Amendment No. 41 to the Contribution Agreement
Between the Bill & Melinda Gates Foundation and the Trustee
for the CGIAR Fund (TF 069018)

WHEREAS, a Contribution Agreement dated April 18, 2012 was entered into by the International Bank for Reconstruction and Development (the “Bank”) and the Bill & Melinda Gates Foundation (the “Fund Donor,” and together with the Bank, the “Parties”) (the “Contribution Agreement”) for the purpose of receiving funds for the multi-donor trust fund for the CGIAR, TF 069018, and for which capitalized terms used therein and herein are used as defined in the Glossary as such term is defined in Annex I (Defined Terms) attached to such Contribution Agreement;

WHEREAS, the Contribution Agreement (also referred to as the Window 3 Contribution Agreement) was entered into for the Fund Donor to provide one or more grants to the CGIAR Fund for specific support to one or more Centers through Window 3, in each case in connection with a written agreement between the Fund Donor and the respective Center as specified herein; and

WHEREAS, the Fund Donor wishes to contribute additional funds for Window 3 to the CGIAR Fund;

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

1. The Fund Donor hereby agrees to contribute a total amount of US$3,248,831.00 (the “Contribution”) to the CGIAR Fund as specified in paragraph 3 below.

2. The Contribution shall be administered by the Trustee in accordance with the terms and conditions specified in the Contribution Agreement, including Annex 1 (Defined Terms) (until such time as Annex 1 is replaced by the Glossary through inclusion thereof in the Common Operational Framework, at which time such Glossary shall be incorporated by reference into the Contribution Agreement), Annex 2 (Trustee Provisions), and Annex 3 (Form of W3 Transfer Agreement), as well as the Governance Framework and the CGIAR Principles, which are hereby incorporated by reference, all of which constitute an integral part of the Contribution Agreement.

3. The Fund Donor shall deposit the Contribution in cash through a bank transfer into such account with such bank designated by the Trustee in accordance with the following payment schedule, in each case upon submission of a payment request by the Trustee:

   (i) US $1,583,342.00 upon effectiveness of this Amendment (“Installment 1”); and

   (ii) US $1,665,489.00 upon effectiveness of this Amendment (“Installment 2”).

4. When making deposits, the Fund Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Fund Donor for the CGIAR Fund (TF 069018), and the date of the deposit.

5. Upon receipt and identification of any deposits, and subject to the terms of paragraphs A.2.6 and A.4.3 of Annex 2 attached to the Contribution Agreement, the Trustee shall assign the Contribution as follows:
<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount</th>
<th>Window</th>
<th>Designation</th>
<th>CSP</th>
<th>Net Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,583,342.00</td>
<td>3</td>
<td>IFPRI</td>
<td>$31,666.84</td>
<td>$1,551,675.16</td>
</tr>
<tr>
<td>2</td>
<td>$1,665,489.00</td>
<td>3</td>
<td>IFPRI</td>
<td>$33,309.78</td>
<td>$1,632,179.22</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$3,248,831.00</td>
<td>3</td>
<td>IFPRI</td>
<td>$64,976.62</td>
<td>$3,183,854.38</td>
</tr>
</tbody>
</table>

6. (a) The Fund Donor has entered into the International Food Policy Research Institute Grant Agreement OPP1125297 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder IFPRI with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

   (b) The Fund Donor has entered into the International Food Policy Research Institute Grant Agreement OPP1009468, as amended, attached hereto as Annex 2 with respect to a portion of the Window 3 funds being provided hereunder to IFPRI, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

7. No portion of the Contribution is earmarked for lobbying activity.

8. The offices responsible for coordination of all matters related to the implementation of the Contribution Agreement and this Amendment are, except as may be notified in writing to the other Contact:

   For the Trustee (the "Trustee Contact"):
   Director
   Trust Funds and Partnerships
   The World Bank
   1818 H Street, NW
   Washington, DC 20433, U.S.A.
   Tel: + 1 202 473 7654
   Fax: + 1 202 614 0249

   For the Fund Donor (the "Fund Donor Contact"):
   Saki Kato
   Senior Coordinator, Grants and Contracts Management
   Bill & Melinda Gates Foundation
   1432 Elliott Avenue West
   Seattle, WA 98119, U.S.A.
   Tel: + 1 206 709 3100
   Fax: + 1 206 494 7111

9. All other terms of the Contribution Agreement shall remain the same.

10. This Amendment may be executed in separate counterparts and by each of the Parties separately on a separate counterpart, and each such counterpart, when so executed, shall be an original. Such counterparts shall together constitute one and the same instrument.
11. IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment to be signed in their respective names. This Amendment shall become effective as of the date of the last signature.

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

Jaehyang Oh, Director,
Trust Funds and Partnerships
Development Finance
Date: 6/4/15

BILL & MELINDA GATES FOUNDATION

Sak. Kato, Senior Coordinator, Grants and Contracts Management
Bill & Melinda Gates Foundation
Date: May 28, 2015

Annex 1 IFPRI Grant Agreement OPP1125297 – for informational purposes only
Annex 2 IFPRI Grant Agreement Amendment 2 OPP1009468 – for informational purposes only
BILL & MELINDA GATES FOUNDATION

GRANT AGREEMENT
Investment ID OPP1125297

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION

Name: International Food Policy Research Institute
Tax Status: Public Charity pursuant to U.S. IRC § 509(a)(1)
You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address: 2033 K St. NW
Washington, DC, 20006-1002
United States of America
Primary Contact: Agnes Quisumbing, Senior Research Fellow, a.quisumbing@cgiar.org

FOUNDATION INFORMATION

Mailing Address: P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact: Vicki Wilde, Senior Program Officer, Vicki.Wilde@gateafoundation.org

AGREEMENT INFORMATION

Title: Gender, Agriculture, and Assets Program Phase Two (GAAP 2 for pro-WEAI)
"Charitable Purpose": To validate a measure of women’s empowerment that agricultural development projects can use to diagnose key areas of women’s and men’s disempowerment, design appropriate strategies to address deficiencies, and monitor project outcomes related to women’s empowerment
"Start Date": Date of last signature.
"End Date": May 30, 2020
This Agreement includes and incorporates by this reference:
   - Grant Amount and Reporting & Payment Schedule (Attachment A)
   - Terms and Conditions (Attachment B)
   - Proposal Narrative (date submitted March 26, 2015)
   - Results Framework and Tracker (date submitted March 26, 2015)
   - Budget (date submitted March 26, 2015)

THIS AGREEMENT is between International Food Policy Research Institute ("IFPRI," "You" or "Grantee") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

BILL & MELINDA GATES FOUNDATION

Pamela K. Anderson
Director, Agricultural Development
April 30, 2015

INTERNATIONAL FOOD POLICY RESEARCH INSTITUTE

Shenggen Fan
Director General
May 12, 2015

Date
GRANT AGREEMENT
Investment ID OPP1125297

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT
The Foundation will pay You, or designee, The International Bank for Reconstruction and Development ("IBRD"), the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

PAYMENTS
The Foundation will make payments according to the Reporting & Payment Schedule and, where specified, contingent on Your completion of the applicable target, milestone, or reporting deliverable. The Foundation may approve changes to the schedule from time to time, and will confirm any such changes in writing. You have directed that the Foundation pay the grant funds to the Consultative Group on International Agricultural Research Fund (MTO 069018), which is administered by the IBRD as trustee. We understand and you agree that the IBRD will make disbursements from the grant funds to you or for your benefit solely for the Project, or for Charitable Purposes, at such times and in such manner as set forth in the Contribution Agreement.

REPORTING
You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

<table>
<thead>
<tr>
<th>REPORTING &amp; PAYMENT SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Investment Period</strong></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Start Date - May 31, 2016</td>
</tr>
<tr>
<td>June 1, 2017 - May 31, 2018</td>
</tr>
<tr>
<td>June 1, 2018 - May 30, 2019</td>
</tr>
<tr>
<td>Entire Grant Term</td>
</tr>
<tr>
<td><strong>Total Grant Amount</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE
The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "Project") in order to further the Charitable Purpose. IBRD will administer the grant funds for the Project in accordance with the terms and conditions of a Contribution Agreement to be executed between the Foundation and the IBRD.

MANAGEMENT OF FUNDS

USE OF FUNDS
You may not use funds provided under the Agreement ("Grant Funds") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. IBRD shall use an amount equivalent to 2% of the grant funds to reimburse its costs related to the administration of the funds.

INVESTMENT OF FUNDS
You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "Income"). Any income must be used for the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT
You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "Global Access" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

PUBLICATION IN PEER-REVIEWED JOURNALS
If You seek publication of Funded Developments in a peer-reviewed journal, such publication shall be under "open access" terms and conditions consistent with the Foundation’s Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS
You have the exclusive right to select subgrantees and subcontractors to assist with the Project.
TRAVEL STIPENDS AND CONFERENCE FEES
You have sole discretion over Your selection of individuals to whom You give travel stipends or conference expense reimbursements and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS
You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM
You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, Russia and Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY
You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY
You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

REGULATED ACTIVITIES

RESEARCH INVOLVING HUMAN SUBJECTS
You agree that no funds will be expended to enroll human subjects in any research project subject to Institution Review Board (IRB) or independent ethics committee (IEC) approval until such approval has been obtained for each site.

COVERAGE FOR ALL SITES
You agree that for each venue in which any part of the Project is conducted (either by Your organization or a subgrantee or subcontractor) all legal and regulatory approvals for the activities being conducted will be obtained in advance of commencing the regulated activity. You further specifically agree that no funds will be expended to enroll human subjects until the necessary regulatory and ethical bodies' approvals are obtained.

REGULATED RESEARCH
The coverage requirements set forth in the preceding paragraph include but are not limited to regulations relating to: research involving human subjects; clinical trials, including management of data confidentiality; research involving animals; research using substances or organisms classified as Select Agents by the U.S. Government; use or release of genetically modified organisms; research use of recombinant DNA; and/or use of any organism, substance or material considered to be a biohazard, including adherence to all applicable standards for transport of specimens, both locally and internationally, as appropriate. As applicable, regulated activities and their documentation are to be conducted under the applicable international, national, and local standards. Documentation of research results should be consistent with regulations and the need to establish corroborated dates of invention and reduction to practice with respect to inventions where this is relevant.
PROVISION OF CARE FOR HUMAN SUBJECTS RESEARCH
In keeping with "Good Clinical Practice" standards, You will disclose to subjects and the IRBs what care and/or referrals will be available through participation in the study. Institutional policies regarding what care will be provided to personnel who are injured as a result of their work on the Project should similarly be developed, approved and implemented with notice to the employees.

PUBLICITY

PUBLICITY BY THE FOUNDATION
The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosure.

PUBLICITY BY YOU
You must obtain the Foundation’s prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation’s name or logo. Please email Your request to: granteecommss@gatesfoundation.org two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: www.gatesfoundation.org/grantseeker/documents/guidelines_commuincations_for_grantees.doc.

PUBLICITY BY OTHERS
You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

OTHER

COMPLIANCE WITH LAWS
In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property rights of any third party.

RELIANCE
You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM
This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement.

TERMINATION
The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project’s success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

RETURN OF FUNDS
Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to the Foundation, applied to another Foundation-funded project (current or under consideration), or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation.

RECORD KEEPING
You will maintain adequate accounting records related to the Project. You will make such records available to enable the Foundation to monitor and evaluate how Grant Funds have been used.
SURVIVAL
A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT AND AMENDMENTS
This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS
Written notices and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY
Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT
You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS
Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.
May 18, 2015

Dr. Shenggen Fan
Director General
International Food Policy Research Institute
2033 K St. NW
Washington, DC 20006-1002

Amendment No. 2 for Grant No. OPP1009468 (the "Amendment")

Dear Dr. Fan:

The Bill & Melinda Gates Foundation (the “Foundation”) and International Food Policy Research Institute (the “IFPRI”) entered into a grant agreement with a Start Date of September 12, 2013 regarding a grant to expand and deepen the preeminent platform for economic and biophysical modeling of agricultural technology and policy driven food supply response to allow research to be better targeted to small farmers. This agreement was amended on July 24, 2014 (as so amended, the “Grant Agreement”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Grant Agreement.

This Amendment notifies you that the reporting schedule for your grant has changed. Your new payment and reporting schedule for the remainder of your Grant Period is as follows:

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Payment Amount</th>
<th>Milestone or Deliverable</th>
<th>Due by</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2015</td>
<td>$1,665,489.00</td>
<td>Progress Report</td>
<td>RECEIVED</td>
<td>Start Date through December 31, 2014</td>
</tr>
<tr>
<td>May 2016</td>
<td>$1,665,488.00</td>
<td>Progress Report</td>
<td>March 1, 2016</td>
<td>January 1, 2015 through December 31, 2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Final Report</td>
<td>January 1, 2017</td>
<td>Start Date through September 30, 2016</td>
</tr>
</tbody>
</table>

**Effect of Amendment.** Except as modified by this Amendment, all other terms and conditions of the Grant Agreement remain in full force and effect.

Please contact Saki Kato, Senior Coordinator, Grants and Contracts Management, if you have any questions.

On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,

Saki Kato
Senior Coordinator, Grants and Contracts Management
Global Development