, the System Organization will request the Trustee to calculate Funder's pro rata share of the refunds made in the same manner that the Trustee calculates Funder's Share as set out in the Trustee Agreement based on the Window identified by the System Organization as pertaining to the refunds.
- 9.1. **Reallocation of Returned Funds.** The System Organization will reallocate any portion of the Window 1, 2 and 3 Funds refunded to Window 1 of the Trust Fund which is not returned to Funders. Such reallocation will be carried out in accordance with the procedures for allocation of Unrestricted Funding under the CGIAR System Charter and the CGIAR System Framework.

## 10. **Dispute Settlement**

The [Parties] [Participants] will use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Funding [Agreement] [Arrangement].

## 11. **Entire Agreement and Amendments**

- 1.9 This Funding [Agreement] [Arrangement] including the Cover Pages, Annex 1 (CGIAR Glossary), Annex 2 (Standard Provisions) and Annex 3 (CGIAR System Framework) constitutes the entire [agreement] [arrangement] between the [Parties] [Participants] with respect to the subject matter hereof and supersedes all prior and contemporaneous communications and proposals, whether electronic, oral or written, between the [Parties] [Participants] with respect to such subject matter.
- 1.10 This Funding [Agreement] [Arrangement] may only be amended by written, signed agreement between the Funder and the System Organization, with the following exceptions: (i) the CGIAR Glossary and Standard Provisions may be amended by approval of the System Council after consultation with the System Management Board, and (ii) the CGIAR System Framework may be amended in accordance with its terms, with any amendment to the CGIAR Glossary, the Standard Provisions or the CGIAR System Framework automatically incorporated into this Funding [Agreement] [Arrangement] as and when such amendment becomes effective without the need for further written agreement between the Funder and the System Organization; provided that such amendment to the CGIAR Glossary, Standard Provisions or CGIAR System Framework does not conflict with other terms of this Funding [Agreement] [Arrangement].
12. **Assignment**
- This Funding [Agreement] [Arrangement] will not be assigned by the System Organization without the prior written consent of the Funder.
13. **Continuing Effect**
- After termination of this Funding [Agreement][Arrangement], the System Organization's obligations will continue to survive to the extent they relate to the funds provided or activities funded by the Funder under this Agreement.
14. **Counterparts**
- This Funding [Agreement] [Arrangement] may be signed in one or more counterparts, each of which will be deemed an original but all of which will be considered one and the same [agreement] [arrangement]. Copies of signed counterparts transmitted by facsimile or other electronic transmission service will be considered original signed counterparts for purposes of this Funding [Agreement] [Arrangement].
15. **Effective Date**
- Each of the [Parties] [Participants] represents, by confirming its agreement below, that it is authorized to enter into this Funding [Agreement] [Arrangement] and act in accordance with these terms. The [Parties] [Participants] are requested to sign and date this Funding [Agreement] [Arrangement] and this Funding Agreement will become effective on the date of the last signature.

[ACKNOWLEDGED AND AGREED] [SIGNED]

[Funder]

CGIAR System Organization

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## CGIAR GLOSSARY

(Annex 1 of the Funding Agreement or Arrangement, the Financial Framework Agreement and the Window 3 Side Agreement or Arrangement)

Pursuant to decision SC/M14/DP5 of the System Council taken on 16 December 2021, the CGIAR GLOSSARY is:

- Effective from 1 January 2022; and
- With respect to Financial Framework Agreements, is applicable only to the agreements entered into between the System Organization and those Centers and organizations that have adopted One CGIAR unified governance

<b>Annual Allocation</b>	means in respect of each Initiative or Platform an estimated annual amount expected to be allocated to such Initiative or Platform from Window 1 and/or Window 2.
<b>Bilateral Funding</b>	means funding that flows directly (not through the Trust Fund) from Funders to Centers in support of CGIAR Research.
<b>Centers</b>	is defined in the CGIAR System Framework.
<b>CGIAR Branding Guidelines</b>	means the branding guidelines for the CGIAR System as updated from time to time.
<b>CGIAR Glossary</b>	means this glossary as may be amended from time to time by the System Council after consultation with the System Board.
<b>CGIAR Initiative or Initiative</b>	means a research program approved by the System Council for implementation by CGIAR Legal Entities and CGIAR System Partners in support of the CGIAR Strategy and Results Framework.
<b>CGIAR Legal Entity</b>	is defined in the CGIAR System Framework.
<b>CGIAR Policy</b>	is defined in the CGIAR System Framework.
<b>CGIAR Portfolio</b>	is defined in the CGIAR System Framework.
<b>CGIAR Research</b>	is defined in the CGIAR System Framework.
<b>CGIAR Research Program or CRP</b>	means a CGIAR Initiative.
<b>CGIAR Strategy and Results Framework or SRF</b>	is defined in the CGIAR System Framework.
<b>CGIAR System</b>	is defined in the CGIAR System Framework.
<b>CGIAR System Charter</b>	is defined in the CGIAR System Framework.

<b>CGIAR System Framework</b>	is the framework document entitled “CGIAR System Framework” that sets forth the structure of the CGIAR System, dated 17 June 2016, as may be amended from time to time in accordance with its terms.
<b>CGIAR System Organization</b>	is defined in the CGIAR System Framework.
<b>CGIAR System Partners</b>	is defined in the CGIAR System Framework.
<b>CGIAR Trustee Agreement</b>	means the agreement by and between the System Organization and the World Bank as Trustee on the terms and conditions for the administration of the CGIAR Trust Fund (MTO No. 069033), dated 8 March 2017, as may be amended from time to time in accordance with its provisions.
<b>Conflict of Interest</b>	means any situation where the impartial and objective exercise of the functions of anyone acting on behalf of an entity is, or may be, compromised for reasons involving his or her family, personal life, political or national affinity, economic interests or any other connection or shared interest with another person.
<b>Contribution</b>	means, with respect to each Contribution Agreement or Contribution Arrangement, as the case may be, the total amount expressed as the respective Funder’s contribution to the Trust Fund in such Contribution Agreement or Contribution Arrangement, as such amount of funds may be supplemented through amendments to such Contribution Agreement or Contribution Arrangement from time to time; and together for all Funders entering into Contribution Agreements or Contribution Arrangements, “Contributions”.
<b>Contribution Agreement or Contribution Arrangement</b>	means the agreement or arrangement, as the case may be, entered into between the Trustee and a Funder in respect of the Funder’s contribution to the Trust Fund; and together the “Contribution Agreements and Arrangements” or “Contribution Agreements or Arrangements,” as the case may be.
<b>Cost Sharing Percentage or CSP</b>	means the annual cost-sharing percentage that is charged to funds in order to cover the costs of the CGIAR System entities.

<b>Decision Letter</b>	means a document issued under and as part of a Financial Framework Agreement by the System Organization to a Center with respect to Window 1, 2 and 3 Funds, including any new terms of use for such funds.
<b>Financial Framework Agreement</b>	means an agreement entered into between the System Organization and each Center, setting out the use and administration of Window 1, 2 and 3 Funds disbursed to the Center, as amended, modified and supplemented from time to time.
<b>Financial Guidelines No. 5, CGIAR Cost Allocation Guidelines</b>	means the CGIAR Policy on cost allocation, dated December 2008, as may be amended from time to time.
<b>Financial Guidelines No. 6, CGIAR Procurement of Goods, Works and Services Guidelines</b>	means the CGIAR Policy on procurement, dated April 2008, as may be amended from time to time.
<b>Financial Irregularities</b>	means, with respect to Window 1, 2 and 3 Funds, any kind of: <ul style="list-style-type: none"> <li>a. corruption, including bribery, nepotism and illegal gratuities;</li> <li>b. misappropriation of cash, inventory and all other kinds of assets;</li> <li>c. financial and non-financial fraudulent statements; or</li> <li>d. other use not in accordance with the agreed work programs and financing plans.</li> </ul>
<b>Funders</b>	is defined in the CGIAR System Framework.
<b>Fund Use Agreement</b>	means any of the Contribution Agreements and Arrangements, the CGIAR Trustee Agreement, the Funding Agreements and Arrangements, the Financial Framework Agreements, and the Window 3 Side Agreements and Arrangements.
<b>Funding Agreement or Funding Arrangement</b>	means the agreement or arrangement, as the case may be, entered into between the System Organization and a Funder in respect of the Funder's Contribution setting forth the terms for either: (i) the use and administration of such Contribution, or (ii) the provision, use and administration and use of such Contribution; and collectively the "Funding Agreements and Funding Arrangements" or "Funding Agreements or Funding Arrangements".
<b>Funder's Share</b>	is defined in the CGIAR Trustee Agreement.

<b>Indicative Funding</b>	means an amount of funds endorsed by the System Council to be provided from the Window 1 and Window 2 of the CGIAR Trust Fund for a CGIAR Initiative or Platform over the life of such CGIAR Initiative or Platform.
<b>Lead Center</b>	means a Center, as relevant.
<b>Legacy Projects</b>	means those projects for which Bilateral Funding has been committed under agreements or arrangements entered into before 13 May 2011 <u>and for which no annual budget is to be prepared</u> , but do not include projects funded by additional funding committed after such date under such agreements or arrangements.
<b>Participating Center</b>	means a Center, as relevant, receiving Window 1, 2 or 3 Funds.
<b>Platform</b>	means a set of activities that enhance the results of CGIAR Research in each impact area eligible to receive Window 1 Funds.
<b>Program Participant</b>	means a CGIAR System Partner or Center, as relevant, receiving Window 1, 2 or 3 Funds.
<b>Provisional Account</b>	is defined in the CGIAR Trustee Agreement.
<b>Standard Provisions</b>	means the standard provisions setting out the terms governing the use and administration of the Window 1, 2 and 3 Funds as adjusted for a (i) Funding Agreement or (ii) Financial Framework Agreement.
<b>Subagreement</b>	means a grant or contract between a Center on one hand and a Program Participant on the other for the implementation of CGIAR Research activities.
<b>SRF</b>	means the CGIAR Strategy and Results Framework.
<b>System Costs</b>	means the administrative costs of CGIAR as approved by the System Council from time to time.
<b>System Cost Financing Policy</b>	means the CGIAR Policy on financing System Costs dated May 4, 2011, as may be amended from time to time.
<b>System Organization</b>	means the CGIAR System Organization.
<b>System Management Board</b>	means the System Board, as defined in the CGIAR System Framework.

<b>System Management Office</b>	means the System Organization.
<b>Trustee</b>	means the World Bank in its capacity as trustee of the Trust Fund.
<b>Trust Fund or CGIAR Trust Fund</b>	means the CGIAR Trust Fund (MTO No. 069033) administered by the Trustee under the Trustee Agreement.
<b>Unrestricted Funding</b>	is defined in the CGIAR System Framework.
<b>Window 1</b>	is defined in the CGIAR Trustee Agreement.
<b>Window 1 and Window 2 Funds</b>	means funds disbursed from the Trust Fund through Window 1 and Window 2, and any income earned thereon.
<b>Window 1, 2 and 3 Funds</b>	means funds disbursed from the Trust Fund through Window 1, Window 2 and/or Window 3 and any income earned thereon.
<b>Window 2</b>	is defined in the CGIAR Trustee Agreement.
<b>Window 3</b>	is defined in the CGIAR Trustee Agreement.
<b>Window 3 Funds</b>	means funds disbursed from the Trust Fund through Window 3, and any income earned thereon.
<b>Window 3 Side Agreements or Window 3 Side Arrangements</b>	means the agreement or arrangement, as the case may be, entered into between a Funder and a Center in respect of the portion of the Funder's Contribution to Window 3.
<b>World Bank</b>	means the International Bank for Reconstruction and Development.



## STANDARD PROVISIONS

(Annex 2 of the Funding Agreement or Annex 2 of the Financial Framework Agreement)

### Interpretation note:

These **Standard Provisions** will be adjusted accordingly depending on whether they are to be attached to an agreement between:

- (i) The CGIAR System Organization ('System Organization') and a Funder ('Funding Agreement'); or
- (ii) An agreement between the System Organization and the Centers ('Financial Framework Agreement').

As the document is reviewed:

- **Green highlighted sections** are applicable to both agreements listed above;
- **Yellow highlighted sections** are applicable to the Funding Agreement ('upstream' agreement); and
- Non-highlighted sections are applicable to the Financial Framework Agreements ('downstream' agreement).

Therefore, reading the yellow and green sections together adapts the Standard Provisions for the Funding Agreement and reading the non-highlighted sections and the green sections together adapts the Standard Provisions for the Financial Framework Agreements.

## STANDARD PROVISIONS

The following Standard Provisions set out the terms governing the use and administration of the portions of the Contributions transferred from the Trust Fund to support the activities of the System Organization and for CGIAR Research.<sup>1</sup>

### 1. Responsibilities over the Window 1, 2 and 3 Funds

#### 1.1. Window 1 and Window 2 Funds.

- 1.1.1. [Funding from Window 1 and 2 of the Trust Fund will be disbursed from time to time for the activities of the System Organization (including the System Costs) and for CGIAR Research.] [Funding from Window 1 and 2 of the Trust Fund will be disbursed from time to time for the activities of an approved CRP or Platform. The Lead Centers receiving such Window 1 and Window 2 Funds will make further disbursements of such funds to Program Participants for such CRP or Platform. Program Participants receiving such funds may also make further disbursements.]
- 1.1.2. [The System Organization will have fiduciary responsibility] [Lead Centers are responsible to the System Organization] for the use of Window 1 and Window 2 Funds [they receive] and will therefore:
- a. ensure that the Window 1 and Window 2 Funds are used exclusively for their intended purposes;
  - b. ensure that the Window 1 and Window 2 Funds are administered, used and expended in accordance with the [CGIAR System Charter, the CGIAR System Framework and [the applicable Fund Use Agreements entered into by it] [this Agreement], including by taking corrective action with respect to Window 1 and Window 2 Funds not used in accordance with [the relevant Fund Use] [this Agreement] [or applicable Subagreement];
  - c. monitor, evaluate, and provide quality assurance and financial and performance reporting for activities funded by Window 1 and Window 2 Funds in accordance with these Standard Provisions.
- 1.1.3. [Participating Centers receiving Window 1 and Window 2 Funds from a Lead Center have the same responsibilities as set out above in paragraph 1.1.2 towards the Lead Center with respect to such funds.]

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<sup>1</sup> As noted in the CGIAR Glossary, for the purpose of these Standard Provisions only, the term "Center" will also include any Lead Center that is not also a CGIAR Research Center.

## 1.2. Window 3 Funds.<sup>1</sup>

- 1.2.1. Window 3 Funds are directed by Funders to individual Centers. Funders may designate specific amounts to specific Centers for use by the Centers; provided such funds are used to implement aspects of the SRF and provided further that such funds are used in accordance with CGIAR Policies. Designations of Window 3 Funds by Funders to Centers are not subject to review, allocation or approval by the System Organization [or the Lead Center of any CRP or Platform in which the Center receiving such Window 3 Funds is participating]. [Each Center will be responsible for the use of Window 3 Funds it receives.]
- 1.2.2. [A Center receiving Window 3 Funds is responsible for the use of such funds and will:
- a. ensure that Window 3 Funds are used exclusively for their intended purposes;
  - b. ensure that Window 3 Funds are administered, used and expended in accordance with the applicable Fund Use Agreements to which it is a party, including by taking corrective action with respect to those funds not used in accordance with such documents;
  - c. monitor, evaluate as applicable, and provide quality assurance and financial and performance reporting for activities funded by Window 3 Funds in accordance these Standard Provisions Applicable to Centers.
  - d. should the Window 3 Funds be mapped to a CRP or Platform, continuously inform the Lead Center and the project management unit of such CRP or Platform of the receipt of any Window 3 funds and their use.]
- 1.2.3. The System Organization will not have fiduciary or programmatic responsibility over, or responsibility to supervise or monitor, Window 3 Funds.
- 1.2.4. The System Organization may, however:
- a. upon request of a Funder providing Window 3 Funds and acting through the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Fund Use Agreements entered into by such Center; and
  - b. in consultation with the relevant Funder providing Window 3 Funds and the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Financial Framework Agreement entered into by such Center.
- 1.2.5. Nothing in the Funding Agreements or Arrangements is intended to preclude Funders and Centers from entering into Window 3 Side Agreements or Arrangements in regard to the terms governing the administration and use of Window 3 Funds. Should a Funder require

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<sup>1</sup> Lead Centers that are not Centers do not receive Window 3 Funds.

additional terms to govern the administration and use of Window 3 Funds other than those set out in these Standard Provisions, such Funder will enter into a Window 3 Side Agreement with the relevant Center. Any Window 3 Side Agreement or Arrangement will be consistent with these Standard Provisions and substantially in the form of Schedule 1 (Form of Window 3 Side Agreement / Arrangement) attached to these Standard Provisions, as may be amended through these Standard Provisions from time to time.

### 1.3. [General Provisions in Respect of the Contributions.]

The Contributions, including the funds, assets and receipts thereof, held in the Trust Fund will be administered in accordance with the terms of the CGIAR Trustee Agreement and Contribution Agreements and Arrangements.]

## 2. [Financial Framework agreements] [Subagreements]

2.1. Application of Terms to Downstream Agreements. [The System Organization will require that all relevant terms and requirements set forth in the Funding Agreements are reflected in the Financial Framework Agreements. The System Organization will require the Centers to ensure that such terms and requirements are reflected in all Subagreements entered into with respect to the Window 1, 2 and 3 Funds. [Each Center will ensure that all relevant terms and requirements set forth in the applicable Fund Use Agreements entered into by it are reflected in any Subagreements it enters into with respect to the Window 1, 2 and 3 Funds.]

2.2. [Due Diligence. Each Center will conduct due diligence and review of the CGIAR System Partners to which it is disbursing funding from the Window 1, 2 and 3 Funds to the extent deemed necessary or appropriate by such Center.]

2.3. Cooperation. [The Financial Framework Agreements will specify that Centers are required to cooperate with the System Organization to ensure that the System Organization is able to fulfil its obligations under the applicable Fund Use Agreements entered into by the System Organization and will require that such term is reflected in all Subagreements entered into with respect to Window 1, 2 and 3 Funds.] [Program Participants are required to cooperate with the applicable Lead Centers and the System Organization as relevant to ensure that each Lead Center and/or the System Organization, as the case may be, is able to fulfil its obligations under the relevant Fund Use Agreements. Lead Centers are required to cooperate with the System Organization with respect to the same.]

## 3. System costs

### 3.1. Bilateral Funding.

3.1.1. Subject to paragraph 3.1.3 below, the CSP will be collected by the System Organization in accordance with the CGIAR Policy on System Costs Financing, as amended from time to time.

3.1.2. It is acknowledged that the CGIAR Policy on System Costs Financing, which will be revised in 2017, is a policy that falls under the purview of the System Council in accordance with Section 6.1(k) of the CGIAR System Framework, and that any amendments to the CGIAR Policy on System Costs Financing will be based on a recommendation from the System Management Board.

3.1.3. Until and unless amended by any revised Policy on System Costs Financing, Centers shall pay the CSP to the System Organization on any Bilateral Funding received for the implementation of CGIAR Research (excluding Center-specific infrastructure-only projects and Legacy Projects) unless this requirement is exceptionally waived by the System Council. The System Organization shall transfer the corresponding funds to the Trust Fund. Unless otherwise agreed by the System Council, if a Center does not pay any CSP which is due, the amount of such CSP which is due may be offset, after the Center has been adequately consulted, against Window 1 Funds that are otherwise to be disbursed to such Center.

3.2. Window 1, 2 and 3 Funds. Neither the System Organization nor Funders will have any obligation to collect or otherwise pay the CSP on funds disbursed through Windows 1, 2 or 3. The Funders, the System Organization and the Centers understand that the Trustee of the CGIAR Fund shall collect the CSP before such funds are disbursed from the Trust Fund.

#### 4. Anti-Terrorism

Recognizing the obligations of countries that are members of the United Nations under various United Nations Security Council resolutions to take measures to prevent financing of terrorists, [The System Organization] [Centers] will, and will require each [Center and] Program Participant to ensure, consistent with its governing arrangements and policies, including those pertaining to combating financing for terrorists, that the Window 1, 2 and 3 Funds are used for their intended purposes and are not diverted to individuals or entities associated with terrorism, as identified in accordance with relevant United Nations Security Council resolutions. Accordingly, [the System Organization] [Centers] will not, and will require [Centers and] Program Participants to not, use such Window 1, 2 and 3 Funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to its knowledge or belief is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or directed to a person or entity, appearing on the Consolidated United Nations Security Council Sanctions List.

#### 5. Lobbying

[The System Organization] [Centers] will, and will require [Centers and] Program Participant to, ensure that no portion of the Window 1, 2 and 3 Funds is earmarked for lobbying activity, defined as attempting to influence legislation (i) through affecting the opinion of the general public or any segment thereof (i.e. grassroots lobbying) or (ii) through communications with any member or employee of a

legislative body, except in the case of both (i) and (ii) to the extent such activities arise inherently in relation to CGIAR Research comprising policy development.

## 6. Electioneering

[The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure that the Window 1, 2 and 3 Funds will not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.

## 7. Financial Irregularities

7.1. Prevention of Financial Irregularities. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, take all reasonable necessary measures to avoid, prevent, detect and manage Financial Irregularities and will therefore:

7.1.1. organize operations and internal control systems in a way that Financial Irregularities are prevented and detected;

7.1.2. cooperate fully to prevent, stop and handle Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research;

7.1.3. require that all staff involved in, and any consultants, suppliers and contractors financed with the Window 1, 2 and 3 Funds refrain from Financial Irregularities.

## 7.2. Requirement to Inform in Respect of Financial Irregularities.

7.2.1. [The System Organization will, and will require Lead Centers and Program Participants to, promptly inform Funders, through the System Council, if there is a credible concern of Financial Irregularities and of the corrective measures initiated. The provisions of this paragraph [6.2] will apply unless and until replaced by the relevant section expected to be included in escalation procedures upon approval by the System Council.] [Participating Centers will promptly inform the System Organization and the relevant Lead Center(s), and will require Program Participants to promptly inform them, if there is a credible concern of Financial Irregularities and of the corrective measures initiated.]

7.2.2. [Lead Centers will promptly inform the System Organization, and will require Program Participants to promptly inform them, if there is a credible concern of Financial Irregularities and of the corrective measures initiated.]

7.2.3. [The provisions of this paragraph [6.2] will apply unless and until replaced by the relevant section expected to be included in escalation procedures upon approval by the System Council.]

7.3. Cooperate with Investigations. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, cooperate fully in the investigations of Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research, whether the investigation is led

by the System Organization, [the Lead Center] or an individual Funder to the Trust Fund.

- 7.4. Corrective Actions in Respect of Financial Irregularities. [Subject to paragraph [1.2.3] of these Standard Provisions, the System Organization] [Centers] will, and will require [Centers and] Program Participants to, consider corrective actions towards any person and/or legal entity as appropriate where there is a credible concern of Financial Irregularities related to [activities of the System Organization or] CGIAR Research.

## 8. Policies

- 8.1. General. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure that Window 1, 2 and 3 Funds are used in accordance with the applicable CGIAR Policies and the relevant entity's own policies and procedures as applicable. All CGIAR Policies applicable to the CGIAR Research will be available on the System Organization's web site.

### 8.2. Use of Materials.

- 8.2.1. [Funders may] [The System Organization may, and in its agreement with Funders may allow Funders to,] reproduce, adapt, translate, publish, disseminate and distribute for non-commercial purposes and free of charge all reports, evaluations, impact assessments and other such similar documents, provided or made available by [Centers to] the System Organization [to Funders].

- 8.2.2. Where appropriate and applicable, [Funders will] [the System Organization will, and in its agreement with] Funders will require Funders to] recognize the source.

- 8.2.3. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure that necessary intellectual property rights are obtained to allow the System Organization to grant the rights referred to under this paragraph [8.23] to be granted. If third party copyright restrictions or attribution requirements apply to such documents, this will be indicated on the documents.

- 8.3. Procurement. In the event that consultants are employed or services or goods are procured with the Window 1, 2 and 3 Funds, [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure that the employment and supervision of such consultants and the procurement of such services or goods will be the responsibility of each entity employing or contracting with such consultants or carrying out such procurement and will be conducted in conformity with the Financial Guidelines Series, No. 6, CGIAR Procurement of Goods, Works and Services Guidelines as updated from time to time, in line with the following basic principles: equal treatment and non-discrimination on grounds of nationality, competition, predictability, transparency, verifiability, proportionality.

### 8.4. Efficiency.

- 8.4.1. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure that Window 1, 2 and 3 Funds are used with due regard to economy and efficiency, and that the highest standards of integrity in the administration of the funds are upheld.
- 8.4.2. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure that Window 1, 2 and 3 Funds are used in accordance with the Financial Guidelines No. 5, CGIAR Cost Allocation Guidelines as amended from time to time, which set forth that cost incurred will be reasonable, allocable and assignable, where the following meanings apply:
- a. "Reasonable". Any cost charged to a project should be reasonable, meaning that it is necessary for the performance of a project and that a prudent person in similar circumstances will incur the same.
  - b. "Allocable". Apart from the costs that are directly assigned, all projects should bear a fair share of costs of the organization's services and institutional expenses. Such costs should be allocated to the projects using an appropriate allocation method.
  - c. "Assignable". If a project directly benefits from an item of cost, such costs should be directly assigned to the project.
- 8.4.3. [The System Organization] [Centers] will require Program Participants, with respect to the Window 1, 2 and 3 Funds received by them, to ensure that cost incurred will be reasonable, allocable and assignable.

## 9. Additional Restrictions on the Use of the Contributions

- 9.1. Investment Income. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure that investment income generated by the Window 1, 2 and 3 Funds, including currency conversion gains, will be used for CGIAR Research or, if not needed for such purposes, returned to the Trustee for deposit into Window 1 to be made available for allocation by the System Council.
- 9.2. Standards.
- 9.2.1. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, carry on operations in accordance with sound administrative, technical, financial, economic, environmental, social, ethical and safety standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers.
  - 9.2.2. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, carry out all regulated research activities under high standards (set with reference to internationally accepted practices) and in accordance with applicable laws and regulations.
- 9.3. Drug Trafficking. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, confirm, that they do not believe that the Window 1, 2 and 3 Funds would be diverted in support of drug trafficking.



- 9.4. **No Taxation.** [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, use best efforts, to the extent allowed by applicable agreements, such as those signed with host governments, and other applicable laws, to ensure that the use of the Window 1, 2 and 3 Funds will be free from any taxation or fees imposed under local laws.
- 9.5. **Responsibility to Inform.** [The System Organization will promptly inform Funders through the System Council should substantial deviation from the CGIAR Research supported with Window 1, 2 and 3 Funds develop and will require Centers to inform it of the same.] [The Participating Centers will promptly inform the Lead Center and System Organization, and the Lead Center will promptly inform the System Organization, should substantial deviation from the CGIAR Research supported with Window 1, 2 and 3 Funds develop.]
- 9.6. **No Discrimination against Persons with Disabilities.** [The System Organization] [Centers] will not, and will require [Centers and] Program Participants, to agree not to discriminate against persons with disabilities in the implementation of activities financed by the Window 1, 2 and 3 Funds, and to make every effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities in performing such activities. To that end, and to the extent this goal can be accomplished within the scope of the objectives of the CGIAR Research, the System Organization, Centers and any Program Participants involved in an activity financed by the Window 1, 2 and 3 Funds should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities consistent with such principles: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) non-discrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities.
- 9.7. **Environmental Safety.** [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, ensure (i) that the Window 1, 2 and 3 Funds are used with due regard to environmental sustainability and (ii) activities are carried out in accordance with local legislation, good international industry practices and the relevant entities' environmental processes and requirements, and in line with the CGIAR Strategy and Results Framework with respect to improve natural resources systems and ecosystems services objectives.
- 9.8. **Insurance.** [The System Organization] [Centers] will, and will require [Centers and] Program Participants to maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the activities funded by Window 1, 2 and 3 Funds in accordance with generally accepted industry standards and as required by law.
10. **Programmatic Monitoring and Evaluations**

## 10.1. Monitoring.

10.1.1. The System Organization will oversee the implementation of the activities being carried out under the CGIAR Portfolio in accordance with the CGIAR System Charter and the CGIAR System Framework.

10.1.2. [Each Lead Center will oversee the implementation of the CRP(s) or Platform it is leading in accordance its rules and procedures and the applicable CGIAR Policies.]

10.1.3. [Each Participating Center will monitor its own implementation of activities being carried out with funding from the Window 1, 2 and 3 Funds in accordance with its rules and procedures and the applicable CGIAR Policies and will collaborate with the Lead Center for each CRP and Platform in which it is participating to enable such Lead Center to fulfil its responsibilities under Paragraph [10.1.2].]

## 10.2. Evaluations.

10.2.1. [The System Organization will ensure that governance and management reviews of Lead Centers and other Centers are periodically commissioned and will carry out its other responsibilities with respect to evaluations in accordance with the CGIAR System Framework and the CGIAR System Charter.] [Centers will, and will require Program Participants to, carry out their responsibilities with respect to evaluations in accordance with their own rules and procedures and the applicable CGIAR Policies.]

10.2.2. [The evaluations which are publicly disclosed can be found at: <http://iea.cgiar.org/evaluations>, or at such other URL as the System Organization may from time to time decide. The System Organization will inform Funders when evaluation reports are disclosed and if there is a change in URL.]

## 10.3. General.

10.3.1. [As set out in the Agreement between the System Organization and each Funder providing funding to the Trust Fund,] Funders will manage their monitoring and evaluation requirements with respect to the CGIAR Portfolio, collectively through the System Council, including relying on the CGIAR Policies, thereby endeavoring not to conduct duplicative evaluations, provided that Funders providing Window 3 Funds may require supplemental monitoring and evaluations with respect to Window 3 Funds, the costs of which, including the internal costs to the System Organization or Center, would be paid by the requesting Funder.

10.3.2. If an individual Funder wishes to request, on an exceptional basis, a review or evaluation of any activities financed with Window 1 and Window 2 Funds, such Funder will consult with a designated representative from the System Organization on the most appropriate scope and terms of reference of such review or evaluation. The designated representative will assist in arranging for such review or evaluation. The costs of any such review or evaluation, including the internal costs of the System Organization or Center with respect to such review or evaluation, will be paid by the requesting Funder.

10.3.3. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, collaborate on any monitoring or evaluations conducted in connection with CGIAR

Research activities funded with the Window 1, 2 and 3 Funds.

## 11. Reporting

### 11.1. Annual Audited Financial Statements.

11.1.1. The System Organization will provide to Funders, through the System Council, audited financial statements of (i) the System Organization and (ii) each Center, as provided by the respective independent auditor of each such entity. [Centers will provide to the System Organization their audited financial statements, as provided by the respective independent auditor of each Center.]

11.1.2. Such audited financial statements will be prepared in accordance with International Financial Reporting Standards or U.S. Generally Accepted Accounting Principles and in each case audited by an independent certified auditor of international standard in accordance with international audit standards. Such statements will be prepared as of 31 December of each year to be submitted within six (6) months of the end of each calendar year.

### 11.2. [System-Level Financial Reports] [CRP and Platform Financial Reports].

11.2.1. [The System Organization will prepare and provide to Funders no later than six months after the end of the calendar year, through the System Council, (i) an aggregated annual financial report for the System Organization and Centers which will include a financial summary based on the audited financial statements of the System Organization and Centers and (ii) a financial summary of each CRP and Platform.]

11.2.2. [The System Organization will provide to Funders, through the System Council, such other financial progress reports prepared in a form and substance and frequency as may be determined by the System Council from time to time.] [Lead Centers will provide to the System Organization, and Participating Centers will provide to the Lead Centers, financial progress reports with respect to the CRPs and Platforms, prepared in a form and substance and frequency as may be determined by the System Council from time to time.]

### 11.3. System-Level Programmatic Reports.

#### 11.3.1. Activity, Output, Outcome and Impact Reporting.

- a. [The System Organization will provide to Funders, in form and substance satisfactory to the System Council, a programmatic report on the CGIAR Portfolio.] [Each Participating Center will provide to each Lead Center a programmatic report on the CRP or Platform in which it is participating; and each Lead Center will provide to the System Organization a consolidated programmatic report on the CRP(s) or Platform it is leading.]
- b. The programmatic report[s] will be provided on an annual basis and, unless decided otherwise by the System Council, will include:

- (i) An evidence-based assessment of progress on or toward the achievement of expected outputs and outcomes and, if possible, a description of the likelihood of the impact being achieved, which includes evidence of performance using actual data on output and outcome level performance indicators in comparison to baseline where available, and targets, with such data available through web links provided by the System Organization;
  - (ii) An assessment of challenges in implementing activities under the relevant CRP or Platform;
  - (iii) An assessment of implementation and achievements of the System Organization's Gender strategy with respect to the relevant CRP or Platform; and
  - (iv) Total spending on the CGIAR Portfolio from all funding sources.
- c. Until such time that the System Council approves an integrated framework for a performance management system for CGIAR Research which will include requirements for reporting on the system level outcomes relating to environment, the [System Organization] [Centers] will require [Centers and] Program Participants to provide reports that highlight progress and challenges on environmental issues that affect significantly and/or arise from the implementation of the activities under the CGIAR Portfolio, which reports are already required to be prepared by the Lead Centers and Participating Centers pursuant to their policies, procedures or some other regulation.

#### 11.3.2. Final Report.

- a. [Within six (6) months of the completion of a CRP or Platform, the System Organization will provide to Funders a final narrative report on such CRP or Platform][Within six (6) months of the completion of a CRP or Platform, each Participating Center will provide to the relevant Lead Center(s) a final narrative report on the CRP or Platform in which it is participating; and each Lead Center will provide to the System Organization a consolidated programmatic final report on the CRP(s) or Platforms it is leading].
- b. The Final Reports will include the information requested in the above paragraph [11.3.1] over the course of the relevant CRP or Platform and a summary of considerations identified in the above paragraph [11.3.1.b.] and how the relevant CRP or Platform is ensuring the sustainability of results achieved.

11.3.3. Responsibilities with respect to Programmatic Reporting. Participating Centers will provide to the Lead Center such information as is necessary to allow the Lead Center to comply with its reporting obligations under this paragraph [11].

#### 11.4. Annual Report [on All CGIAR Research].

[The System Organization will provide an annual programmatic summary on the activities of the System Organization and all CGIAR Research.] [Each Center will provide an annual report on its activities conducted outside of the CRPs and Platforms but within the SRF to the System Organization.]

#### 11.5. General.

##### 11.5.1. Maintain Books and Records.

- a. [The System Organization] [Centers] will, and will require [Centers and] to: (i) maintain books, records, documents and other evidence in accordance with International Financial Reporting Standards or United States Generally Accepted Accounting Principles as applicable, and (ii) ensure that will require any other Program Participants to maintain books, records, documents and other evidence in accordance with applicable accounting policies.
- b. [The System Organization][Centers] will, and will require [Centers and] Program Participants to (i) retain all relevant records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures related to the [System Costs and the] CGIAR Research activities financed by the Window 1, 2 and 3 Funds for at least 7 years after the date on which the concerned entity provided a final report on such funds for the relevant activities, and (ii) permit designated representatives of the System Council [and System Organization] reasonable access during business hours to examine such records.

11.5.2. Information. [The System Organization will provide to Funders, and will require each Lead Center and Center to provide to it or to Funders as the case may be, upon reasonable request, all information reasonably available to it relevant to the implementation and progress of the CGIAR Research funded by the Window 1, 2 and 3 Funds.] [Each Participating Center will provide to the relevant Lead Center and System Organization, upon reasonable request, all information reasonably available to it relevant to the implementation and progress of the CGIAR Research funded by the Window 1, 2 and 3 Funds and the Lead Centers will provide such information to the System Organization upon reasonable request.]

11.5.3. Inspection. [The System Organization will permit any Funder or its designee] [Centers will], and will require Lead Centers and any Program Participant to, permit the [relevant Lead Center], the System Organization and/or Funders or their designee, as the case may be, to carry out inspection at any time during the period in which CGIAR Research funded by the Window 1, 2 and 3 Funds is being implemented. Any such inspection will be performed during the relevant organization's normal business hours and will not unreasonably interfere with business operations. Any costs incurred by [the System Organization or] any Center with respect to an inspection requested by a Funder (i.e., unilaterally and not through the System Council), will be paid by the requesting Funder.

11.5.4. **Statement of Assurance.** [Upon request by a Funder, the System Organization will provide such Funder, through the System Council, a copy of a letter of representation from any Center, the System Organization (to be substantially in a form acceptable to the System Council), providing assurance on adequate internal control systems.] [Upon request by the System Organization, Centers will provide the System Organization a copy of letters of representation (to be substantially in a form acceptable to the System Council), providing assurance on adequate internal control systems.]

11.5.5. **Change in Reporting Requirements.** Unless decided otherwise by the System Council and/or System Management Board as the case may be, any change in the form or substance or periodicity of a programmatic or financial report will become effective only in the following calendar year.

## 11.6. Additional Audits / Financial Reviews / Programmatic Reporting.

11.6.1. [As set out in the Funding Agreements between the System Organization and each Funder providing funding to the Trust Fund,] Funders will manage their audits, financial reviews and programmatic reporting with respect to the Window 1, 2 and 3 Funds collectively through the System Council, including relying on the CGIAR Policies, thereby endeavoring not to require duplicative reporting, provided that Funders may require supplemental audits, financial reviews and programmatic reporting with respect to Window 3 Funds pursuant to their Window 3 Side Agreements, the costs of which would be paid by the requesting Funder.

11.6.2. [As set out in the Funding Agreements between the System Organization and each Funder providing funding to the Trust Fund] if a Funder wishes to request, on an exceptional basis, that the System Organization, a Center or a Program Participant have an external audit or provide additional financial reviews or programmatic reports with respect to Window 1 and Window 2 Funds, and the requesting Funder has a statutory, regulatory or policy environment requiring such Funder's ability to make such a request unilaterally, such Funder will decide with the System Organization and the relevant Lead Center and Program Participant on the most appropriate scope and terms of such audit, review or reporting. The costs of which, including the internal costs of the System Organization and any Center with respect to such additional audits, reviews or reporting, will be paid by the requesting Funder.

11.6.3. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, collaborate on any audits, financial reviews and programmatic reporting conducted in connection with CGIAR Research activities.

## 12. Limitation of Liabilities

In providing funds under the Contribution Agreements or Arrangements or Funding Agreements or Arrangements, Funders do not accept [nor does the System Organization accept] any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of activities with funds from the Trust Fund.

### 12.1. No Additional Obligations.

- 12.1.1. [No individual Funder will be obligated to reimburse the System Organization or any other recipient of the Window 1, 2 and 3 Funds for costs incurred in excess of the total amount committed in the relevant Contribution Agreement or Arrangement or Funding Agreement or Arrangement.] [Neither an individual Funder nor the System Organization will be obligated to reimburse a Center or any other recipient of the Window 1, 2 and 3 Funds for costs incurred in excess of the total amount provided to Centers under the relevant Decision Letters.]
- 12.1.2. [The System Organization will only require Lead Centers and other Centers] [Centers are only required] to incur costs for and carry out research activities for the amount of funds actually received by them under the applicable Fund Use Agreements [or Subagreements] entered into by them. For the avoidance of doubt, in the event funding is suspended under an applicable Fund Use Agreement or [Subagreement or] an applicable Fund Use Agreement [or Subagreement] is terminated, Centers are required to carry out all of the activities for which funding has been provided under the applicable Fund Use Agreement or [Subagreement] or to refund funds to the Trust Funds in accordance with paragraph [16] of these Standard Provisions.

### 13. Conflict of Interest

- 13.1. Avoiding Conflicts of Interest. [The System Organization] [Centers] will, and will require [Centers and] Program Participant to, take all necessary precautions to avoid or manage any Conflicts of Interest in all matters related to the Window 1, 2 and 3 Funds.
- 13.2. Resolving Conflicts of Interest. If a Conflict of Interest occurs, [the System Organization] [Centers] will take, and require [Centers and] Program Participants to, take, without delay, all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

### 14. Acknowledgement of Funders

All communications products on CGIAR Research funded by the Window 1, 2 and 3 Funds, whether online or in hard copy form (e.g., publications, press releases, newsletters, website stories, blogs, posters, etc.), must acknowledge support received from Funders in accordance with the CGIAR Branding Guidelines as updated from time to time.

15. [Suspending Transfers of funding from Window 1 and Window 2] [Suspending Transfers of Window 1 and Window 2 Funds]
- 15.1. The System Organization may, at any time, suspend transfers of funding from Window 1 and Window 2 allocated to a specific Lead Center or instruct a Lead Center to suspend transfers of Window 1 and 2 Funds allocated to a Participating Center, wholly or in part, if the System Organization has a credible concern that the Window 1, 2 and 3 Funds are not used in accordance with the applicable Fund Use Agreements entered

into by such Lead Center or Center. The System Organization will notify Funders through the System Council of such suspensions.

- 15.2. Before such action is taken, the System Organization will consult with the System Council as well as the relevant Lead Center and, and the relevant Center, if applicable, and the System Organization and such Lead Center and/or Center will endeavor to identify ways and means to manage the suspension and mitigate impact on implementation of CGIAR Research until such time that the suspension may be lifted.
- 15.3. [A Lead Center may, on its own without instructions from the System Organization, suspend transfers of Window 1 and Window 2 Funds to a specific Participating Center, wholly or in part, if there is a credible concern the Window 1, 2 and 3 Funds are not used in accordance with the applicable Fund Use Agreements or Subagreements entered into by such Participating Center.]
- 15.4. [Before such action is taken, the Lead will consult with the System Organization and the relevant Participating Center and the parties will endeavor to identify ways and means to manage the suspension and mitigate impact on implementation of CGIAR Research until such time that the suspension may be lifted.]

## 16. Return of Funds

### 16.1. Unexpended or Uncommitted Funding

- 16.1.1. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, promptly return any portion of the Window 1 and Window 2 Funds that is unexpended or uncommitted at the completion of the CRP or Platform for which it was provided (including approved extensions) or at the termination of a Financial Framework Agreement between the System Organization and a Center unless decided otherwise by the System Council. Such returned funds will be deposited to Window 1 of the Trust Fund.
- 16.1.2. At the written direction of an individual Funder, the System Organization will require Centers to promptly return any portion of Window 3 Funds that are unexpended or uncommitted at the completion of the CGIAR Research for which it was provided (including approved extensions). Such returned funds will be deposited to Window 1, Window 2 or Window 3 of the Trust Fund as directed by the Funder that contributed such funding.

### 16.2. Misused Funds

- 16.2.1. [The System Organization] [Centers] will, and will require [Centers and] Program Participants to, refund any portion of Window 1 and Window 2 Funds not used in accordance with the applicable Fund Use Agreements or Subagreement, and such funds will be deposited to the Window 1 of the Trust Fund.
- 16.2.2. Subject to paragraph [1.2.3] of these Standard Provisions, the System Organization will require Centers to refund any portion of the Window 3 Funds not used in accordance with the



applicable Fund Use Agreement, and such Funds will be deposited to Window 1, Window 2 or Window 3 of the Trust Fund as directed by the Funder that contributed such funding.

**17. Inconsistency**

In the event of any inconsistency between the Cover Agreement [or Arrangement] and these Standard Provisions, these Standard Provisions will prevail.

**18. Amendments**

These Standard Provisions may only be amended by approval of the System Council, after consultation with the System Management Board. The System Organization will promptly notify the [Funders] [Centers] in writing of any such amendments to these Standard Provisions.

## Schedule 1 of the Standard Provisions Form of Window 3 Side Agreement or Arrangement

This Window 3 Side [Agreement] [Arrangement] is entered into between \_\_\_\_\_ [insert name of Funder] (the "Funder") and \_\_\_\_\_ [insert name of Center] (the "Center") (the "[Parties] [Participants]", and each, a "[Party] [Participant]"). Capitalized terms not defined in this Window 3 Side [Agreement] [Arrangement] are used as defined in the CGIAR Glossary attached to this [Agreement] [Arrangement] as Annex 1.

WHEREAS, the Funder has entered into (i) a [Contribution [Agreement] [Arrangement] with the World Bank as Trustee of the CGIAR Trust Fund (MTO No. \_\_\_\_\_) effective [insert date] to provide a Contribution to support the activities of the System Organization and for CGIAR Research and (ii) a Funding Agreement with the CGIAR System Organization effective [insert] which includes Standard Provisions on the use and administration of such funding.

WHEREAS, pursuant to the Contribution [Agreement] [Arrangement], the Funder has decided to provide its Contribution, or [a] portion[s] thereof, to Window 3 [directed by the Funder to [insert CGIAR Research Center]].

WHEREAS the Funding [Agreement] [Arrangement] permits Funders to enter into side agreements with Centers on the terms governing the administration of Window 3 Funds provided such side agreements are consistent with the Standard Provisions of the Funding [Agreement] [Arrangement] and substantially in the form of the Window 3 Side Agreement or Arrangement attached to the Standard Provisions which are annexed to the Funding Agreement.

WHEREAS the Center has entered into a Financial Framework Agreement with the System Organization which includes Standard Provisions Applicable to Centers, it being understood that such standard provisions implement the requirements of the Standard Provisions incorporated into the Funding Agreement.

NOW THEREFORE, the [Parties] [Participants] [agree] [decide] as follows:

1. The Center will use and administer the Window 3 Funds directed by the Funder to the Center in accordance with (i) the Standard Provisions Applicable to Centers annexed to the Financial Framework Agreement it has entered into (attached hereto as Annex 3, and which constitute an integral part of this Window 3 Side [Agreement] [Arrangement]) and (ii) any additional terms and conditions specified in Annex 1 of this Window 3 Side [Agreement] [Arrangement] (the "Window 3 Additional Requirements") provided that such Window 3 Additional Requirements are consistent with the Standard Provisions and Sections 1-14 herein.
2. In the event the Window 3 Additional Requirements are inconsistent with the Standard Provisions Applicable to Centers or with Sections 1-14 herein, the Standard Provisions Applicable to Centers and Sections 1-14 herein, respectively, will prevail to the extent required to resolve the inconsistency.
3. The Center will prepare and provide to the Funder semi-annual technical reports and quarterly financial reports on the use of the Window 3 Funds.
4. The Funder may require supplemental audits, financial reviews and programmatic reporting with respect to the Window 3 Funds, the costs of which would be paid by the Funder.

5. In addition to its obligation to inform the System Organization pursuant to the Standard Provisions Applicable to Centers, the Center will promptly inform the Funder if there is a credible concern of Financial Irregularities with respect to the Window 3 Funds and of the corrective measures initiated.
6. The [Parties] [Participants] will use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Window 3 Side [Agreement] [Arrangement]. If the Funder identifies issues in relation to the use of the Contribution under this Window 3 Side [Agreement][Arrangement] that it expects would affect other Funders, then the Funder will, to the extent practicable, consult with other Funders through the System Council and seek resolution through the System Council.
7. Funder and Center acknowledge that, pursuant to the Funding [Agreement] [Arrangement] and Financial Framework Agreement, the CGIAR System Organization may take corrective action, in consultation with Funder and the System Council, in the event the Center fails to use Window 3 funds in accordance with any applicable Fund Use Agreements entered into by it.
8. [Nothing in or relating to this Window 3 Side [Agreement] [Arrangement] will be deemed to be a waiver of any privileges and immunities of the Funder [or of the Center]].
9. The Funder may terminate this Window 3 Side [Agreement] [Arrangement] upon 90 calendar days' written notice.
10. This Window 3 Side [Agreement] [Arrangement] is neither a contract for services nor a contract of service or employment. No provision in this Window 3 Side [Agreement] [Arrangement] creates or may create a joint venture, an association, or a partnership, employment or agency relationship, between the Funder and the Center or any Program Participant.
11. The Center will not assign this Window 3 Side [Agreement] [Arrangement] without the prior written consent of the Funder.
12. This Window 3 Side [Agreement] [Arrangement] may only be amended by written, signed agreement between the Funder and the Center; with the following exceptions (i) the CGIAR Glossary and the Standard Provisions may only be amended by approval of the System Council after consultation with the System Management Board, with any such amendment to the CGIAR Glossary or Standard Provisions automatically incorporated into this Window 3 Side Agreement as and when such amendment becomes effective without the need for further written agreement between the System Organization and Center; provided that such amendment to the CGIAR Glossary or Standard Provisions does not conflict with other terms of this Window 3 Side Agreement.
13. It is understood that the Window 3 Funds provided by the Funder to the Trust Fund and designated for the Center in the Contribution [Agreement][Arrangement] are consideration for this Window 3 Side Agreement.
14. Funder and Center [agree] [decide] that this Window 3 Side Agreement is substantially in the form of the Window 3 Side [Agreement] [Arrangement] annexed to the Funding Agreement as is required in the event a Funder and Center enter into a side agreement concerning the activities funded by Windows 3 Funds.

ACKNOWLEDGED AND AGREED

[Funder]

[Center]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexes:**

Annex 1 CGIAR Glossary

Annex 2 Window 3 Additional Requirements

Annex 3 Standard Provisions Applicable to Centers

**TEMPLATE OF CONTRIBUTION AGREEMENT/ARRANGEMENT<sup>1</sup>**

***Trust Fund Contribution [Arrangement][Agreement]  
Between the [insert the name of Funder] and the International Bank for  
Reconstruction and Development as Trustee of the CGIAR Trust Fund (MTO  
No. 069033)***

**[WHEREAS,]<sup>2</sup>**

(A) The CGIAR System Organization (the “System Organization”) 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”) entered into the Agreement on the Terms and Conditions for the Administration of the CGIAR Trust Fund (including all annexes attached thereto, which constitute an integral part thereof), dated [ ], as may be amended from time to time in accordance with its provisions (the “CGIAR Trustee Agreement”);

(B) Pursuant to the CGIAR Trustee Agreement, the Trustee established the Trust Fund for the purpose of allowing Funders (as defined in the CGIAR Trustee Agreement) to make funding available on a coordinated basis, to support the activities of CGIAR; [and]

(C) The \_\_\_\_\_ *[insert name of Funder]* (the “Funder”) has decided to provide contributions to the Trust Fund in accordance with and subject to the provisions of this Contribution [Agreement][Arrangement]; [and]

(D) The Funder has entered into, or will enter into, a Funding [Agreement][Arrangement] with the System Organization with respect to the Funder’s contribution to the Trust Fund (the “Funding [Agreement][Arrangement]”), setting out the terms governing the administration of Contributions transferred from the Trust Fund to support the activities of the System Organization and/or CGIAR Research (as such term is defined in the CGIAR System Framework), including, but not limited to, with respect to the responsibility of the System Organization over the use of Trust Fund funds transferred and/or activities carried out therewith.<sup>3</sup>

**NOW THEREFORE**, the [Parties][Participants] hereto [agree][decide] as follows:

1. The Trustee acknowledges that the Funder (together with the Trustee, the “[Parties][Participants]” and each a “[Party][Participant]”) [ ], subject to legislative appropriations,<sup>4</sup> [agrees to][will] provide the sum of \_\_\_\_\_ *[insert amount and currency written out in words]* (\_\_\_\_\_ *[insert abbreviated currency reference and numerical amount]*) (the “Contribution”) for the Trust Fund in accordance with the terms of this Contribution [Agreement][Arrangement].<sup>5</sup>

2. The Trustee [shall][will] administer the Contribution to the CGIAR Trust Fund in accordance with the CGIAR Trustee Agreement, and the provisions of the CGIAR Trustee Agreement [shall][will] apply to the Contribution. The [Parties][Participants] acknowledge as of the date of this Contribution [Agreement][Arrangement] that: in accordance with the CGIAR Trustee Agreement, (a) the Trustee

<sup>1</sup> The Trustee may enter into Contribution Agreements or Arrangements with Funders substantially in the form of this Template in accordance with paragraph 3.2 of the Trustee Agreement.

<sup>2</sup> Remove “WHEREAS” for those Funders who request “WHEREAS” to be removed.

<sup>3</sup> Include this bracketed text if the Funding Agreement has been entered into before the date of this Contribution Agreement.

<sup>4</sup> Include if applicable.

<sup>5</sup> Include the following text for those Funders that it is a requirement for them and agreed with the Trustee: “It is acknowledged that the Funder shall not be required to provide any amount in excess of the Contribution.”

may return to the Funder an amount deposited in the Window 3 or Provisional Account, if applicable, in accordance with paragraph 5.9 thereof, (b) the Trustee will provide to the Funder a quarterly report on the receipts in, transfers from and fund balance of the Trust Fund and an annual single audit report in accordance with paragraphs 9.2 and 9.3 thereof, respectively, (c) the Funder may request, on an exceptional basis, a financial statement audit by the Trustee's external auditors of the Trust Fund in accordance with paragraphs 9.4 thereof, (d) the Trustee may return to the Funder the Funder's Share, as applicable, in accordance with paragraph 10.2, 10.6, 10.7, 10.8 and 10.9 thereof, and (e) the CGIAR Trustee Agreement (including those paragraph 5.9, 9.2, 9.3, 9.4, 10.2, 10.6, 10.7, 10.8 and 10.9 mentioned above) may be amended with written agreement signed by the Trustee and the System Organization, but only with the prior consent of all Funders contributing to the Trust Fund (paid or not yet paid) during the three year period immediately preceding to the date of the request sent to the Funders for consent, as set out in paragraph 10.2 thereof.<sup>1</sup>

3. Other Funders are also expected to contribute to the CGIAR Trust Fund on such [terms and conditions][provisions].

4. The Funder confirms that it has received a copy of the CGIAR Trustee Agreement.

5. The Funder [shall][will] make payments of the Contribution as follows:

5.1. Contribution Currency: \_\_\_\_\_ *[insert currency]*

5.2. Payment Method: 2 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.

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][will] 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.

5.3. Payment Schedule:<sup>3</sup>

Installment	Amount	Payment Date
1	[currency] _____	[upon full signature of this Contribution [Agreement][Arrangement]] [by _____ <i>[insert date]</i> ]
2	[currency] _____	[by _____ <i>[insert date]</i> ]

5.4. Window Designation and Cost Sharing Portion:

<sup>1</sup> Note that the Funder refers to the legal entity that has entered into the Contribution Agreement/Arrangement directly with the Trustee.

<sup>2</sup> Modify if a promissory note is used.

<sup>3</sup> Modify the payment schedule as appropriate.

Installment	Amount <sup>1</sup>	Window <sup>2</sup>	Designation <sup>3</sup>	Cost Sharing Portion <sup>4</sup>	Net Allocation Amount (i.e., Amount less Cost Sharing Portion)
<b>TOTAL</b>					

#### 5.5. Additional Provisions for Payments:

Notwithstanding paragraph 5.3 (Payment Schedule) above:

- (a) [the Funder [shall][will] not be required to make any payment for the Contribution before the Funding [Agreement][Arrangement] is entered into between the System Organization and the Funder with respect to the Funder's contributions to the Trust Fund;]<sup>5</sup>
- (b) 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][Arrangement] between the Funder and the System Organization, the Funder may withhold all or any portion of 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; and
- (c) [If the System Organization notifies the Trustee in writing that the Funder and the System Organization have [agreed][mutually decided] that it is necessary to either bring Installments forward or delay them on the basis of financial needs of the Trust Fund and accordingly to revise the Payment Schedule set out above, the Trustee and the Funder [shall][will] [agree][mutually decide] in writing to revise the Payment Schedule reflecting the schedule notified by the System Organization].<sup>6</sup>

6. With respect to contributions to Window 3, if any, by designating a Center under paragraph 5.4 above, the Funder [shall][will] 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 Contribution funds (and upon

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<sup>1</sup> The numbers in this column must aggregate to the total Contribution in paragraph 1.

<sup>2</sup> In each case, indicate either Window 1, 2 or 3, or Provisional Account.

<sup>3</sup> Designations can be either specific eligible CGIAR Research for Window 2, specific Centers for Window 3, or "Not Applicable" for Window 1 and the rovisional Account.

<sup>4</sup> Cost Sharing Portion is charged to Windows 2 and 3 only. In the case of deposit of funds in the Provisional Account, the following footnote will be included as applicable: "the then applicable Cost Sharing Portion will be retained for transfer to the Window 1 when any amount deposited in the Provisional Account is assigned to the Window 2 or Window 3".

<sup>5</sup> Include this bracketed text only if the Funder has not entered into the Funding Agreement before the date of this Contribution Agreement.

<sup>6</sup> Include this bracketed text for those Funders that require this and agreed with the Trustee.

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 5 [shall][will] be applicable only if any portion of the Contribution is provided to the Window 3.

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

For the Trustee (the "Trustee Contact"):

Director  
Trust Funds and Partnerships  
Development Finance  
The World Bank  
1818 H Street, NW  
MSN G6-602  
Washington, DC 20433, U.S.A.

Tel: + 1 (202) 473-7654

E-mail: [mtotruster@worldbank.org](mailto:mtotruster@worldbank.org)

For the Funder (the "Funder Contact"):

*[insert details]*

8. The Trustee [shall][will] disclose the Contribution [Agreements][Arrangements] and related information on this Trust Fund in accordance with the World Bank's Policy on Access to Information. By entering into the Contribution [Agreement][Arrangement], the Funder consents to such disclosure of its respective Contribution [Agreement][Arrangement] and such related information.

9. The Funder and the Trustee [shall][will] use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Contribution [Agreement][Arrangement].

10. The Trustee [shall][will] be responsible only for performing those functions specifically set forth in the CGIAR Trustee Agreement and Contribution [Agreements][Arrangements] and [shall][will] not be subject to any other duties or responsibilities to the Funders, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in the Contribution [Agreements][Arrangements] [shall][will] be considered a waiver of any privileges or immunities of the World Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

11. This Contribution [Agreement][Arrangement] [shall][will] constitute the entire [agreement][arrangement] and understanding between the Trustee and the Funder. This Contribution [Agreement][Arrangement] may be amended only by written amendment between the Trustee and the Funder. The several terms defined in the Preamble to this Contribution [Agreement][Arrangement] [shall][will] have the respective meanings set forth therein.



[12. It is understood that this Contribution Arrangement is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter. It is an administrative arrangement between the Trustee and the Funder.]<sup>1</sup>

[13. All references made in the CGIAR Trustee Agreement to “shall”, “Contribution Agreement” and “Parties” will have the same meaning respectively as the term “will”, “Contribution Arrangement” and “Participants” herein. In addition, references in the CGIAR Trustee Agreement that indicate “agreements” on the part of the Funder will be deemed to constitute references to “decisions” on the part of the Funder.]<sup>2</sup>

[14. Each of the [Parties][Participants] represents, by confirming its [agreement][acceptance] below, that it is authorized to enter into this Contribution [Agreement][Arrangement] and act in accordance with [these terms and conditions][its provisions]. The [Parties][Participants] are requested to sign and date this Contribution [Agreement][Arrangement], and upon possession by the Trustee of this fully signed Contribution [Agreement][Arrangement], this Contribution [Agreement][Arrangement] [shall][will] become effective as of the date of the last signature.

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[FUNDER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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<sup>1</sup> Include this bracketed text for those Funders that require this.

<sup>2</sup> Include this bracketed text for those Funders that require this.

**TEMPLATE OF AMENDMENT/MODIFICATION FOR SUPPLEMENTAL CONTRIBUTION<sup>1</sup>**

*[Amendment][Modification] No. [insert number] to the Contribution [Agreement][Arrangement] between the [insert the name of Funder] and the International Bank for Reconstruction and Development as Trustee of the CGIAR Trust Fund (MTO No. 069033)*

[WHEREAS,] <sup>2</sup>

(A) The \_\_\_\_\_ *[name of Funder]*<sup>3</sup> (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”] [“Participants”] and each a [“Party”] [“Participant”]) entered into a Contribution [Agreement][Arrangement] effective as of \_\_\_\_\_ *[insert effectiveness date]*, as may have been amended from time to time (the “Contribution [Agreement][Arrangement]”); and

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

**NOW THEREFORE**, the [Parties][Participants] hereto [agree][decide] to [amend][modify] the Contribution [Agreement][Arrangement] as follows:

1. In reference to the Contribution [Agreement][Arrangement], the Trustee acknowledges that the Funder [, subject to legislative appropriations,]<sup>4</sup> [agrees to][will] provide a supplemental contribution in the sum of \_\_\_\_\_ *[insert amount and currency written out in words]* (\_\_\_\_\_ *[insert abbreviated currency reference and numerical amount]*) (the “Supplemental Contribution” or “Contribution”) for the Trust Fund in accordance with this [Amendment][Modification] (the “[Amendment][Modification]”).<sup>5</sup>

2. The Trustee [shall][will] administer the Supplemental Contribution as set out in the Contribution [Agreement][Arrangement].

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

3.1. Contribution Currency: \_\_\_\_\_ *[insert currency]*

3.2. Payment Method: <sup>6</sup> 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.

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

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<sup>1</sup> The Trustee may enter into Contribution Agreements or Arrangements with Funders substantially in the form of this Template in accordance with paragraph 3.2 of the Trustee Agreement.

<sup>2</sup> Remove “WHEREAS” for those Funders who request “WHEREAS” to be removed.

<sup>3</sup> Use the same Funder name as in the original AA.

<sup>4</sup> Include if applicable.

<sup>5</sup> Include the following text for those Funders that it is a requirement for them and agreed with the Trustee: “It is acknowledged that the Funder shall not be required to provide any amount in excess of the Contribution.”

<sup>6</sup> Modify if a promissory note is used.

date of the deposit (the “Deposit Instructions”). In addition, the Funder [shall][will] 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: 1

Installment	Amount	Payment Date
1	[currency] _____	[upon full signature of this [Amendment][Modification] [by _____ [insert date]]
2	[currency] _____	[by _____ [insert date]]

### 3.4. Window Designation and Cost Sharing Portion:

Installment	Amount <sup>2</sup>	Window <sup>3</sup>	Designation <sup>4</sup>	Cost Sharing Portion <sup>5</sup>	Net Allocation Amount (i.e., Amount less Cost Sharing Portion)
<b>TOTAL</b>					

### 3.5. Additional Provisions for Payments:

Notwithstanding paragraph 3.3 (Payment Schedule) above:

- (a) 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][Arrangement] 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; and
- (b) [If the System Organization notifies the Trustee that the Funder and the System Organization have [agreed][mutually decided] that it is necessary to either bring Installments forward or delay them on the basis of financial needs of the Trust Fund and accordingly to revise the Payment Schedule set out above, the Trustee and the Funder [shall][will] [agree][mutually

<sup>1</sup> Modify the payment schedule as appropriate.

<sup>2</sup> The numbers in this column must aggregate to the total Contribution in paragraph 1.

<sup>3</sup> In each case, indicate either Window 1, 2 or 3, or Provisional Account.

<sup>4</sup> Designations can be either specific eligible CGIAR Research for Window 2, specific Centers for Window 3, or “Not Applicable” for Window 1 and the Provisional Account.

<sup>5</sup> Cost Sharing Portion is charged to Windows 2 and 3 only. In the case of deposit of funds in the Provisional Account, the following footnote will be included as applicable: “the then applicable Cost Sharing Portion will be retained for transfer to the Window 1 when any amount deposited in the Provisional Account is assigned to the Window 2 or Window 3”.

decide] in writing to revise the Payment Schedule reflecting the schedule notified by the System Organization].<sup>1</sup>

4. With respect to contributions to Window 3, if any, by designating a Center under paragraph 3.4 above, the Funder [shall][will] 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 3 [shall][will] be applicable only if any portion of the Contribution is provided to the Window 3.

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

For the Trustee (the "Trustee Contact"):

Director  
Trust Funds and Partnerships  
Development Finance  
The World Bank  
1818 H Street, NW  
MSN G6-602  
Washington, DC 20433, U.S.A.

Tel: + 1 (202) 473-7654  
E-mail: mtotrustee@worldbank.org

For the Funder (the "Funder Contact"):

*[insert details]*

6. The Trustee [shall][will] disclose this [Amendment][Modification] and related information on this Trust Fund in accordance with the World Bank's Policy on Access to Information. By entering into this [Amendment][Modification], the Funder consents to such disclosure of this [Amendment][Modification] and such related information.

7. All other terms of the Contribution [Agreement][Arrangement] [shall][will] remain the same.

[8. It is understood that this Contribution Arrangement is not an international treaty and is not eligible for registration as a treaty under Article 102 of the United Nations Charter. It is an administrative arrangement between the Trustee and the Funder.]<sup>2</sup>

[9. Each of the [Parties][Participants] represents, by confirming its [agreement][acceptance] below, that it is authorized to enter into this [Amendment][Modification] and act in accordance with

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<sup>1</sup> Include this bracketed text for those Funders that require this and agreed with the System Organization and the Trustee.

<sup>2</sup> Include this bracketed text for those Funders that require this.

[these terms and conditions][its provisions]. The [Parties][Participants] are requested to sign and date this [Amendment][Modification], and upon possession by the Trustee of this fully signed [Amendment][Modification], this [Amendment][Modification] [shall][will] become effective as of the date of the last signature.

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[FUNDER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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MTO No. 069033

**AGREEMENT**

**on**

**the Terms and Conditions for the Administration of the CGIAR Trust Fund**

**between**

**CGIAR SYSTEM ORGANIZATION**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND  
DEVELOPMENT,  
AS TRUSTEE OF THE CGIAR TRUST FUND**

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This AGREEMENT on the Terms and Conditions for the Administration of the CGIAR Trust Fund (the “CGIAR Trustee Agreement”) is dated effective as of \_\_\_\_\_, 2016 and made between the CGIAR SYSTEM ORGANIZATION (the “System Organization”) 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”)(together with the System Organization, the “Parties”, and each, a “Party”).

WHEREAS:

(A) The System Organization is the international organization, governed by the Charter of the CGIAR System Organization (the “CGIAR System Charter”), with its organs being the System Management Board (the “System Management Board”) and the System Management Office (the “System Management Office”);

(B) The System Council is established under the CGIAR System Framework, as the strategic decision-making body, which keeps under review the strategy, mission, impact and continuous relevancy of the CGIAR System (as such term is defined in the System Framework), and the purpose of the CGIAR System is to advance agri-food science and innovation to enable poor people, especially women, to better nourish their families, and improve productivity and resilience so they can share in economic growth and manage natural resources in the face of climate change and other challenges;

(C) Those independent research organizations that are recognized as CGIAR Research Centers contributing knowledge, technical expertise and resources in support of the CGIAR Strategy and Results Framework under the CGIAR System Charter and the CGIAR System Framework (each such organization, a “Center”) recognize the benefits of collaboration in CGIAR Research (as such term is defined in the CGIAR System Framework) in general, and working jointly within, and as members of, the System Organization to achieve the goals of the CGIAR Strategy and Result Framework facilitated by the System Management Board;

(D) The System Organization will work with the System Council in accordance with the CGIAR System Charter and the CGIAR System Framework;

(E) The System Organization has requested the World Bank to establish a trust fund at the World Bank, as trustee, to receive contributions from Funders (as defined below) to provide funding for the activities of the System Organization and for CGIAR Research, and to administer such trust fund in accordance with this CGIAR Trustee Agreement; and

(F) The World Bank agrees to establish and administer the Trust Fund pursuant to the terms of this CGIAR Trustee Agreement and Contribution Agreements (as defined below).

NOW THEREFORE, the Parties hereto agree as follows:

1. Interpretation

1.1. All annexe(s) hereto constitute an integral part of this CGIAR Trustee Agreement, whose terms taken together shall constitute the entire agreement and understanding between the System Organization and the Trustee.

1.2. Unless the context otherwise requires, the several terms defined in the Preamble to this CGIAR Trustee Agreement shall have the respective meanings therein set forth when used in this CGIAR Trustee Agreement.

## 2. Establishment of the Trust Fund

2.1. The Trustee shall establish and administer the Trust Fund to receive financial contributions (each, a “Contribution”) from the Funders, and shall hold in trust, as a holder of the legal title, and administer the funds, assets and receipts that constitute the Trust Fund to provide funding for the activities of the System Organization (including administrative costs of the CGIAR System) and for CGIAR Research, in accordance with the terms of this CGIAR Trustee Agreement.

2.2. For the purpose of receipts of Contributions and transfers of Trust Fund funds, which shall be made in accordance with the provisions of this CGIAR Trustee Agreement and contribution agreements or contribution arrangements entered into between the Trustee and the Funders with respect to the Trust Fund (each, a “Contribution Agreement”), the Trustee shall maintain in the Trust Fund: (a) a window for Contributions that are not designated by Funders for any specific Center or research program (“Unrestricted Funding”) (the “Window 1”), (b) a window for Contributions for research program-specific funding (“Research Program-Specific Funding”)(the “Window 2”), (c) a window for Contributions for Center-specific funding (the “Window 3”, and together with the Window 1 and the Window 2, collectively “Windows” and each a “Window”), and (d) an account for any Contribution for which a Funder has not specified which window the funding will be designated (the “Provisional Account”).

2.3. The Trustee shall be responsible only for performing those functions specifically set forth in this CGIAR Trustee Agreement and Contribution Agreements and shall not be subject to any other duties or responsibilities to the System Organization, Funders or any other CGIAR participant, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in this CGIAR Trustee Agreement shall be considered a waiver of any privileges or immunities of: (a) the World Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved, or (b) the System Organization under any applicable law and agreements, all of which are expressly reserved.

2.4. The Trustee shall perform its functions under this CGIAR Trustee Agreement in accordance with the applicable provisions of the World Bank’s policies and procedures, as the same may be amended from time to time.

2.5. Unless otherwise specified in this CGIAR Trustee Agreement, any instruction, confirmation, information, or agreement permitted or required to be provided by, or to, the System Organization under this CGIAR Trustee Agreement shall be made through the System Management Office.



2.6. The Trustee may rely in good faith on any instruction, confirmation and information provided under this CGIAR Trustee Agreement in writing by the System Management Office, including the System Management Office acting for the System Management Board or the System Council, as the case may be, without further inquiry or investigation on its part, and will have no liability for relying in good faith on any such instruction or otherwise for any actions taken, or omitted to be taken, in good faith. In providing such instruction to the Trustee, the System Organization shall be deemed to represent and warrant to the Trustee that the System Management Office has all necessary approvals by the System Management Board and/or the System Council, to the extent applicable, to provide such instructions. The Trustee shall have no responsibility for any decision or determination made by the System Management Board, the System Council or the System Management Office under or in connection with this CGIAR Trustee Agreement.

2.7. The Trustee shall be fully indemnified, out of the Trust Fund resources, and held harmless by the System Organization, against any liabilities, claims, losses, costs and expenses, including attorneys' fees and expenses, incurred by the Trustee in connection with or arising out of the performance of its role and responsibilities under this CGIAR Trustee Agreement. Such indemnity shall not include any liabilities, claims, losses, costs or expenses incurred by the Trustee as a direct result of its own gross negligence or willful misconduct.

2.8. If any proposed decision of the System Council or System Management Board is likely to affect the functions of the Trustee under this CGIAR Trustee Agreement, the System Management Office shall consult with the Trustee in advance, and the Trustee shall be invited to attend the relevant meeting of the System Council or the System Management Board, as applicable. For the avoidance of doubt, if any decision would modify the scope or manner of activities undertaken by the Trustee under and in accordance with this CGIAR Trustee Agreement, in no event shall the Trustee be automatically required to implement such decision unless it specifically agrees to do so.

### 3. Contributions and Contribution Agreements

3.1. The Trustee may receive Contributions to the Trust Fund from an entity that enters into a Contribution Agreement with the Trustee (each, a "Funder") consistent with this CGIAR Trustee Agreement and the Trustee's policies and procedures; provided that the Trustee reserves the right to reject a proposed Contribution to the Trust Fund, if receipt of such Contributions is not consistent with the World Bank's policies and procedures. The Trustee shall inform the System Organization of any proposed Contributions to the Trust Fund which have been rejected by the Trustee.

3.2. Contribution Agreements shall be substantially in a form agreed with the System Management Office from time to time (following System Management Office's consultation with the System Council and the System Management Board as appropriate), consistent with the terms of this CGIAR Trustee Agreement, and shall provide, among other things, that the Contributions from the Funders shall be administered by the Trustee in accordance with the terms of this CGIAR Trustee Agreement. The Trustee shall provide the System Organization with a copy of the executed Contribution Agreements.

3.3. Payments of Contributions by Funders may be made in any Holding Currency (as defined below) or in another freely convertible currency acceptable to the Trustee (such currency of payment, a “Contribution Currency”).

3.4. In the case of deposits of Contribution received in a Contribution Currency other than any Holding Currency, promptly upon the receipt of such amounts in cash (including cash received from encashment of promissory notes) and the accompanying deposit instructions, as required under the relevant Contribution Agreement, the Trustee shall convert such amount into the Holding Currency at the exchange rate obtained by the Trustee on the date of the currency conversion. If more than one Holding Currency is added to the Trust Fund, the System Organization and the Trustee shall agree to the procedures for determining which Holding Currency the deposits of Contribution will be converted to. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, the Trustee will not be responsible for providing any additional financing.

3.5. Payments of Contributions by Funders may be made in cash, or if so agreed with the Trustee, by the delivery to the Trustee of a promissory note (or similar obligations) payable on demand, in a form acceptable to the Trustee (such mode of payment, a “Payment Method”). In the case of payment in cash, unless otherwise agreed with the Trustee and so specified in the Contribution Agreement, such payment shall be made by deposit in cash through a bank transfer into such account with such bank designated by the Trustee.

3.6. Contributions may be paid in one lump sum or in installments on terms acceptable to the Trustee (such payment schedule, a “Payment Schedule”).

3.7. Subject to Section 5 below, any amount of Contributions to the Trust Fund may be made to the Window 1, any research program-specific designation to the Window 2, any Center-specific designation to the Window 3 or the Provisional Account (such designation, a “Window Designation”).

3.8. If so approved by the System Council, the System Organization may send a written instruction to the Trustee, notifying that a certain sum (whether based on a percentage, fixed amount or otherwise) shall be retained from the amounts of Contributions deposited in Window 2 and/or Window 3, for transfer to the Window 1 for the purpose of cost-sharing of administrative costs of the System Organization (a “Cost-Sharing Portion”). If any such instruction is provided to it, the Trustee shall ensure to include the relevant amount of funds as Cost-Sharing Portion in the relevant Contribution Agreement in accordance with paragraph 3.9 below, and according to which the Trustee shall transfer the relevant sum to the Window 1.

3.9. Contribution Currency, Payment Method, Payment Schedule, Window Designation, Cost Sharing Portion shall be specified in the respective Contribution Agreement. The Trustee shall confirm those terms of Contribution with the System Organization before entering into a Contribution Agreement with a Funder.

#### 4. Commingling, Exchange and Investment of the Contributions

4.1. The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the World Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained

by the World Bank. The World Bank, in its capacity as Trustee, has legal title to the funds deposited in the Trust Fund.

4.2. The Trust Fund shall be maintained by the Trustee in the currency(-ies) set forth in Annex I (Holding Currency) attached hereto (a “Holding Currency”), as the same may be amended from time to time in accordance with paragraph 10.2 below.

4.3. The funds deposited in the Trust Fund may be freely exchanged by the Trustee into other currencies as may facilitate their administration as provided herein, at the exchange rate obtained by the Trustee on the date of the conversion.

4.4. The Trustee shall invest and reinvest the funds in the Trust Fund pending their transfer in accordance with the World Bank’s applicable policies and procedures for the investment of trust funds administered by the World Bank. The Trustee shall credit all income from such investment to the Window 1 of the Trust Fund to be used for any purposes provided for the Window 1 under this CGIAR Trustee Agreement.

## 5. Trust Fund and its Windows

5.1. Following receipt and identification of any deposits of Contributions, the Trustee shall, pursuant to this Section 5, assign and credit any amount of Contribution to the Window 1, Window 2, Window 3 or Provisional Account, according to the Window Designation(s) for the Contribution specified in the relevant Contribution Agreement.

5.2. With respect to the Window 1, the Trustee shall assign and credit to the Window 1:

(a) the amounts of Contributions, which are designated for the Window 1 under paragraph 5.1;

(b) the amounts retained from the relevant Contributions as the Cost-Sharing Portion for transfers to the Window 1 under paragraph 3.8 above;

(c) the amounts transferred from the System Organization, as the Cost-Sharing Portion collected for bilateral funding provided directly from Funders to Centers in support of CGIAR Research (“Bilateral Funding”), as set out in paragraph 5.10 below;

(d) all income from the investment of the funds in the Trust Fund as set out in paragraph 4.4 above;

(e) the amounts of Window 2 funds instructed by the System Organization for transfers to the Window 1 under paragraph 5.8 below; and

(f) the funds received by the Trustee and confirmed by the System Organization to be returned to the Window 1 under paragraph 6.7 below.

5.3. Any Window Designation to the Window 2 shall be based on CGIAR Research that has been approved by the System Council as eligible to receive Window 2 funding, and subject to the Trustee’s establishment of such CGIAR Research as an eligible designation in the Window 2. The System Organization shall provide the Trustee with

information of such CGIAR Research as necessary for the Trustee to establish such an eligible designation in the Window 2.

5.4. The Trustee shall maintain a list of eligible designations in Window 2 and provide information to the System Organization with respect to the resources available in each of the designations.

5.5. Any Window Designation to the Window 3 will be based on Centers, and in the case of a Center that is newly admitted under the CGIAR System Charter, subject to the Trustee's establishment of a new designation in the Window 3 for such Center. The System Organization shall provide the Trustee with information of such a Center as necessary for the Trustee to establish such an eligible designation in the Window 3.

5.6. If the Funders wish to contribute funds to the Trust Fund prior to specifically designating those funds to any Window, the funds may be directed to the Provisional Account. The Trustee holds such funds without assigning to any Window until such time as a Funder requests that the amount it contributed to the Provisional Account be assigned to one or more Windows. Funds in the Provisional Account shall not be available for allocation by the System Council or transfer to any recipients.

5.7. Without prejudice to the Funders' rights under paragraph 10.7 below, once any amount of Contributions has been designated by the Funder and assigned by the Trustee to the Window 1, research program-specific designation in the Window 2 or Center-specific designation in the Window 3, as the case may be, that Window Designation may not be changed by the individual Funder; provided always that in the case of a Window Designation to the Window 2, the amount assigned may be re-designated as set out in paragraph 5.8 below.

5.8. With respect to Window Designations to the Window 2, if the System Organization determines that the funds contributed to a specific Window 2 designation are no longer necessary for the relevant CGIAR Research, the System Organization may send a written instruction to the Trustee to transfer those excess funds into the Window 1 or the Provisional Account (as chosen, and notified to the System Organization, by the relevant Funder), on a pro rata basis for each Funder that has contributed funds to that research program-specific designation. The Trustee shall make such transfer only in accordance with the written instruction of the System Organization.

5.9. If any amount deposited by a Funder in the Window 3 or the Provisional Account remains in such window or account without any transfer to the relevant entity or any Window, as applicable, for longer than eighteen (18) months, the Trustee shall consult with the System Organization and the concerned Funder with a view to resolving the situation. If the situation fails to be resolved despite such consultation, the Trustee may, after consultation with the System Organization, return such amount (net of the Cost-Sharing Portion retained under paragraph 3.8 above, if applicable, and without any investment income thereon) to the relevant Funder.

5.10. The System Organization may transfer to the Trustee, and the Trustee may receive from the System Organization, the amount collected as the Cost-Sharing Portion for the Bilateral Funding. The System Organization shall notify the Trustee in writing of any such amount to be transferred under this paragraph. Upon receipt of such written notification and the amount of funds from the System Organization, the

Trustee shall credit the amount to the Window 1 of the Trust Fund to be used for any purposes provided for the Window 1 under this CGIAR Trustee Agreement.

## 6. Transfer of Trust Fund Resources

6.1. With regard to transfer by the Trustee of Trust Fund funds from the Window 1 and the Window 2, the following provisions shall apply:

(a) The System Organization may send a written instruction (together with a copy of a relevant decision of the System Council, as applicable), in the manner and pursuant to the procedures agreed under paragraph 6.3 below, to request the Trustee to transfer Trust Fund funds to Centers or other entity assigned by the System Organization, with approval of the System Council, to coordinate the implementation of activities for a CGIAR Research program or platform (“Lead Centers”), the System Organization, and relevant entity hosting the System Council advisory bodies or other functions.

(b) The System Organization represents to the Trustee that any written instruction under paragraph 6.1.(a) above is provided: (i) for the activities of the System Organization and/or for CGIAR Research following and in accordance with the relevant decision of the System Council, (ii) with respect to transfer of funds for CGIAR Research, in accordance with relevant instruction from the Lead Center or other relevant Center, and (iii) with respect to transfer of funds from a research program-specific designation in the Window 2, only for specific CGIAR Research for which the concerned designation is established.

(c) Subject to the availability of funds held in the Window 1 or, as the case may be, in the relevant research program-specific designation of the Window 2, as determined by the Trustee, and to other terms of this CGIAR Trustee Agreement, the Trustee shall transfer Trust Fund funds from the Window 1 or relevant Window 2 research program-specific designation, as applicable, only at, and in accordance with, a written instruction provided by the System Organization to the Trustee; and in the manner and pursuant to the procedures agreed under paragraph 6.3. below. Unless otherwise agreed between the System Organization and the Trustee, the Trustee shall initiate any such transfer of funds within ten (10) Business Days of receipt of the relevant written instruction from the System Organization, where a Business Day means any day (other than a Saturday or Sunday) when: (x) banks are generally open for business in Washington, D.C., U.S.A., and (y) the World Bank is generally open for business in Washington, D.C., U.S.A.

6.2. With regard to transfer by the Trustee of Trust Fund funds from the Window 3, following receipt of the relevant funds in the Trust Fund and assignment and credit of such amount to the Window 3 under paragraph 5.1 above, the Trustee shall transfer the funds from the Window 3 to relevant Centers in accordance with the terms of the relevant Contribution Agreements; provided that such transfer shall be made in the manner agreed with the Trustee, to such account with such bank specified for the relevant Center in the standing instruction letter provided by the Center to, and agreed upon by, the Trustee from time to time. The Trustee shall notify the relevant Center of such transfer in the manner as agreed in the standing instruction letter. The standing instruction letter shall be substantially in a form agreed with the System Management Office (following the System Management Office’s consultation with the System Council, as appropriate).

6.3. The System Organization and the Trustee shall agree on the manner and the procedures, respectively, pursuant to which: (a) the System Organization will send a written instruction for funds transfer under paragraph 6.1, (b) the Trustee shall transfer Trust Fund funds under paragraph 6.1, and (c) the System Organization shall provide the Trustee with information on projected cash requirements of transfer of Trust Fund funds for the coming period, if necessary. The System Organization shall provide the Trustee with: (i) the information (including timely updates thereon) on an account of each of the Centers and other relevant entities with a depository bank, to which Trust Fund funds shall be transferred under paragraph 6.1. above, and (ii) such other necessary information for the Trustee to effect any transfer of Trust Fund funds under paragraph 6.1. above, including a list of staff in the System Organization authorized to sign such funds transfer instructions.

6.4. No transfer by the Trustee of Trust Fund funds from the Window 1 or the Window 2 under paragraph 6.1 above shall be made together with any amount of Trust Fund funds to be transferred from the Window 3 under paragraph 6.2 above, in the same transfer.

6.5. Following the transfer of Trust Fund funds by the Trustee under paragraphs 6.1. or 6.2. above, the Trustee shall have no responsibility for the use of the Trust Fund funds and activities carried out therewith. In addition, the Trustee shall neither be responsible nor liable towards any third parties (including any person or third party engaged by the System Organization) including any claims, debts, demands, damage or loss, as a result of implementation of any activities funded with the Trust Fund funds transferred by the Trustee.

6.6. Without prejudice to the manner and the procedures that may be agreed for transfer of funds under paragraph 6.3 above, the Trustee may not transfer Trust Fund funds under this CGIAR Trustee Agreement, if a resolution, action or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits or restricts, in Trustee's determination, a member State of the United Nations to make such a transfer. For the avoidance of doubt, this provision does not create any obligation of the Trustee under the anti-terrorist financing and asset control laws, regulations rules and executive orders of an individual member country that may apply to a Funder.

6.7. Subject to paragraph 6.9 below, the Trustee may receive and credit Trust Fund funds that have been returned from Centers and other relevant entities subsequent to Trustee's transfer thereof under paragraph 6.1 or 6.2 above (such as, but not limited to, refunds of unused funds or investment income earned on the funds transferred, if applicable), upon written confirmation from the System Organization of such return of funds:

(a) in the case of return of Window 1 and/or Window 2 funding, into the Window 1 (unless otherwise agreed in writing between the System Organization and the Trustee or instructed in writing by the System Organization under paragraph 6.8 below), or

(b) in the case of return of Window 3 funding, into either the Window 1, a research program-specific designation in the Window 2, or a Center-specific designation in the Window 3 (unless otherwise instructed in writing by the System Organization under paragraph 6.8 below).

In the case of Window 3 funding, any such written confirmation from the System Organization shall always include a copy of written instruction from the relevant Funder with respect to such Window Designation for the amount of funds returned. The Trustee and the System Organization shall agree to the procedures, according to which any such written confirmation by the System Organization, and receipt and credit by the Trustee of returned funds to the Trust Fund shall be made.

6.8. If the System Organization sends a written instruction (together with a copy of a relevant decision of the System Council, as applicable) to request the Trustee to refund to the Funders the funds returned to the Trust Fund under paragraph 6.7 above, the Trustee shall transfer such Trust Fund funds to the Funder(s) so named and in the amount(s) so instructed (or, as the case may be, the amount(s) calculated by the Trustee in accordance with the formula provided by the System Organization) in such written instruction by the System Organization, in accordance with the procedures agreed under paragraph 6.7 above.

6.9. The Trustee shall not be involved in any action seeking to enforce the return of any Trust Fund resources, including any misused funds or reflow of funds, from any entities in receipt of the Trust Fund resources transferred under this CGIAR Trustee Agreement.

## 7. Responsibilities of the System Organization to the Funders

7.1. In respect of the Window 1 and the Window 2, the System Organization shall be responsible for ensuring that the Trust Fund funds transferred by the Trustee are used for the purposes for which they are provided in accordance with the CGIAR System Framework and the agreements or arrangements entered into between the System Organization and the Funders with respect to their Contributions (the "Funding Agreements"). In respect of the Window 3, it is acknowledged that except as specifically provided in the relevant Funding Agreements, the System Organization will have no responsibility to the Funders to oversee the use of Window 3 funds transferred by the Trustee, and the relevant Center will be responsible to the respective Funders providing Window 3 funding for the use of funds it receives.

7.2. The System Organization may agree with the Funders in the Funding Agreement for review or evaluation of activities financed with Window 1, Window 2 and Window 3 funds transferred by the Trustee under this CGIAR Trustee Agreement. If any such review or evaluation requires any information from the Trustee, the System Organization and the Trustee shall agree on the scope and manner in which information is requested, and the Trustee shall provide all relevant information within the limits of the Trustee's applicable policies and procedures; provided that any costs incurred by the Trustee shall be borne by the Window 1 (if requested by the System Council) or the requesting Funder (if requested by the Funder). It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund, and that except as specifically provided herein, the Trustee is not responsible for any such review or evaluation.

7.3. The System Organization shall ensure that nothing in the Funding Agreements conflict with the provisions of this CGIAR Trustee Agreement.

## 8. Compensation

8.1. The Trustee shall be paid for costs, expenses and fees incurred by it in connection with performing its functions as Trustee under this CGIAR Trustee Agreement (including any costs, expenses and fees incurred prior to the effectiveness of this CGIAR Trustee Agreement) on a full cost recovery basis. For that purpose, unless otherwise agreed between the System Council and the Trustee, the Trustee shall submit annually (or such other frequency as may be agreed between the System Council and the Trustee) to the System Council for approval, its proposed work program and estimated budget for allocation of funds to the Trustee for the upcoming budget period.

8.2. Following approval of allocation of funds by the System Council, the Trustee shall deduct and transfer the amount of allocation to its own account from the resources in the Window 1 of the Trust Fund; provided that the amount of the funds transferred may be subject to an end of budget period adjustment on the basis of full cost recovery for the services provided during the budget period, as such arrangement may be agreed between the System Council and the Trustee in connection with the aforementioned proposal.

#### 9. Accounting and Financial Reporting

9.1. The Trustee shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund account and transfers made therefrom.

9.2. Unless otherwise agreed between the Trustee and the System Management Office (following the System Management Office's consultation with the System Council and the System Management Board, as appropriate), the Trustee shall provide a quarterly report to the System Management Office and the Funders on the receipts in, transfers from and fund balance of the Trust Fund in the relevant Holding Currency. The System Management Office shall forward such report to the System Council and the System Management Board. The System Organization shall also make such report available on its website.

9.3. The Trustee shall provide to the System Management Office and the Funders, within six (6) months following the end of each World Bank fiscal year, an annual single audit report, comprising: (a) a management assertion together with an attestation from the World Bank's external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (b) a combined financial statement for all cash-based trust funds together with the World Bank's external auditor's opinion thereon. The cost of the single audit shall be borne by the World Bank.

9.4. If the System Council or a Funder wishes to request, on an exceptional basis, a financial statement audit by the Trustee's external auditors of the Trust Fund, the Trustee shall first consult with the System Council or as the case may be, the Funder, as to whether such an external audit is necessary, and may agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Trustee shall arrange for such external audit; provided that the costs of any such audit, including the internal costs of the Trustee with respect to such audit, shall be borne by the Window 1 of the Trust Fund (if requested by the System Council) or the requesting Funder, as applicable.

9.5. The Trustee shall furnish the System Management Office, in the manner and frequency agreed between the System Management Office and the Trustee, with relevant information with respect to the Trust Fund, as may be agreed in writing



between the System Management Office and the Trustee from time to time. The System Management Office may forward such information to the System Council and the System Management Board, as appropriate.

9.6. For the avoidance of doubt, the Trustee shall not be responsible for provision of financial statements with respect to use of funds transferred from the Trust Fund.

10. Effectiveness, Amendment, and Termination

10.1 This CGIAR Trustee Agreement shall become effective as of the date of the last signature hereto, upon possession by the Trustee of this fully signed CGIAR Trustee Agreement.

10.2. This CGIAR Trustee Agreement may be amended only with written agreement signed by the Trustee and the System Organization, with the prior consent of all Funders contributing to the Trust Fund (paid or not yet paid) during the three year period immediately preceding the date of the request sent to the Funders for consent under this paragraph 10.02 (and the Contribution Agreements shall specify that right of the Funders to consent); provided that:

- (a) if the Trustee sends a written request to Funders for their consent to any proposed amendment to this CGIAR Trustee Agreement, and if the Trustee does not receive any response from a Funder within thirty (30) calendar days from the date of the delivery of the request, the Trustee shall send a reminder to that Funder, stating that the Funder may be deemed to have consented to such proposed amendment if it does not respond within thirty (30) calendar days from the date of the delivery of the reminder. Consent by that Funder shall be deemed to have been granted upon expiry of the thirty (30) calendar days period without Trustee having received any response to the reminder;
- (b) The delivery of the request and the reminder under paragraph 10.2.(a) above shall be deemed effective: (a) if delivered by mail, on the date that the mail is delivered or its delivery is attempted as evidenced by a delivery notice from a courier service or registered mail service, or (b) if delivered by facsimile or email, upon the receipt by the Trustee of a confirmation from the addressee by facsimile or email that the request or the reminder has been received other than by way of an automated reply;
- (c) If any Funder objects to a proposed amendment, the Trustee and the System Organization, after consultation with the System Council, may decide to return to that Funder its Funder's Share in accordance with paragraph 10.9 below; and
- (d) The Trustee shall notify all Funders of any amendment made to this CGIAR Trustee Agreement.

10.3. Unless otherwise agreed in writing between: (a) the System Organization with prior approval of the System Council, and (b) the Trustee; to extend such date, the Trustee may not make any new transfer from the Trust Fund after December 31, 2024 (the "End Disbursement Date").

10.4. Either: (a) the System Organization with prior approval of the System Council, or (b) the Trustee; may terminate the World Bank's role as trustee of the Trust Fund at

any time upon six (6) months prior written notice to the other and all Funders. Following termination of the World Bank's role as the trustee of the Trust Fund, the World Bank as Trustee shall carry on no business for the Trust Fund except for the purpose of winding up its affairs.

10.5. Following the End Disbursement Date, or upon earlier termination of the World Bank's role as Trustee pursuant to paragraph 10.4 above, the Trustee, in consultation with the System Management Office, shall take necessary actions for winding up Trustee's affairs in an expeditious manner, including for meeting outstanding commitments and for transferring of any remaining resources in the Trust Fund, as directed by the System Management Office (following the System Management Office's consultation with the System Council and the System Management Board) through a written instruction. All of the powers and rights of the Trustee under this CGIAR Trustee Agreement, including the rights to be paid for costs and expenses incurred by the Trustee, shall continue until the affairs of the Trustee have been wound up. The System Organization shall make all reasonable efforts to assist the Trustee with the winding up under this paragraph 10.5.

10.6. In the event of occurrence of the End Disbursement Date pursuant to paragraph 10.3 above or termination by the Trustee of its role pursuant to paragraph 10.4 above, and if a Funder does not wish its Funder's Share (as defined below) to be transferred as directed by the System Management Office under paragraph 10.5 above, then the Funder may request, at any time prior to termination of the World Bank's role as trustee of the Trust Fund, a return of its Funder's Share to it by delivering a written notice to the Trustee and the System Organization. In such a case, unless otherwise agreed between the Trustee and the Funder, the Trustee will return to that Funder, as soon as reasonably practicable pursuant to the procedures set out in paragraph 10.9 below, the amount of all of its Funder's Share calculated as of the End Disbursement Date, or as the case may be, the end of the termination notice period.

10.7. If either the System Organization or a Funder sends a notice to terminate the Funding Agreement with respect to its Contributions, such Funder may send a ninety (90) calendar days' prior written notice to the System Organization and the Trustee, requesting a withdrawal of any portion or all of its Funder's Share calculated as of the end of the notice period.

10.8. For the purpose of this CGIAR Trustee Agreement, a "Funder's Share" shall mean with respect to each Funder, the aggregate of the respective Funder's share, calculated as relevant Holding Currency amounts, of: (a) applicable outstanding fund balance in each Window that has neither been committed by the System Organization nor allocated to the Trustee under paragraph 8.1 above as of the calculation date of the share, and (b) the amount of the funds received in the Trust Fund or released from previous commitments or allocation of Trust Fund resources after the date of calculation, to the extent that such funds are received or released from any such commitment or allocation made prior to the date of calculation. The foregoing is subject to the proviso that (i) the Funder's share in the Window 1 shall be calculated on pro rata basis, based on the total Contributions deposited in the Window 1 by the Funder for whom the calculation is made (including amounts of Cost-Sharing Portion transferred to the Window 1 but excluding amounts returned to the Funder, if any), relative to the total Contributions deposited in the Window 1 by all Funders (including amounts of Cost-Sharing Portion transferred to the Window 1 but excluding amounts returned to Funders, if any); and (ii) the Funder's share in the Window 2 shall be calculated on pro rata basis, based on the total Contributions deposited in the respective

research program-specific designation of the Window 2 by the Funder for whom the calculation is made (excluding amounts of Cost-Sharing Portion transferred to the Window 1 and amounts returned to the Funder, if any), relative to the total Contributions deposited in the same research program-specific designation of the Window 2 by all Funders (excluding amounts of Cost-Sharing Portion transferred to the Window 1 and amounts returned to Funders, if any); and (iii) the Funder's share in the Window 3 and the Provisional Account, respectively, shall be the amounts deposited in the Window 3 or the Provisional Account, as applicable, by the Funder but not yet transferred out from it by the Trustee (whether by way of transfer to a Center or a Window, or return to the Funder).

10.9. If: (a) a Funder requests a return of its Funder's Share under paragraph 10.6 or a withdrawal under paragraph 10.7 above, or (b) the System Organization and the Trustee decide to return any Funder's Share under paragraph 10.2.(c) above, the System Organization shall confirm to the Trustee in writing the amounts already committed by the System Organization as of the date of calculation of the relevant Funder's Share. Following receipt of such written instruction, unless otherwise agreed between the Trustee and such Funder, the Trustee will return to the Funder the amount of its Funder's Share and, if applicable, cancel any outstanding amount of the Funder's Contribution, which has not been paid to the Trust Fund; except that the Funder may waive in writing its Funder's Share, in which case the relevant amount will proportionally augment the other Funder's Shares. Following transfer of such Funder's Share (or a waiver by the Funder of its Funder's Share) and, if relevant, cancellation of any outstanding amount, in full, such Funder shall be considered to have withdrawn from the Trust Fund.

## 11. Authorization and Enforceability

11.1. Each Party hereby represents and warrants that:

- (a) it has all requisite power and authority to enter into this CGIAR Trustee Agreement and to carry out the transactions contemplated by this CGIAR Trustee Agreement;
- (b) its execution, delivery and performance of this CGIAR Trustee Agreement and its consummation of the transactions contemplated by this CGIAR Trustee Agreement have been duly authorized by all requisite internal action; and
- (c) this CGIAR Trustee Agreement has been duly executed and delivered by the Party and constitutes a valid and binding obligation of the Party.

## 12. Notices

12.1. Except with respect to Deposit Instructions, unless otherwise specified in this CGIAR Trustee Agreement, any notice, request or other communication to be given or made under this CGIAR Trustee Agreement 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 System Organization:

[*title*]  
[*office*]  
The System Organization  
[*address*]

Telephone:  
Facsimile:  
E-mail:

For the Trustee:

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.

Telephone: +1 (202) 473-7654  
Facsimile: +1 (202) 522-2447  
E-mail: [mtotruster@worldbank.org](mailto:mtotruster@worldbank.org)

13. Disclosure

13.1. The Trustee shall disclose this CGIAR Trustee Agreement and related information on the Trust Fund in accordance with the World Bank's Policy on Access to Information. By entering into this CGIAR Trustee Agreement, the System Organization consents to such disclosure of this CGIAR Trustee Agreement and such related information.

14. Dispute Resolution

14.1. The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this CGIAR Trustee Agreement.

14.2. Any dispute, controversy or claim arising out of or relating to this CGIAR Trustee Agreement, which has not been settled by agreement of the Parties, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (the UNCITRAL Arbitration Rules) in force on the effective date of this CGIAR Trustee Agreement, and the following provisions: (a) the appointing authority shall be the Secretary-General of the Permanent Court of

Arbitration; and (b) the language of the arbitral proceedings shall be English. The arbitral award will be final and binding on the Parties.

15. Execution in Counterpart

15.1. This CGIAR Trustee Agreement may be simultaneously executed in several copies, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this CGIAR Trustee Agreement to be executed on their behalf by the respective duly authorized representatives, as of the date and year indicated below.

**CGIAR SYSTEM ORGANIZATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

[*name*]  
[*title*]  
[*office*]

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,  
AS TRUSTEE OF THE CGIAR TRUST FUND**

By: \_\_\_\_\_

Date: \_\_\_\_\_

[*name*]  
[*title*]  
[*office*]

**ANNEX I**

**Holding Currency**

1. United States Dollars

## Appendix 2

**Appendix 2.1:** Example version of the Template Standard Provisions adjusted for the Funding Agreement

**Appendix 2.2:** Example version of the Template Standard Provisions adjusted for the Financial Framework Agreement

**Appendix 2.3:** Template Financial Framework Agreement Cover Pages

**Appendix 2.4:** Form of the Decision Letter

ANNEX 2  
STANDARD PROVISIONS <sup>1</sup>

The following Standard Provisions set out the terms governing the use and administration of the portions of the Contributions transferred from the Trust Fund to support the activities of the System Organization and for CGIAR Research.<sup>2</sup>

**1. Responsibilities Over the Window 1, 2 and 3 Funds**

1.1. Window 1 and Window 2 Funds.

1.1.1. Funding from Window 1 and 2 of the Trust Fund will be disbursed from time to time for the activities of the System Organization (including the System Costs) and for CGIAR Research.

1.1.2. The System Organization will have fiduciary responsibility for the use of Window 1 and Window 2 Funds and will therefore:

- a. ensure that the Window 1 and Window 2 Funds are used exclusively for their intended purposes;
- b. ensure that the Window 1 and Window 2 Funds are administered, used and expended in accordance with the CGIAR System Charter, the CGIAR System Framework and the applicable Fund Use Agreements entered into by it, including by taking corrective action with respect to Window 1 and Window 2 Funds not used in accordance with the relevant Fund Use Agreement;
- c. monitor, evaluate, and provide quality assurance and financial and performance reporting for activities funded by Window 1 and Window 2 Funds in accordance with these Standard Provisions;

1.2. Window 3 Funds.

1.2.1. Window 3 Funds are directed by Funders to individual Centers. Funders may designate specific amounts to specific Centers for use by the Center; provided such funds are used to implement aspects of the SRF and provided further that such funds are used in accordance with CGIAR Policies. Designations of Window 3 Funds by Funders to Centers are not subject to review, allocation or approval by the System Organization. Each Center will be responsible for the use of Window 3 Funds it receives.

1.2.2. The System Organization will not have fiduciary or programmatic responsibility over, or responsibility to supervise or monitor, Window 3 Funds.

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<sup>1</sup> This document is developed from the draft Standard Provisions. The document is prepared as an example to show how the Standard Provisions would read once attached to a Funding Agreement between a Funder and the System Organization.

<sup>2</sup> As noted in the CGIAR Glossary, for the purpose of these Standard Provisions only, the term "Center(s)" will also include any Lead Center that is not also a CGIAR research Center.



- 1.2.3. The System Organization may, however:
- a. upon request of a Funder providing Window 3 Funds and acting through the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Fund Use Agreements entered into by such Center; and
  - b. in consultation with the relevant Funder providing Window 3 Funds and the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Financial Framework Agreement entered into by such Center.
- 1.2.4. Nothing in the Funding Agreements or Arrangements is intended to preclude Funders and Centers from entering into Window 3 Side Agreements or Arrangements in regard to the terms governing the administration and use of Window 3 Funds. Should a Funder require additional terms to govern the administration and use of Window 3 Funds other than those set out in these Standard Provisions, such Funder will enter into a Window 3 Side Agreement with the relevant Center. Any Window 3 Side Agreement or Arrangement will be consistent with these Standard Provisions and substantially in the form of Schedule 1 (Form of Window 3 Side Agreement / Arrangement) attached to these Standard Provisions, as may be amended through these Standard Provisions from time to time.

### 1.3. General Provisions in Respect of the Contributions.

The Contributions, including the funds, assets and receipts thereof, held in the Trust Fund will be administered in accordance with the terms of the CGIAR Trustee Agreement and Contribution Agreements and Arrangements.

## 2. Financial Framework agreements

- 2.1. **Application of the Terms of These Standard Provisions.** The System Organization will ensure that all relevant terms and requirements set forth in the Funding Agreements are reflected in the Financial Framework Agreements. The System Organization will require the Centers to ensure that such terms and requirements are reflected in all Subagreements entered into with respect to the Window 1, 2 and 3 Funds.
- 2.2. **Cooperation.** The Financial Framework Agreements will specify that Centers are required to cooperate with the System Organization to ensure that the System Organization is able to fulfil its obligations under the applicable Fund Use Agreements entered into by the System Organization and will require that such term is reflected in all Subagreements entered into with respect to Window 1, 2 and 3 Funds.

## 3. System costs

- 3.1. Bilateral Funding.
- 3.1.1. Subject to paragraph 3.1.3 below, the CSP will be collected by the System Organization in accordance with the CGIAR Policy on System Costs Financing, as amended from time to time.

- 3.1.2. It is acknowledged that the CGIAR Policy on System Costs Financing, which will be revised in 2017, is a policy that falls under the purview of the System Council in accordance with Section 6.1(k) of the CGIAR System Framework, and that any amendments to the CGIAR Policy on System Costs Financing will be based on a recommendation from the System Management Board.
- 3.1.3. Until and unless amended by any revised Policy on System Costs Financing, Centers shall pay the CSP to the System Organization on any Bilateral Funding received for the implementation of CGIAR Research (excluding Center-specific infrastructure-only projects and Legacy Projects) unless this requirement is exceptionally waived by the System Council. The System Organization shall transfer the corresponding funds to the Trust Fund. Unless otherwise agreed by the System Council, if a Center does not pay any CSP which is due, the amount of such CSP which is due may be offset, after the Center has been adequately consulted, against Window 1 Funds that are otherwise to be disbursed to such Center.
- 3.2. **Window 1, 2 and 3 Funds.** The Centers will not have any obligation to collect or otherwise pay the CSP on funds disbursed through Windows 1, 2 or 3. The Funders, the System Organization and the Centers understand that the Trustee of the CGIAR Fund shall collect the CSP before such funds are disbursed from the Trust Fund.
4. **Anti-Terrorism**
- Recognizing the obligations of countries that are members of the United Nations under various United Nations Security Council resolutions to take measures to prevent financing of terrorists, the System Organization will, and will require each Center and Program Participant to ensure, consistent with its governing arrangements and policies, including those pertaining to combating financing for terrorists, that the Window 1, 2 and 3 Funds are used for their intended purposes and are not diverted to individuals or entities associated with terrorism, as identified in accordance with relevant United Nations Security Council resolutions. Accordingly, the System Organization will not, and will require Centers and Program Participants to not, use such Window 1, 2 and 3 Funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to its knowledge or belief is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or directed to a person or entity, appearing on the Consolidated United Nations Security Council Sanctions List.
5. **Lobbying**
- The System Organization will, and will require Centers and Program Participants to, ensure that none of the Window 1, 2 and 3 Funds are earmarked for lobbying activity, defined as attempting to influence legislation (i) through affecting the opinion of the general public or any segment thereof (i.e. grassroots lobbying) or (ii) through communications with any member or employee of a legislative body, except in the case of both (i) and (ii) to the extent such activities arise inherently in relation to CGIAR Research comprising policy development.
6. **Electioneering**

The System Organization will, and will require Centers and Program Participants to, ensure that the Window 1, 2 and 3 Funds will not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.

## 7. **Financial Irregularities**

7.1. **Prevention of Financial Irregularities.** The System Organization will, and will require Centers and Program Participants to, take all reasonable necessary measures to avoid, prevent, detect and manage Financial Irregularities and will therefore:

7.1.1. organize operations and internal control systems in a way that Financial Irregularities are prevented and detected;

7.1.2. cooperate fully to prevent, stop and handle Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research;

7.1.3. require that all staff involved in, and any consultants, suppliers and contractors financed with the Window 1, 2 and 3 Funds refrain from Financial Irregularities.

7.2. **Requirement to Inform in Respect of Financial Irregularities.** The System Organization will, and will require Centers and Program Participants to, promptly inform Funders, through the System Council, if there is a credible concern of Financial Irregularities and of the corrective measures initiated. The provisions of this paragraph [7.2] will apply unless and until replaced by the relevant section expected to be included in escalation procedures upon approval by the System Council.

7.3. **Cooperate with Investigations.** The System Organization will, and will require Centers and Program Participants, to cooperate fully in the investigations of Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research, whether the investigation is led by the System Organization or an individual Funder to the Trust Fund.

7.4. **Corrective Actions in Respect of Financial Irregularities.** Subject to paragraph [1.2.3] of these Standard Provisions, the System Organization will, and will require Centers and Program Participants to, consider corrective actions towards any person and/or legal entity as appropriate where there is a credible concern of Financial Irregularities related to activities of the System Organization or CGIAR Research.

## 8. **Policies**

8.1. **General.** The System Organization will, and will require Centers and Program Participants to, ensure that Window 1, 2 and 3 Funds are used in accordance with the applicable CGIAR Policies and the relevant entity's own policies and procedures as applicable. All CGIAR Policies applicable to the CGIAR Research will be available on the System Organization's web site.

8.2. Use of Materials.

- 8.2.1. Funders may reproduce, adapt, translate, publish, disseminate and distribute for non-commercial purposes and free of charge all reports, evaluations, impact assessments and other such similar documents, provided or made available by the System Organization to Funders.
- 8.2.2. Where appropriate and applicable, Funders will recognize the source.
- 8.2.3. The System Organization will, and will require Centers and Program Participants to, ensure that necessary intellectual property rights are obtained to allow the rights referred to under this paragraph [8.2] to be granted. If third party copyright restrictions or attribution requirements apply to such documents, this will be indicated on the documents.
- 8.3. **Procurement.** In the event that consultants are employed or services or goods are procured with the Window 1, 2 and 3 Funds, the System Organization will, and will require Centers and Program Participants to, ensure that the employment and supervision of such consultants and the procurement of such services or goods will be the responsibility of each entity employing or contracting with such consultants or carrying out such procurement and will be conducted in conformity with the Financial Guidelines Series, No. 6, CGIAR Procurement of Goods, Works and Services Guidelines as updated from time to time, in line with the following basic principles: equal treatment and non-discrimination on grounds of nationality, competition, predictability, transparency, verifiability, proportionality.
- 8.4. Efficiency.
- 8.4.1. The System Organization will, and will require Centers and Program Participants, to ensure that Window 1, 2 and 3 Funds are used with due regard to economy and efficiency, and that the highest standards of integrity in the administration of the funds are upheld.
- 8.4.2. The System Organization will, and will require Centers to, ensure that Window 1, 2 and 3 Funds are used in accordance with the Financial Guidelines No. 5, CGIAR Cost Allocation Guidelines as amended from time to time, which set forth that costs incurred will be reasonable, allocable and assignable, where the following meanings apply:
- a. "Reasonable". Any cost charged to a project should be reasonable, meaning that it is necessary for the performance of a project and that a prudent person in similar circumstances will incur the same.
  - b. "Allocable". Apart from the costs that are directly assigned, all projects should bear a fair share of costs of the organization's services and institutional expenses. Such costs should be allocated to the projects using an appropriate allocation method.
  - c. "Assignable". If a project directly benefits from an item of cost, such costs should be directly assigned to the project.
- 8.4.3. The System Organization will require Program Participants, with respect to the Window 1, 2 and 3 Funds received by them, to ensure that cost incurred will be reasonable, allocable and assignable.

## 9. **Additional Restrictions on the Use of the Window 1, 2 and 3 Funds**

- 9.1. **Investment Income.** The System Organization will, and will require Centers to, ensure that investment income generated by the Window 1, 2 and 3 Funds, including currency conversion gains, will be used for CGIAR Research or, if not needed for such purposes, returned to the Trustee for deposit into Window 1 to be made available for allocation by the System Council.
- 9.2. Standards.
- 9.2.1. The System Organization will, and will require Centers and Program Participants to, carry on operations in accordance with sound administrative, technical, financial, economic, environmental, social, ethical and safety standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers.
- 9.2.2. The System Organization will require Centers and Program Participants to carry out all regulated research activities under high standards (set with reference to internationally accepted practices) and in accordance with applicable laws and regulations.
- 9.3. **Drug Trafficking.** The System Organization confirms, and will require each Center and Program Participant to confirm, that it does not believe that the Window 1, 2 and 3 Funds would be diverted in support of drug trafficking.
- 9.4. **No Taxation.** The System Organization will, and will require Centers and Program Participants to, use best efforts, to the extent allowed by applicable agreements, such as those signed with host governments, and other applicable laws, to ensure that the use of the Window 1, 2 and 3 Funds will be free from any taxation or fees imposed under local laws.
- 9.5. **Responsibility to Inform.** The System Organization will promptly inform Funders through the System Council should substantial deviation from the CGIAR Research supported with Window 1, 2 and 3 Funds develop and will require Centers to inform it of the same.
- 9.6. **No Discrimination against Persons with Disabilities.** The System Organization will not, and will require Centers and Program Participants to agree not to, discriminate against persons with disabilities in the implementation of activities financed by the Window 1, 2 and 3 Funds, and to make every effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities in performing such activities. To that end, and to the extent this goal can be accomplished within the scope of the objectives of the CGIAR Research, the System Organization, Centers and any Program Participants involved in an activity financed by the Window 1, 2 and 3 Funds should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities consistent with such principles: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) non-discrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities.

- 9.7. **Environmental Safety.** The System Organization will, and will require Centers and Program Participants to, ensure (i) that the Window 1, 2 and 3 Funds are used with due regard to environmental sustainability and (ii) activities are carried out in accordance with local legislation, good international industry practices and the relevant entities' environmental processes and requirements, and in line with the CGIAR Strategy and Results Framework with respect to improve natural resources systems and ecosystems services objectives.
- 9.8. **Insurance.** The System Organization will, and will require Centers and Program Participants to maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the activities funded by Window 1, 2 and 3 Funds in accordance with generally accepted industry standards and as required by law.
10. **Programmatic Monitoring and Evaluations**
- 10.1. **Monitoring.** The System Organization will oversee the implementation of the activities being carried out under the CGIAR Portfolio in accordance with the CGIAR System Charter and the CGIAR System Framework.
- 10.2. Evaluations.
- 10.2.1. The System Organization will ensure that governance and management reviews of Centers are periodically commissioned and will carry out its other responsibilities with respect to evaluations in accordance with the CGIAR System Framework and the CGIAR System Charter.
- 10.2.2. The evaluations which are publicly disclosed can be found at: <http://iea.cgiar.org/evaluations>, or at such other URL as the System Organization may from time to time decide. The System Organization will inform Funders when evaluation reports are disclosed and if there is a change in URL.
- 10.3. General.
- 10.3.1. Funders will manage their monitoring and evaluation requirements with respect to the CGIAR Portfolio, collectively through the System Council, including relying on the CGIAR Policies, thereby endeavoring not to conduct duplicative evaluations, provided that Funders providing Window 3 Funds may require supplemental monitoring and evaluations with respect to Window 3 Funds, the costs of which, including the internal costs to the System Organization or Center would be paid by the requesting Funder.
- 10.3.2. If an individual Funder wishes to request, on an exceptional basis, a review or evaluation of any activities financed with Window 1 and Window 2 Funds, such Funder will consult with a designated representative from the System Organization on the most appropriate scope and terms of reference of such review or evaluation. The designated representative will assist in arranging for such review or evaluation. The costs of any such review or evaluation, including the internal costs of the System Organization or Center with respect to such review or evaluation, will be paid by the requesting Funder.
- 10.3.3. The System Organization will, and will require Centers and Program Participants to, collaborate on any monitoring or evaluations conducted in connection with CGIAR Research activities funded with the Window 1, 2 and 3 Funds.

## 11. Reporting

### 11.1. Annual Audited Financial Statements.

11.1.1. The System Organization will provide to Funders, through the System Council, audited financial statements of (i) the System Organization and (ii) each Center, as provided by the respective independent auditor of each such entity.

11.1.2. Such audited financial statements will be prepared in accordance with International Financial Reporting Standards or U.S. Generally Accepted Accounting Principles and in each case audited by an independent certified auditor of international standard in accordance with international audit standards. Such statements will be prepared as of 31 December of each year to be submitted within six (6) months of the end of each calendar year.

### 11.2. System-Level Financial Reports.

11.2.1. The System Organization will prepare and provide to Funders no later than six months after the end of the calendar year, through the System Council, (i) an aggregated annual financial report for the System Organization and Centers which will include a financial summary based on the audited financial statements of the System Organization and Centers and (ii) a financial summary of each CRP and Platform.

11.2.2. The System Organization will provide to Funders, through the System Council, such other financial progress reports prepared in a form and substance and frequency as may be determined by the System Council from time to time.

### 11.3. System-Level Programmatic Reports.

#### 11.3.1. Activity, Output, Outcome and Impact Reporting.

- a. The System Organization will provide to Funders, in form and substance satisfactory to the System Council, a programmatic report on the CGIAR Portfolio.
- b. The programmatic report will be provided on an annual basis and, unless decided otherwise by the System Council, will include:

- (v) An evidence-based assessment of progress on or toward the achievement of expected outputs and outcomes and, if possible, a description of the likelihood of the impact being achieved, which includes evidence of performance using actual data on output and outcome level performance indicators in comparison to baseline where available, and targets, with such data available through web links provided by the System Organization;
- (vi) An assessment of challenges in implementing activities under the relevant CRP or Platform;
- (vii) An assessment of implementation and achievements of the System Organization's Gender strategy with respect to the relevant CRP or Platform; and

- (viii) Total spending on the CGIAR Portfolio from all funding sources.
- c. Until such time that the System Council approves an integrated framework for a performance management system for CGIAR Research which will include requirements for reporting on the system level outcomes relating to environment, the System Organization will require Centers and Program Participants to provide reports that highlight progress and challenges on environmental issues that affect significantly and/or arise from the implementation of the activities under the CGIAR Portfolio, which reports are already required to be prepared by the Centers and Program Participants pursuant to their policies, procedures or some other regulation.

#### 11.3.2. **Final Report.**

- a. Within six (6) months of the completion of a CRP or Platform, the System Organization will provide to Funders a final narrative report on such CRP or Platform.
- b. The Final Reports will include the information requested under paragraph 11.3.1 of these Standard Provisions over the course of the relevant CRP or Platform and a summary of considerations identified in above paragraph [11.3.1.b] and how the relevant CRP or Platform is ensuring the sustainability of results achieved.

#### 11.4. Annual Report.

The System Organization will provide an annual programmatic summary on the activities of the System Organization and all CGIAR Research.

#### 11.5. General.

##### 11.5.1. **Maintain Books and Records.**

- a. The System Organization will, and will require Centers to: (i) maintain books, records, documents and other evidence in accordance with International Financial Reporting Standards or United States Generally Accepted Accounting Principles as applicable and (ii) ensure that Program Participants maintain books, records, documents and other evidence in accordance with applicable accounting policies.
- b. The System Organization will, and will require Centers and Program Participants to, (i) retain all relevant records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures related to the System Costs and the CGIAR Research activities financed by the Window 1, 2 and 3 Funds for at least 7 years after the date on which the concerned entity provided a final report on such funds for the relevant activities; and (ii) permit designated representatives of the System Council reasonable access during business hours to examine such records.

11.5.2. Information. The System Organization will provide to Funders, and will require Center to provide to it or to Funders as the case may be, upon reasonable request, all information



reasonably available to it relevant to the implementation and progress of the CGIAR Research funded by the Window 1, 2 and 3 Funds.

- 11.5.3. Inspection. The System Organization will permit any Funder or its designee, and will require Centers and Program Participants to permit the System Organization and/or Funders or their designee, as the case may be, to carry out inspection at any time during the period in which CGIAR Research funded by the Window 1, 2 and 3 Funds is being implemented. Any such inspection will be performed during the relevant organization's normal business hours and will not unreasonably interfere with business operations. Any costs incurred by the System Organization or any Center with respect to an inspection requested by a Funder (i.e., unilaterally and not through the System Council), will be paid by the requesting Funder.
- 11.5.4. Statement of Assurance. Upon request by a Funder, the System Organization will provide such Funder, through the System Council, a copy of a letter of representation from any Center or the System Organization (to be substantially in a form acceptable to the System Council), providing assurance on adequate internal control systems.
- 11.5.5. Change in Reporting Requirements. Unless decided otherwise by the System Council and/or System Management Board as the case may be, any change in the form or substance or periodicity of a programmatic or financial report will become effective only in the following calendar year.
- 11.6. **Additional Audits / Financial Reviews / Programmatic Reporting.**
- 11.6.1. Funders will manage their audits, financial reviews and programmatic reporting with respect to the Window 1, 2 and 3 Funds collectively through the System Council, including relying on the CGIAR Policies, thereby endeavoring not to require duplicative reporting, provided that Funders may require supplemental audits, financial reviews and programmatic reporting with respect to Window 3 Funds pursuant to their Window 3 Side Agreements, the costs of which would be paid by the requesting Funder.
- 11.6.2. If a Funder wishes to request, on an exceptional basis, that the System Organization, a Center or a Program Participant have an external audit or provide additional financial reviews or programmatic reports with respect to Window 1 and Window 2 Funds, and the requesting Funder has a statutory, regulatory or policy environment requiring such Funder's ability to make such a request unilaterally, such Funder will decide with the System Organization and the relevant Lead Center and Center on the most appropriate scope and terms of such audit, review or reporting. The costs of which, including the internal costs of the System Organization and any Center with respect to such additional audits, reviews or reporting, will be paid by the requesting Funder.
- 11.6.3. The System Organization will, and will require Centers and Program Participants to, collaborate on any audits, financial reviews or programmatic reporting conducted in connection with CGIAR Research activities.

## 12. **Limitation of Liabilities**

In providing funds under the Contribution Agreements or Arrangements or Funding Agreements or Arrangements, Funders do not accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of activities with funds from the Trust Fund.

12.1. No Additional Obligations.

12.1.1. No individual Funder will be obligated to reimburse the System Organization or any other recipient of the Window 1, 2 and 3 Funds for costs incurred in excess of the total amount committed in the relevant Contribution Agreement or Arrangement or Funding Agreement or Arrangement.

12.1.2. The System Organization will only require Centers to incur costs for and carry out research activities for the amount of funds actually received by them under the applicable Fund Use Agreements entered into by them. For the avoidance of doubt, in the event funding is suspended under an applicable Fund Use Agreement or an applicable Fund Use Agreement is terminated, Centers are required to carry out all of the activities for which funding has been provided under the applicable Fund Use Agreement or to refund funds to the Trust Fund in accordance with paragraph [16] of these Standard Provisions.

13. **Conflict of Interest**

13.1. **Avoiding Conflicts of Interest.** The System Organization will, and will require Centers and Program Participants to, take all necessary precautions to avoid or manage any Conflicts of Interest in all matters related to the Window 1, 2 and 3 Funds.

13.2. **Resolving Conflicts of Interest.** If a Conflict of Interest occurs, the System Organization will take, and require Centers and Program Participants to take, without delay, all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

14. **Acknowledgement of Funders**

All communications products on CGIAR Research funded by the Window 1, 2 and 3 Funds, whether online or in hard copy form (e.g., publications, press releases, newsletters, website stories, blogs, posters, etc.), must acknowledge support received from Funders in accordance with the CGIAR Branding Guidelines as updated from time to time.

15. **Suspending Transfers of funding from Window 1 and Window 2**

15.1. The System Organization may, at any time, suspend transfers of funding from Window 1 and Window 2 to a specific Lead Center, or instruct a Lead Center to suspend transfers of Window 1 and 2 Funds allocated to a Participating Center, wholly or in part, if the System Organization has a credible concern that the Window 1, 2 and 3 Funds are not used in accordance with the applicable Fund Use Agreements.

15.2. Before such action is taken, the System Organization will consult with the System Council as well as the relevant Lead Center and the relevant Center, if applicable, and the System Organization and such Lead Center and Center, if applicable, will endeavor to identify ways

and means to manage the suspension and mitigate impact on implementation of CGIAR Research until such time that the suspension may be lifted.

**16. Return of Funds**

**16.1. Unexpended or Uncommitted Funding.**

16.1.1 The System Organization will, and will require Centers and Program Participants to, promptly return any portion of the Window 1 and Window 2 Funds that is unexpended or uncommitted at the completion of the CRP or Platform for which it was provided (including approved extensions) or at the termination of a Financial Framework Agreement between the System Organization and a Center unless decided otherwise by the System Council. Such returned funds will be deposited to Window 1 of the Trust Fund.

16.1.2 At the written direction of an individual Funder, the System Organization will require Centers to promptly return any portion of Window 3 Funds that are unexpended or uncommitted at the completion of the CGIAR Research for which it was provided (including approved extensions). Such returned funds will be deposited to Window 1, Window 2 or Window 3 of the Trust Fund as directed by the Funder that contributed such funding.

**17. Misused Funds**

17.1 The System Organization will, and will require Lead Centers and Program Participants to, refund any portion of Window 1 and Window 2 Funds not used in accordance with the applicable Fund Use Agreements, and such funds will be deposited to the Window 1 of the Trust Fund.

17.2 Subject to paragraph [1.2.3] of these Standard Provisions, the System Organization will require Centers to refund any portion of the Window 3 Funds not used in accordance with the applicable Fund Use Agreement, and such Funds will be deposited to Window 1, Window 2 or Window 3 of the Trust Fund as directed by the Funder that contributed such funding.

**18. Inconsistency**

In the event of any inconsistency between the Cover Agreement or Arrangement and these Standard Provisions, these Standard Provisions will prevail.

**19. Amendments**

These Standard Provisions may only be amended by approval of the System Council, after consultation with the System Management Board. The System Organization will promptly notify the Funders in writing of any such amendments to these Standard Provisions.

## Schedule 1

**Form of Window 3 Side Agreement or Arrangement**

This Window 3 Side [Agreement] [Arrangement] is entered into between \_\_\_\_\_ [insert name of Funder] (the "Funder") and \_\_\_\_\_ [insert name of Center] (the "Center") (the "[Parties] [Participants]", and each, a "[Party] [Participant]"). Capitalized terms not defined in this Window 3 Side [Agreement] [Arrangement] are used as defined in the CGIAR Glossary attached to this [Agreement] [Arrangement] as Annex 1.

WHEREAS, the Funder has entered into (i) a [Contribution [Agreement] [Arrangement] with the World Bank as Trustee of the CGIAR Trust Fund (MTO No. \_\_\_\_\_) effective [insert date] to provide a Contribution to support the activities of the System Organization and for CGIAR Research and (ii) a Funding Agreement with the CGIAR System Organization effective [insert] which includes Standard Provisions on the use and administration of such funding.

WHEREAS, pursuant to the Contribution [Agreement] [Arrangement], the Funder has decided to provide its Contribution, or [a] portion[s] thereof, to Window 3 [directed by the Funder to [insert CGIAR Research Center]].

WHEREAS the Funding [Agreement] [Arrangement] permits Funders to enter into side agreements with Centers on the terms governing the administration of Window 3 Funds provided such side agreements are consistent with the Standard Provisions of the Funding [Agreement] [Arrangement] and substantially in the form of the Window 3 Side Agreement or Arrangement attached to the Standard Provisions which are annexed to the Funding Agreement.

WHEREAS the Center has entered into a Financial Framework Agreement with the System Organization which includes Standard Provisions Applicable to Centers, it being understood that such standard provisions implement the requirements of the Standard Provisions incorporated into the Funding Agreement.

NOW THEREFORE, the [Parties] [Participants] [agree] [decide] as follows:

1. The Center will use and administer the Window 3 Funds directed by the Funder to the Center in accordance with (i) the Standard Provisions Applicable to Centers annexed to the Financial Framework Agreement it has entered into (attached hereto as Annex 3, and which constitute an integral part of this Window 3 Side [Agreement] [Arrangement]) and (ii) any additional terms and conditions specified in Annex 1 of this Window 3 Side [Agreement] [Arrangement] (the "Window 3 Additional Requirements") provided that such Window 3 Additional Requirements are consistent with the Standard Provisions and Sections 1-14 herein.
2. In the event the Window 3 Additional Requirements are inconsistent with the Standard Provisions Applicable to Centers or with Sections 1-14 herein, the Standard Provisions Applicable to Centers and Sections 1-14 herein, respectively, will prevail to the extent required to resolve the inconsistency.
3. The Center will prepare and provide to the Funder semi-annual technical reports and quarterly financial reports on the use of the Window 3 Funds.
4. The Funder may require supplemental audits, financial reviews and programmatic reporting with respect to the Window 3 Funds, the costs of which would be paid by the Funder.

5. In addition to its obligation to inform the System Organization pursuant to the Standard Provisions Applicable to Centers, the Center will promptly inform the Funder if there is a credible concern of Financial Irregularities with respect to the Window 3 Funds and of the corrective measures initiated.
6. The [Parties] [Participants] will use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Window 3 Side [Agreement] [Arrangement]. If the Funder identifies issues in relation to the use of the Contribution under this Window 3 Side [Agreement] [Arrangement] that it expects would affect other Funders, then the Funder will, to the extent practicable, consult with other Funders through the System Council and seek resolution through the System Council.
7. Funder and Center acknowledge that, pursuant to the Funding [Agreement] [Arrangement] and Financial Framework Agreement, the CGIAR System Organization may take corrective action, in consultation with Funder and the System Council, in the event the Center fails to use Window 3 funds in accordance with any applicable Fund Use Agreements entered into by it.
8. [Nothing in or relating to this Window 3 Side [Agreement] [Arrangement] will be deemed to be a waiver of any privileges and immunities of the Funder [or of the Center]].
9. The Funder may terminate this Window 3 Side [Agreement] [Arrangement] upon 90 calendar days' written notice.
10. This Window 3 Side [Agreement] [Arrangement] is neither a contract for services nor a contract of service or employment. No provision in this Window 3 Side [Agreement] [Arrangement] creates or may create a joint venture, an association, or a partnership, employment or agency relationship, between the Funder and the Center or any Program Participant.
11. The Center will not assign this Window 3 Side [Agreement] [Arrangement] without the prior written consent of the Funder.
12. This Window 3 Side [Agreement] [Arrangement] may only be amended by written, signed agreement between the Funder and the Center; with the following exceptions (i) the CGIAR Glossary and the Standard Provisions may only be amended by approval of the System Council after consultation with the System Management Board, with any such amendment to the CGIAR Glossary or Standard Provisions automatically incorporated into this Window 3 Side Agreement as and when such amendment becomes effective without the need for further written agreement between the System Organization and Center; provided that such amendment to the CGIAR Glossary or Standard Provisions does not conflict with other terms of this Window 3 Side Agreement.
13. It is understood that the Window 3 Funds provided by the Funder to the Trust Fund and designated for the Center in the Contribution [Agreement] [Arrangement] are consideration for this Window 3 Side Agreement.
14. Funder and Center [agree] [decide] that this Window 3 Side Agreement is substantially in the form of the Window 3 Side [Agreement] [Arrangement] annexed to the Funding Agreement as is required in the event a Funder and Center enter into a side agreement concerning the activities funded by Windows 3 Funds.

ACKNOWLEDGED AND AGREED

[Funder]

[Center]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexes:**

Annex 1 CGIAR Glossary

Annex 2 Window 3 Additional Requirements

Annex 3 Standard Provisions

ANNEX 2  
STANDARD PROVISIONS <sup>1</sup>

The following Standard Provisions set out the terms governing the use and administration of the portions of the Contributions transferred from the Trust Fund to support the activities of the System Organization and for CGIAR Research.<sup>2</sup>

**1. Responsibilities over the Window 1, 2 and 3 Funds**

**1.1. Window 1 and Window 2 Funds.**

1.1.1. The System Organization may, from time to time, initiate disbursements of funds from Window 1 and Window 2 of the Trust Fund to the Lead Center for an approved CRP or Platform. The Lead Centers receiving such Window 1 and Window 2 Funds will make further disbursements of such funds to Program Participants for such CRP or Platform. Program Participants receiving such funds may also make further disbursements.

1.1.2. Lead Centers are responsible to the System Organization for the use of the Window 1 and Window 2 Funds they receive and will therefore:

- a. ensure that the Window 1 and Window 2 Funds are used exclusively for their intended purposes;
- b. ensure that the Window 1 and Window 2 Funds are administered, used and expended in accordance with the CGIAR System Charter, the CGIAR System Framework and this Agreements, including by taking corrective action with respect to Window 1 and Window 2 Funds not used in accordance with this Agreement or applicable Subagreement;
- c. monitor, evaluate, and provide quality assurance and financial and performance reporting for activities funded by Window 1 and Window 2 Funds in accordance with these Standard Provisions.

1.1.3. Participating Centers receiving Window 1 and Window 2 Funds from a Lead Center have the same responsibilities as set out above in paragraph 1.1.2 towards the Lead Center with respect to such funds.

**1.2. Window 3 Funds.**

1.2.1. Window 3 Funds are directed by Funders to individual Centers. Funders may designate specific amounts to specific Centers for use by the Center; provided such funds are used to implement aspects of the SRF and provided further that such funds are used in accordance with CGIAR Policies. Designations of Window 3 Funds by Funders to Centers are not subject to review,

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<sup>1</sup> This document is developed from the draft Standard Provisions. The document is prepared as an example to show how the Standard Provisions would read once attached to a Financial Framework Agreement between the System Organization and a Center.

<sup>2</sup> As noted in the CGIAR Glossary, for the purpose of these Standard Provisions only, the term "Center(s)" will also include any Lead Center that is not also a CGIAR Research Center.

allocation or approval by the System Organization or the Lead Center of any CRP or Platform in which the Center receiving such Window 3 Funds is participating.

- 1.2.2. Centers receiving Window 3 Funds<sup>1</sup> are responsible for the use of such funds and will:
- a. ensure that Window 3 Funds are used exclusively for their intended purposes;
  - b. ensure that Window 3 Funds are administered, used and expended in accordance with the applicable Fund Use Agreements entered into by them, including by taking corrective action with respect to those funds not used in accordance with such documents;
  - c. monitor, evaluate as applicable, and provide quality assurance and financial and performance reporting for activities funded by Window 3 Funds in accordance these Standard Provisions.
  - d. should the Window 3 Funds be mapped to a CRP or Platform, continuously inform the Lead Center and the project management unit of such CRP or Platform of the receipt of any Window 3 funds and their use.
- 1.2.3. The System Organization will not have fiduciary or programmatic responsibility over, or responsibility to supervise or monitor, Window 3 Funds.
- 1.2.4. The System Organization may, however:
- a. upon request of a Funder providing Window 3 Funds and acting through the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Fund Use Agreements entered into by such Center; and
  - b. in consultation with the relevant Funder providing Window 3 Funds and the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Financial Framework Agreement entered into by such Center.
- 1.2.5. Nothing in the Funding Agreements or Arrangements is intended to preclude Funders and Centers from entering into Window 3 Side Agreements or Arrangements in regard to the terms governing the administration and use of Window 3 Funds. Funders may choose to make a contribution to a Center through Window 3 without entering into a Window 3 Side Agreement or Arrangement, provided that such contribution is made without any additional conditions attached to it. Any Window 3 Side Agreement or Arrangement will be consistent with these Standard Provisions and substantially in the form of Schedule 1 (Form of Window 3 Side Agreement / Arrangement) attached to these Standard Provisions, as may be amended through these Standard Provisions from time to time.

## 2. **Subagreements**

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<sup>1</sup> The Global Crop Diversity Trust does not receive Window 3 Funds.



- 2.1. **Application of Terms to Downstream Agreements.** Each Center will ensure that all relevant terms and requirements set forth in the applicable Fund Use Agreements entered into by it are reflected in any Subagreements it enters into with respect to the Window 1, 2 and 3 Funds.
- 2.2. **Due Diligence.** Each Center will conduct due diligence and review of the CGIAR System Partners to which it is disbursing funding from the Window 1, 2 and 3 Funds to the extent deemed necessary or appropriate by such Center.
- 2.3. **Cooperation.** Program Participants are required to cooperate with the applicable Lead Centers and the System Organization as relevant to ensure that each Lead Center and/or the System Organization, as the case may be, is able to fulfil its obligations under the relevant Fund Use Agreements. Lead Centers are required to cooperate with the System Organization with respect to the same.

### 3. **System costs**

#### 3.1. **Bilateral Funding.**

- 3.1.1. Subject to paragraph 3.1.3 below, the CSP will be collected by the System Organization in accordance with the CGIAR Policy on System Costs Financing, as amended from time to time.
- 3.1.2. It is acknowledged that the CGIAR Policy on System Costs Financing, which will be revised in 2017, is a policy that falls under the purview of the System Council in accordance with Section 6.1(k) of the CGIAR System Framework, and that any amendments to the CGIAR Policy on System Costs Financing will be based on a recommendation from the System Management Board.
- 3.1.3. Until and unless amended by any revised Policy on System Costs Financing, Centers shall pay the CSP to the System Organization on any Bilateral Funding received for the implementation of CGIAR Research (excluding Center-specific infrastructure-only projects and Legacy Projects) unless this requirement is exceptionally waived by the System Council. The System Organization shall transfer the corresponding funds to the Trust Fund. Unless otherwise agreed by the System Council, if a Center does not pay any CSP which is due, the amount of such CSP which is due may be offset, after the Center has been adequately consulted, against Window 1 Funds that are otherwise to be disbursed to such Center.
- 3.1.4. **Window 1, 2 and 3 Funds.** The Centers will not have any obligation to collect or otherwise pay the CSP on funds disbursed through Windows 1, 2 or 3. The Funders, the System Organization and the Centers understand that the Trustee of the CGIAR Fund shall collect the CSP before such funds are disbursed from the Trust Fund.

#### 4. **Anti-Terrorism**

Recognizing the obligations of countries that are members of the United Nations under various United Nations Security Council resolutions to take measures to prevent financing of terrorists, Centers will, and will require each Program Participant to ensure, consistent with its governing arrangements and policies, including those pertaining to combating financing for terrorists, that the Window 1, 2 and 3 Funds are used for their intended purposes and are not diverted to individuals or entities associated with terrorism, as identified in accordance with relevant United Nations Security Council resolutions. Accordingly, Centers will not, and will

require Program Participants to not, use such Window 1, 2 and 3 Funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to its knowledge or belief is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or directed to a person or entity, appearing on the Consolidated United Nations Security Council Sanctions List.

## 5. **Lobbying**

Centers will, and will require Program Participant to, ensure that none of the Window 1, 2 and 3 Funds is earmarked for lobbying activity, defined as attempting to influence legislation (i) through affecting the opinion of the general public or any segment thereof (i.e. grassroots lobbying) or (ii) through communications with any member or employee of a legislative body, except in the case of both (i) and (ii) to the extent such activities arise inherently in relation to CGIAR Research comprising policy development.

## 6. **Electioneering**

Centers will, and will require Program Participants to, ensure that the Window 1, 2 and 3 Funds will not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.

## 7. **Financial Irregularities**

7.1. **Prevention of Financial Irregularities.** Centers will, and will require Program Participants to, take all reasonable necessary measures to avoid, prevent, detect and manage Financial Irregularities and will therefore:

- 7.1.1. organize operations and internal control systems in a way that Financial Irregularities are prevented and detected;
- 7.1.2. cooperate fully to prevent, stop and handle Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research;
- 7.1.3. require that all staff involved in, and any consultants, suppliers and contractors financed with the Window 1, 2 and 3 Funds refrain from Financial Irregularities.

## 7.2. **Requirement to Inform in Respect of Financial Irregularities.**

- 7.2.1. Participating Centers will promptly inform the System Organization and the relevant Lead Center(s), and will require Program Participants to promptly inform them, if there is a credible concern of Financial Irregularities and of the corrective measures initiated.
- 7.2.2. Lead Centers will promptly inform the System Organization, and will require Program Participants to promptly inform them, if there is a credible concern of Financial Irregularities and of the corrective measures initiated.
- 7.2.3. The provisions of this paragraph [7.2.3] will apply unless and until replaced by the relevant section expected to be included in escalation procedures upon approval by the System Council.

- 7.3. **Cooperate with Investigations.** Centers will, and will require Program Participants to, cooperate fully in the investigations of Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research, whether the investigation is led by the System Organization, the Lead Center or an individual Funder to the Trust Fund.
- 7.4. **Corrective Actions in Respect of Financial Irregularities.** Centers will, and will require Program Participants to, consider corrective actions towards any person and/or legal entity as appropriate where there is a credible concern of Financial Irregularities related to CGIAR Research.
8. **Policies**
- 8.1. **General.** Centers will, and will require Program Participants to, ensure that Window 1, 2 and 3 Funds are used in accordance with the applicable CGIAR Policies and the relevant entity's own policies and procedures as applicable. All CGIAR Policies applicable to the CGIAR Research will be available on the System Organization's web site.
- 8.2. **Use of Materials.**
- 8.2.1. The System Organization may, and in its agreement with Funders may allow Funders to, reproduce, adapt, translate, publish, disseminate and distribute for non-commercial purposes and free of charge all reports, evaluations, impact assessments and other such similar documents, provided or made available by Centers to the System Organization.
- 8.2.2. Where appropriate and applicable, the System Organization will, and in its agreement with Funders will require Funders to, recognize the source.
- 8.2.3. Centers will, and will require Program Participants to, ensure that necessary intellectual property rights are obtained to allow the rights referred to under this paragraph [8.2.3] to be granted. If third party copyright restrictions or attribution requirements apply to such documents, this will be indicated on the documents.
- 8.3. **Procurement.** In the event that consultants are employed or services or goods are procured with the Window 1, 2 and 3 Funds, Centers will, and will require Program Participants to, ensure that the employment and supervision of such consultants and the procurement of such services or goods will be the responsibility of each entity employing or contracting with such consultants or carrying out such procurement and will be conducted in conformity with the Financial Guidelines Series, No. 6, CGIAR Procurement of Goods, Works and Services Guidelines as updated from time to time, in line with the following basic principles: equal treatment and non-discrimination on grounds of nationality, competition, predictability, transparency, verifiability, proportionality.
- 8.4. **Efficiency.**
- 8.4.1. Centers will, and will require Program Participants to, ensure that Window 1, 2 and 3 Funds are used with due regard to economy and efficiency, and that the highest standards of integrity in the administration of the funds are upheld.

- 8.4.2. Centers will ensure that Window 1, 2 and 3 Funds are used in accordance with the Financial Guidelines No. 5, CGIAR Cost Allocation Guidelines as amended from time to time, which set forth that costs incurred will be reasonable, allocable and assignable, where the following meanings apply:
- a. “Reasonable”. Any cost charged to a project should be reasonable, meaning that it is necessary for the performance of a project and that a prudent person in similar circumstances will incur the same.
  - b. “Allocable”. Apart from the costs that are directly assigned, all projects should bear a fair share of costs of the organization’s services and institutional expenses. Such costs should be allocated to the projects using an appropriate allocation method.
  - c. “Assignable”. If a project directly benefits from an item of cost, such costs should be directly assigned to the project.
- 8.4.3. Centers will require Program Participants, with respect to the Window 1, 2 and 3 Funds received by them, to ensure that cost incurred will be reasonable, allocable and assignable.

## 9. **Additional Restrictions on the Use of the Window 1, 2 and 3 Funds**

- 9.1. Investment Income. Centers will, and will require Program Participants to, ensure that Investment income generated by the portions of the Window 1, 2 and 3 Funds, including currency conversion gains, will be used for CGIAR Research or, if not needed for such purposes, returned to the Trustee for deposit into Window 1 to be made available for allocation by the System Council.
- 9.2. **Standards.**
- 9.2.1. Centers will, and will require Program Participants to, carry on operations in accordance with sound administrative, technical, financial, economic, environmental, social, ethical and safety standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers.
- 9.2.2. Centers will, and will require Program Participants to, carry out all regulated research activities under high standards (set with reference to internationally accepted practices) and in accordance with applicable laws and regulations.
- 9.3. **Drug Trafficking.** Each Center confirms, and will require Program Participants to confirm, that it does not believe that the Window 1, 2 and 3 Funds would be diverted in support of drug trafficking.
- 9.4. **No Taxation.** Centers will, and will require Program Participants to, use best efforts, to the extent allowed by applicable agreements, such as those signed with host governments, and other applicable laws, to ensure that the use of the Window 1, 2 and 3 Funds will be free from any taxation or fees imposed under local laws.

- 9.5. **Responsibility to Inform.** The Participating Centers will promptly inform the Lead Center and System Organization, and the Lead Center will promptly inform the System Organization, should substantial deviation from the CGIAR Research supported with Window 1, 2 and 3 Funds develop.
- 9.6. **No Discrimination against Persons with Disabilities.** Centers will not, and will require Program Participants, to agree not to discriminate against persons with disabilities in the implementation of activities financed by the Window 1, 2 and 3 Funds, and to make every effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities in performing such activities. To that end, and to the extent this goal can be accomplished within the scope of the objectives of the CGIAR Research, the System Organization, Centers and any Program Participants involved in an activity financed by the Window 1, 2 and 3 Funds should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities consistent with such principles: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) non-discrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities.
- 9.7. **Environmental Safety.** Centers will, and will require Program Participants to, ensure (i) that the Window 1, 2 and 3 Funds are used with due regard to environmental sustainability and (ii) activities are carried out in accordance with local legislation, good international industry practices and the relevant entities' environmental processes and requirements, and in line with the CGIAR Strategy and Results Framework with respect to improve natural resources systems and ecosystems services objectives.
- 9.8. **Insurance.** Centers will, and will require Program Participants to maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the activities funded by Window 1, 2 and 3 Funds in accordance with generally accepted industry standards and as required by law.
10. **Programmatic Monitoring and Evaluations**
- 10.1. **Monitoring.**
- 10.2. The System Organization will oversee the implementation of the activities being carried out under the CGIAR Portfolio in accordance with the CGIAR System Charter and the CGIAR System Framework.
- 10.2.1. Each Lead Center will oversee the implementation of the CRP(s) or Platform it is leading in accordance with its rules and procedures and the applicable CGIAR Policies.
- 10.2.2. Each Participating Center will monitor its own implementation of activities being carried out with funding from the Window 1, 2 and 3 Funds in accordance with the applicable CGIAR Policies and will collaborate with the Lead Center for each CRP and Platform in which it is participating to enable such Lead Center to fulfil its responsibilities under Paragraph [10.2.1].
- 10.3. **Evaluations.**

10.3.1. Centers will, and will require Program Participants to, carry out their responsibilities with respect to evaluations in accordance with their own rules and procedures and the applicable CGIAR Policies.

#### 10.4. **General.**

10.4.1. As set out in the Agreement between the System Organization and each Funder providing funding to the Trust Fund, Funders will manage their monitoring and evaluation requirements with respect to the CGIAR Portfolio, collectively through the System Council, including relying on the CGIAR Policies, thereby endeavoring not to conduct duplicative evaluations, provided that Funders providing Window 3 Funds may require supplemental monitoring and evaluations with respect to Window 3 Funds, the costs of which, including the internal costs to the System Organization or Center, would be paid by the requesting Funder.

10.4.2. If an individual Funder wishes to request, on an exceptional basis, a review or evaluation of any activities financed with Window 1 and Window 2 Funds, such Funder will consult with a designated representative from the System Organization on the most appropriate scope and terms of reference of such review or evaluation. The designated representative will assist in arranging for such review or evaluation. The costs of any such review or evaluation, including the internal costs of the System Organization or Center with respect to such review or evaluation, will be paid by the requesting Funder.

10.4.3. Centers will, and will require Program Participants to, collaborate on any monitoring or evaluations conducted in connection with CGIAR Research activities funded with the Window 1, 2 and 3 Funds.

### 11. **Reporting**

#### 11.1. **Annual Audited Financial Statements.**

11.1.1. Centers will provide to the System Organization their audited financial statements, as provided by the respective independent auditors of each Center.

11.1.2. Such audited financial statements will be prepared in accordance with International Financial Reporting Standards or U.S. Generally Accepted Accounting Principles and in each case audited by an independent certified auditor of international standard in accordance with international audit standards. Such statements will be prepared as of 31 December of each year to be submitted within six (6) months of the end of each calendar year.

#### 11.2. **CRP and Platform Financial Reports.**

11.2.1. Lead Centers will provide to the System Organization, and Participating Centers will provide to the Lead Centers, financial progress reports with respect to the CRPs and Platforms, prepared in a form and substance and frequency as may be determined by the System Council from time to time.

#### 11.3. **System-Level Programmatic Reports**

11.3.1. Activity, Output, Outcome and Impact Reporting.

- a. Each Participating Center will provide to each Lead Center a programmatic report on the CRP or Platform in which it is participating; and each Lead Center will provide to the System Organization a consolidated programmatic report on the CRP(s) or Platform it is leading.
- b. The programmatic reports will be provided on an annual basis and, unless decided otherwise by the System Council, will include:
  - (ix) An evidence-based assessment of progress on or toward the achievement of expected outputs and outcomes and, if possible, a description of the likelihood of the impact being achieved, which includes evidence of performance using actual data on output and outcome level performance indicators in comparison to baseline where available, and targets, with such data available through web links provided by the System Organization;
  - (x) An assessment of challenges in implementing activities under the relevant CRP or Platform;
  - (xi) An assessment of implementation and achievements of the System Organization's Gender strategy with respect to the relevant CRP or Platform; and
  - (xii) Total spending on the CGIAR Portfolio from all funding sources.
- c. Until such time that the System Council approves an integrated framework for a performance management system for CGIAR Research which will include requirements for reporting on the system level outcomes relating to environment, Centers will, and will require Program Participants to, provide reports that highlight progress and challenges on environmental issues that affect significantly and/or arise from the implementation of the activities under the CGIAR Portfolio, which reports are already required to be prepared by the Centers and Program Participants pursuant to their policies, procedures or some other regulation.

#### 11.3.2. Final Report.

- a. Within six (6) months of the completion of a CRP or Platform, each Participating Center will provide to the relevant Lead Center(s) a final narrative report on the CRP or Platform in which it is participating; and each Lead Center will provide to the System Organization a consolidated programmatic final report on the CRP(s) or Platforms it is leading.
- b. The Final Reports will include the information requested in paragraph [11.3.1] of these Standard Provisions over the course of the relevant CRP or Platform and a summary of considerations identified in above paragraph [11.3.1.b.] and how the relevant CRP or Platform is ensuring the sustainability of results achieved.

11.3.3. Responsibilities with respect to Programmatic Reporting. Participating Centers will provide to the Lead Center such information as is necessary to allow the Lead Center to comply with its reporting obligations under this paragraph [11].

#### 11.4. **Annual Report on all CGIAR Research.**

Each Center will provide the System Organization an annual report on its CGIAR Research activities conducted outside of the CRPs and Platforms.

#### 11.5. **General.**

##### 11.5.1. Maintain Books and Records.

- a. Centers will maintain books, records, documents and other evidence in accordance with International Financial Reporting Standards or United States Generally Accepted Accounting Principles as applicable, and (ii) will require any other Program Participants to maintain books, records, documents and other evidence in accordance with applicable accounting policies.
- b. Centers will , and will require Program Participants to: (i) retain all relevant records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures related to the CGIAR Research activities financed by the Window 1, 2 and 3 Funds for at least 7 years after the date on which the concerned entity provided a final report on such funds for the relevant activities, and (ii) permit designated representatives of the System Council and the System Organization reasonable access during business hours to examine such records.

11.5.2. Information. Each Participating Center will provide to the relevant Lead Center and System Organization, upon reasonable request, all information reasonably available to it relevant to the implementation and progress of the CGIAR Research funded by the Window 1, 2 and 3 Funds and the Lead Centers will provide such information to the System Organization upon reasonable request.

11.5.3. Inspection. Centers will, and will require any Program Participant to, permit the relevant Lead Center, the System Organization or Funders or their designee, as the case may be, to carry out inspection at any time during the period in which CGIAR Research funded by the Window 1, 2 and 3 Funds is being implemented. Any such inspection will be performed during the relevant organization's normal business hours and will not unreasonably interfere with business operations. Any costs incurred by the Centers with respect to an inspection requested by a Funder (i.e., unilaterally and not through the System Council), will be paid by the requesting Funder.

11.5.4. Statement of Assurance. Upon request by the System Organization, Centers will provide the System Organization a copy of letters of representation (to be substantially in a form acceptable to the System Council), providing assurance on adequate internal control systems.

11.5.5. Change in Reporting Requirements. Unless decided otherwise by the System Council and/or System Management Board as the case may be, any change in the form or substance or periodicity of a programmatic or financial report will become effective only in the following calendar year.

#### 11.6. **Additional Audits / Financial Reviews / Programmatic Reporting.**

11.6.1. As set out in the Funding Agreements between the System Organization and each Funder providing funding to the Trust Fund, Funders will manage their audits, financial reviews and programmatic reporting with respect to the Window 1, 2 and 3 Funds collectively through the



System Council, including relying on the CGIAR Policies, thereby endeavoring not to require duplicative reporting, provided that Funders may require supplemental audits, financial reviews and programmatic reporting with respect to Window 3 Funds pursuant to their Window 3 Side Agreements, the costs of which would be paid by the requesting Funder.

- 11.6.2. As set out in the Funding Agreements between the System Organization and each Funder providing funding to the Trust Fund,) if a Funder wishes to request, on an exceptional basis, that the System Organization, a Center or a Program Participant have an external audit or provide additional financial reviews or programmatic reports with respect to Window 1 and Window 2 Funds, and the requesting Funder has a statutory, regulatory or policy environment requiring such Funder's ability to make such a request unilaterally, such Funder will decide with the System Organization and the relevant Lead Center and Program Participant on the most appropriate scope and terms of such audit, review or reporting. The costs of which, including the internal costs of the System Organization and any Center with respect to such additional audits, reviews or reporting, will be paid by the requesting Funder.
- 11.6.3. Centers and will, and require Program Participants to, collaborate on any audits, financial reviews or programmatic reporting conducted in connection with CGIAR Research activities.

## 12. **Limitation of Liabilities**

In providing funds under the Contribution Agreements or Arrangements or Funding Agreements or Arrangements, the Funders do not accept nor does the System Organization accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of activities with funds from the Trust Fund.

### 12.1. **No Additional Obligations.**

- 12.1.1. Neither will an individual Funder nor the System Organization be obligated to reimburse a Center or any other recipient of the Window 1, 2 and 3 Funds for costs incurred in excess of the total amount provided to Centers under the relevant Decision Letters.
- 12.1.2. Centers are only required to incur costs for and carry out research activities for the amount of funds actually received by them under the applicable Fund Use Agreements or Subagreements entered into by them. For the avoidance of doubt, in the event funding is suspended under an applicable Fund Use Agreement or Subagreement or an applicable Fund Use Agreement or Subagreement is terminated, Centers are required to carry out all of the activities for which funding has been provided under the applicable Fund Use Agreement or Subagreement or to refund funds to the Trust Fund in accordance with paragraph [16] of these Standard Provisions.

## 13. **Conflict of Interest**

- 13.1. **Avoiding Conflicts of Interest.** Centers will, and will require any Program Participant to, take all necessary precautions to avoid or manage any Conflicts of Interest in all matters related to the Window 1, 2 and 3 Funds.

- 13.2. **Resolving Conflicts of Interest.** If a Conflict of Interest occurs, Centers will take, and will require Program Participants to take, without delay, all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

14. **Acknowledgement of Funders**

All communications products on CGIAR Research funded by the Window 1, 2 and 3 Funds, whether online or in hard copy form (e.g., publications, press releases, newsletters, website stories, blogs, posters, etc.), must acknowledge support received from Funders in accordance with the CGIAR Branding Guidelines as updated from time to time.

15. **Suspending Window 1 and Window 2 Funds**

- 15.1. The System Organization may, at any time, suspend transfers of funding from Window 1 and Window 2 allocated to a specific Lead Center or instruct a Lead Center to suspend transfers of Window 1 and 2 Funds allocated to a Participating Center, wholly or in part, if the System Organization has a credible concern that the Window 1, 2 and 3 Funds are not used in accordance with the applicable Fund Use Agreements.

- 15.2. Before such action is taken, the System Organization will consult with the System Council as well as the relevant Lead Center and the relevant Center, if applicable, and the System Organization and such Lead Center and Center, if applicable, will endeavor to identify ways and means to manage the suspension and mitigate impact on implementation of CGIAR Research until such time that the suspension may be lifted.

- 15.3. A Lead Center may, on its own without instructions from the System Organization, suspend transfers of Window 1 and Window 2 Funds to a specific Participating Center, wholly or in part, if there is a credible concern the Window 1, 2 and 3 Funds are not used in accordance with the applicable Fund Use Agreements or Subagreements entered into by such Participating Center.

- 15.4. Before such action is taken, the Lead Center will consult with the System Organization and the relevant Participating Center and the parties will endeavor to identify ways and means to manage the suspension and mitigate impact on implementation of CGIAR Research until such time that the suspension may be lifted.

16. **Unexpended or Uncommitted Funding**

- 16.1. Centers will, and will require Program Participants to, promptly return any portion of the Window 1 and Window 2 Funds that is unexpended or uncommitted at the completion of the CRP or Platform for which it was provided (including approved extensions) or at the termination of a Financial Framework Agreement between the System Organization and a Center unless decided otherwise by the System Council. Such returned funds will be deposited to Window 1 of the Trust Fund.

- 16.2. At the written direction of an individual Funder, the System Organization will require Centers to promptly return any portion of Window 3 Funds that are unexpended or uncommitted at

the completion of the CGIAR Research program or platform for which it was provided (including approved extensions).

**17. Misused Funds**

17.1. Centers will, and will require Program Participants to, refund any portion of Window 1 and Window 2 Funds not used in accordance with the applicable Fund Use Agreements or Subagreements.

17.2. Subject to paragraph [1.2.3] of these Standard Provisions, the System Organization will require Centers to refund any portion of the Window 3 Funds not used in accordance with the applicable Fund Use Agreement, and such Funds will be deposited to Window 1, Window 2 or Window 3 of the Trust Fund as directed by the Funder that contributed such funding.

**17.3. Inconsistency**

In the event of any inconsistency between the Cover Agreement and these Standard Provisions, these Standard Provisions will prevail.

**18. Amendments**

These Standard Provisions may only be amended by approval of the System Management Board, after consultation with the System Council. The System Organization will promptly notify the Centers in writing of any such amendments to these Standard Provisions.

FINANCIAL FRAMEWORK AGREEMENT

Between

THE CGIAR SYSTEM ORGANIZATION

and

*[insert name of Center or Lead Center]*

Dated [            ]

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**THE FINANCIAL FRAMEWORK AGREEMENT** Cover Pages (the “**Cover Pages**” and together with the CGIAR Glossary, Standard Provisions and the Decision Letters, the “**Financial Framework Agreement**”) is entered into between:

- (1) The CGIAR System Organization (the “**System Organization**”) with a registered address at 1000 Avenue Agropolis, 34394 Montpellier, France; and
  - (2) [*insert name of Lead Center or Center*] (the “**Center**”<sup>1</sup>), with a registered address at
- (each, a “**Party**” and together, the “**Parties**”).

**BACKGROUND:**

- (A) Centers, in close collaboration with CGIAR System Partners, and with funding provided by Funders through the Trust Fund, or with Bilateral Funding, carry out CGIAR Research in support of the CGIAR Strategy and Results Framework.
- (B) The System Organization facilitates and oversees implementation of the CGIAR Strategy and Results Framework.
- (C) The System Organization entered into an agreement with the World Bank on the terms and conditions for the establishment and administration of the Trust Fund.
- (D) Funders may provide funding to the Trust Fund in support of the activities of the System Organization and for CGIAR Research through three alternative mechanisms: (a) Unrestricted Funding or Window 1; (b) research-program specific funding or Window 2; and/or (c) Center-specific funding or Window 3; or if no window is specified, the funding will be placed in the Provisional Account until a determination is made by the Funder at a later date.
- (E) The Center may receive funding from Window 1, Window 2 [and Window 3]<sup>2</sup> of the Trust Fund as a Lead Center and/or a Program Participant.
- (F) The Parties wish to set out in this Agreement the terms and conditions governing the use and administration of the funding from the Contributions transferred to the Center for implementation of CGIAR Research.

**IT IS AGREED** as follows:

**1. Definitions**

Capitalized terms not defined in this Agreement have the meanings given to them in the CGIAR Glossary (Annex 1) as updated from time to time.

**2. Charter of the CGIAR System Organization**

The System Organization and the Centers will act at all times in accordance with their respective functions, responsibilities and limitations set out in the Charter of the CGIAR System Organization.

**3. Funding to support CGIAR Research**

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<sup>1</sup> If the Lead Center is not a Center, replace “Center” throughout with the name of the entity throughout and adjust the document accordingly. At present, the only Lead Center which is not a Center is Global Crop Diversity Trust.

<sup>2</sup> The reference to Window 3 here is only applicable to Centers receiving funding and not to the Global Crop Diversity Trust.

- 3.1 The System Organization has entered or intends to enter into Funding Agreements and Arrangements with Funders making Contributions to the Trust Fund which will set forth the responsibility of the System Organization with respect to the use, administration and expenditure by the System Organization and Centers of such Contributions.
- 3.2 The purpose of the Contributions is to make funding available to support the activities of the System Organization (including the System Costs) and for CGIAR Research carried out by Centers and CGIAR System Partners in support of the CGIAR Strategy and Results Framework.
- 3.3 From time to time, the System Organization will inform Centers of approved CRPs or Platforms, approved changes to such CRPs or Platforms, Indicative Funding, Annual Allocations or of any additional terms with respect to such funding through Decision Letters as further specified below.
- 3.4 The Center may receive funding from Window 1 and/or Window 2 of the Trust Fund, following instructions from the System Organization to the Trustee to disburse funding or from Window 3 pursuant to instructions from the Funder providing such funding to Window 3.

#### 4. **Window 1, 2 and 3 Funds**

The Window 1, 2 and 3 Funds disbursed to the Center will be administered and used in accordance with the Standard Provisions set out in Annex 2, which contain: i. responsibilities with respect to the Center's role as a Lead Center for each of the CRPs or Platforms the Center is leading, if applicable; and ii. responsibilities with respect to the Center's role as a Program Participant in each of the CRPs and/or Platforms in which the Center is participating.

#### 5. **CGIAR Research Programs and Platforms**

##### 5.1 **Program Approval and Indicative Funding**

- (a) Following approval of a CGIAR Research Program or Platform proposal and endorsement of Indicative Funding for such CRP or Platform, the System Organization shall send a Decision Letter to the Center in respect of any CRP or Platform in which the Center is the Lead Center and a copy of such Decision Letter in which the Center is a Program Participant, informing the Center of such approval and endorsement. A hyperlink to the final approved CGIAR Research Program or Platform proposal shall be included in such Decision Letter.
- (b) Such notification of an endorsement of Indicative Funding through the Decision Letter is only an indication of the System Organization's intention to make available such amount to support the CRP or Platform during the duration of the CRP or Platform and is subject to funding availability. The Indicative Funding provides a basis for planning for the Lead Center and Program Participants and does not constitute an obligation, liability or commitment of the System Organization to make available any amount to the Lead Center or any Program Participant.

##### 5.2 **Annual Allocations**

- (a) Annual Allocations. Following approval by the System Council of the Annual Allocation for each CRP and Platform, the System Organization shall send a Decision Letter to the Center in respect of any CRP or Platform in which the Center is the Lead Center and a copy of such Decision Letter in which the Center is a Program Participant, informing the Center of such allocation.
- (b) Adjustments to Annual Allocations. The System Organization shall use its best efforts to make funds available to the Lead Center according to the amounts and timing notified to the Lead Center in a Decision Letter. However, the System Organization may adjust

the amount and timing of any disbursement of funds and/or disburse an amount that is different from the amount stated in the Decision Letter following the delivery to the Lead Center of the Decision Letter. This may occur for various reasons, including, without limitation, changes in the needs of the CRP or Platform, in the underlying assumptions made when determining the Annual Allocations and in funding availability. Following such adjustment, the System Organization shall notify the Lead Center of such changes as soon as possible.

### 5.3 **Decision Letters**

Any changes to a CRP or Platform, including the work program and financing plan or the annual allocation shall be reflected in a following Decision Letter. The Lead Center may also request any significant changes to a CRP or Platform and such proposed changes shall be considered by the System Organization in accordance with the CGIAR Policies and any applicable Fund Use Agreement. Approved changes shall be communicated in a following Decision Letter. Each Decision Letter for a CRP or Platform shall amend and replace the previous Decision Letter for such CRP or Platform and each Decision Letter shall be sign by the System Organization and acknowledged by the Lead Center.

### 6. **Duration**

This Agreement shall remain effective until one year after all CRPs and Platforms which the Center leads or participates in have expired and the Center is no longer receiving support from the System Organization, or earlier, if the System Organization or the Center terminates this Agreement in accordance with paragraph [12] of this Agreement.

### 7. **Notices**

Any notice or request required or permitted to be given or made in this Agreement will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, by an internationally recognized express delivery services, or emailed to the Party to which it is required to be given or made, at such Party's address specified below or at such other address as the Party will have specified in writing to the Party giving such notice or making such request:

**For the System Organization:**

Title:  
Address:  
Telephone:  
Email:

**For the Center:**

Title:  
Address:  
Telephone:  
E-mail:

### 8. **English Language**

All documents to be furnished or any communications made under this Agreement shall be in English or, if another language, accompanied by a certified translation into English, which translation shall govern between the System Organization and the Center.

### 9. **Access to Information**



This Agreement may be made publicly available in accordance with the respective Parties' policies and procedures. In addition, any information provided by the Center to the System Organization relating to CGIAR Research, activities of the Center and other activities funded by the Contribution may be disclosed in accordance with the respective Parties policies, procedures and any requirements under any Fund Use Agreement.

**10. No waiver of Privileges and Immunities**

Nothing in or relating to this Agreement will be deemed to be a waiver of any privileges and immunities of the System Organization or the Center.

**11. No Employee or Agency Relationship**

This Agreement is neither a contract for services nor a contract of service or employment. No provision in this Agreement creates or may create a joint venture, an association, or a partnership, employment or agency relationship, between a Funder, the System Organization, the Center, or any Lead Center or Program Participant.

**12. Termination**

12.1 The Center or the System Organization may terminate this Agreement upon 120 calendar days' prior written notice.

12.2 In the event of any such termination, the Center will return any unexpended or uncommitted funding in accordance with paragraph [16] of the Standard Provisions.

**13. Dispute Resolution**

Except as otherwise provided in this Agreement and unless and until replaced by a mechanism to resolve disputes between the System Organization and Centers approved by the System Management Board, the System Organization and the Center agree to make every effort to settle amicably any dispute that may arise between them in connection with this Agreement. If the System Organization and the Center 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. If resolution is not reached through consultation or mediation, all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (2012). The place of arbitration shall be London, United Kingdom and the language of arbitration shall be English. All arbitration rulings under this provision shall be final.

**14. Entire agreement and Amendments.**

14.1 This Agreement, including Annex 1 (CGIAR Glossary), Annex 2 (Standard Provisions) and the Decision Letter(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications and proposals, whether electronic, oral or written, between the Parties with respect to such subject matter.

14.2 This Agreement may only be amended by written, signed agreement between the System Organization and the Center, with the following exceptions: the CGIAR Glossary and Standard Provisions may be amended by approval of the System Council after consultation with the System Management Board, with any such amendment to the CGIAR Glossary or Standard Provisions automatically incorporated into this Agreement as and when such amendment becomes effective without the need for further written agreement between the System Organization and Center; provided that such amendment to the CGIAR Glossary or Standard Provisions does not conflict with other terms of this Agreement.

15. **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that no Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Party.

16. **Continuing Effect**

After termination of this Agreement, the Parties obligations will continue to survive to the extent they relate to the Window 1, 2 and 3 Funds and activities funded with such funds.

17. **Counterparts**

This Agreement may be signed in one or more counterparts, each of which will be deemed an original but all of which will be considered one and the same agreement. Copies of signed counterparts transmitted by facsimile or other electronic transmission service will be considered original signed counterparts for purposes of this Agreement.

18. **Authority to Sign**

The Parties certify that (i) each Party is fully authorized and has the legal capacity to enter into this Agreement, and (ii) their undersigned representatives are fully authorized by the Party he or she represents to enter into the terms and conditions of this Agreement, to execute it on behalf of that Party, and to legally bind the Party on whose behalf he or she executes this Agreement.

19. **Effective Date**

The Agreement is effective as of 1 January 2017 (the “**Effective Date**”).

**ACKNOWLEDGED AND AGREED**

By THE SYSTEM ORGANIZATION

---

Name:

Title: Executive Director

By [insert name of Center]

---

Name:

Title: Director General



The Appendices includes the following important information:

**Schedule 1: The [insert name of CRP or Platform] Proposal**

**Schedule 2: Program Terms**

Sincerely,

---

Executive Director, System Organization

**Choose if applicable: Annual Allocation for [Name of CRP]**

I am pleased to inform you that following the recommendations of the System Management Board on [date], the System Council has approved [**Name of CRP or Platform**] to receive support from the Trust Fund as specified in the attached Decision Letter (Appendix A).

[**Name of Lead Center**] and the following Participating Centers, [**insert name(s) of Participating Centers**] have each entered into a Financial Framework Agreement with the System Organization, setting out standard terms and conditions for the use of Window 1, 2 and 3 Funds for CGIAR Research.

[**Name of Lead Center or Center**] will use any funds provided for this [CRP] [Platform] as set out in the activities under the [Year] Work Program and Financing Plan for such [CRP] [Platform] [(which is attached to the Decision Letter as Annex 1)].

The terms, conditions, and restrictions applicable to disbursement of funding from the Trust Fund and implementation of the [CRP] [Platform] with the funding provided from the Trust Fund, including those additional responsibilities applicable to a Lead Center, are specified in the respective Financial Framework Agreement, including Annex 2 attached thereto.

The Appendices includes the following important information:

**Schedule 1: Annual Work Program and Financing Plan**

**Schedule 2: Program Terms**

Sincerely,

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Executive Director, System Organization

**SCHEDULE 1**

**[Choose as applicable] [[CRP][PLATFORM] PROPOSAL] OR  
[ANNUAL WORK PROGRAM AND FINANCING PLAN]**

**[Insert if preparing Notice of Program Approval and Indicative Funding]:** The [CRP][Platform] proposal can be found here [*insert hyperlink*].

**[Insert if preparing a Notice of Annual Allocation if the work program and financing plan has not been finalized prior to the approval of the budget]:** The Annual Work Program and Financing Plan shall be deemed to be attached to this Decision Letter as Annex 1 upon its approval by the System Council.

## SCHEDULE 2

## PROGRAM TERMS

## CGIAR Research [Program] [Platform]

<b>1. Lead Center:</b> [Name of Lead Center]							
<b>2. Participating Centers:</b> [Name of Participating Centers]							
<b>3. Program payment grant number:</b> [grant_nbr]							
<b>4. Date of Decision Letter:</b> [date]							
<b>5. Program:</b> [Name of CRP]							
<b>6. Program Duration:</b>							
<b>7. Program Budget, Annual Amount and Disbursed Amount (all amounts are in US\$):</b>							
Program Year	«Year_1_»	«Year_2»	«Year_3»	«Year_4»	«Year_5»	«Year_6»	Total
Indicative Funding							
Annual Allocation							
Disbursed Amount							
<b>8. Other Conditions: The following terms and conditions shall apply to the Program</b> [Complete as appropriate with additional terms and/or revised terms, e.g., Information on restrictions on providing Window 1 funding to a specific flagship; a revised indicative budget].							

## Appendix 3

### **Appendix 3.1:** Form of Window 3 instruction letter from Center to Trustee



FORM OF WINDOW 3  
INSTRUCTION LETTER FROM CENTER TO TRUSTEE

[Center letterhead]

[Date]

[Name]  
[Title]  
[Name of Center]  
[Address]

**RE:        *Transfer of Funds from Window 3 of CGIAR Trust Fund (MTO No. 069033)***

Dear \_\_\_\_\_:

**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 \_\_\_\_\_, 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;

(C)        The \_\_\_\_\_ [name of Center] (the “Center”) (together with the Trustee, the “Parties”, and each a “Party”) 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 Window 3 side agreements with Funders, as may be amended from time to time in accordance with its provisions (each, a “Window 3 Side Agreement”), which set out the terms and conditions governing the use and administration of the funding from the relevant Funder through the Window 3 of the Trust Fund; and

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

**NOW THEREFORE,**

1. The Center hereby agrees that the Trustee may, from time to time, transfer Trust Fund funds from the Window 3 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 to the Center by email (with a copy to the relevant Funder and the System Organization) of the coming transfer of the Trust Fund 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, and attach a copy of the relevant Contribution Agreement as appropriate. The Center shall confirm to the Trustee by email the information contained therein. Following receipt of such confirmation by the Center, the Trustee will transfer the Trust Fund funds to the Center.
3. For the purpose of any transfer of Window 3 Trust Fund funds to the Center under paragraph 2 above, the Trustee shall deposit the relevant amount to the following account (or such other account notified in writing by the Center and confirmed in writing by the Trustee):

Account Name: [...]

Bank Name: [...]

Bank Address: [...]

Account Number: [...]

Swift Bic Code: [...]

IBAN [...]

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 at such other address as such Party notifies in writing to the other Party from time to time.

For the Center:

[*title*]

[*office*]

[*name of Center*]

[*address*]

Telephone:

Facsimile:

E-mail:

For the Trustee:

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.

Telephone: +1 (202) 473-7654

Facsimile: +1 (202) 522-2447

E-mail: [mtotruster@worldbank.org](mailto:mtotruster@worldbank.org)

5. Capitalized terms not otherwise defined herein will have the meaning given to them in the CGIAR Trustee Agreement.
6. This letter agreement may be amended only by written amendment between the Trustee and the Center.
7. 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 counter signature.

Sincerely,

[NAME OF CENTER]

---

[Name]

[Title]

**AGREED:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_