Trust Fund Contribution Agreement
Between the Republic of France, acting through its Ministry for Europe and Foreign Affairs, and the International Bank for Reconstruction and Development as Trustee of the CGIAR Trust Fund (MTO No. 069033)

WHEREAS,

(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 March 8, 2017, 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;

(C) The Republic of France, acting through its Ministry for Europe and Foreign Affairs (the “Funder”), has decided to provide contributions to the Trust Fund in accordance with and subject to the provisions of this Contribution Agreement; and

(D) The Funder has entered into, or will enter into, a Funding Agreement with the System Organization with respect to the Funder’s contribution to the Trust Fund (the “Funding Agreement”), 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.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Trustee acknowledges that the Funder (together with the Trustee, the “Parties” and each a “Party”) will provide the sum of four million euro (EUR 4,000,000.00) (the “Contribution”) for the Trust Fund in accordance with the terms of this Contribution Agreement.

2. The Trustee shall administer the Contribution to the CGIAR Trust Fund in accordance with the CGIAR Trustee Agreement, and the provisions of the CGIAR Trustee Agreement shall apply to the Contribution. The Parties acknowledge as of the effective date of this Contribution Agreement that: in accordance with the CGIAR Trustee Agreement, (a) the Trustee 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 paragraphs 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 the date of the request sent to the Funders for consent, as set out in paragraph 10.2 thereof.
3. Other Funders are also expected to contribute to the CGIAR Trust Fund on such terms and conditions.

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

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

5.1. Contribution Currency: Euro

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

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

5.3. Payment Schedule:

<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount (EUR)</th>
<th>Payment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4,000,000.00</td>
<td>upon full signature of this Contribution Agreement</td>
</tr>
</tbody>
</table>

5.4. Window Designation and Cost Sharing Portion:

<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount (EUR)</th>
<th>Window</th>
<th>Designation</th>
<th>Cost Sharing Portion (EUR)</th>
<th>Net Allocation Amount (i.e., Amount less Cost Sharing Portion) (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,340,000.00</td>
<td>2</td>
<td>CRP 12 FTA</td>
<td>26,800.00</td>
<td>1,313,200.00</td>
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<tr>
<td>1</td>
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<td>2</td>
<td>CRP 21 A4NH</td>
<td>26,600.00</td>
<td>1,303,400.00</td>
</tr>
<tr>
<td>1</td>
<td>1,330,000.00</td>
<td>2</td>
<td>CRP 22 CCAFS</td>
<td>26,600.00</td>
<td>1,303,400.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>4,000,000.00</td>
<td></td>
<td></td>
<td>80,000.00</td>
<td>3,920,000.00</td>
</tr>
</tbody>
</table>

5.5. Additional Provisions for Payments:

Notwithstanding paragraph 5.3 (Payment Schedule) above:

(a) the Funder shall not be required to make any payment for the Contribution before the Funding Agreement is entered into between the System Organization and the Funder with respect to the Funder’s contributions to the Trust Fund; and
(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 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.

6. With respect to contributions to Window 3, if any, by-designating a Center under paragraph 5.4 above, the Funder shall be deemed to have requested and authorized the Trustee to transfer to the designated Center the Net Allocation Amount specified for it under the said paragraph. The Trustee may make such transfer, promptly after the receipt by the Trustee of the 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 6 shall 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 shall be in writing and delivered by mail, fax or e-mail to the respective Party’s address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

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

For the Funder (the “Funder Contact”):
Mr. Joan Valadou
Ministère de l’Europe et des Affaires Etrangères
DGM/DDD/HUMA
Sous-direction du développement humain
27 rue de la Convention
5732 Paris Cedex 15
France
Tel: +33 1 43 176 371
Email: joan.valadou@diplomatie.gouv.fr; secretariat.dgm-ddd-huma@diplomatie.gouv.fr

8. The Trustee shall disclose the Contribution Agreements 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, the Funder consents to such disclosure of its respective Contribution Agreement and such related information.

9. The Funder and the Trustee shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Contribution Agreement.
10. The Trustee shall be responsible only for performing those functions specifically set forth in the CGIAR Trustee Agreement and Contribution Agreements and shall 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 shall 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 shall constitute the entire agreement and understanding between the Trustee and the Funder. This Contribution Agreement may be amended only by written amendment between the Trustee and the Funder. The several terms defined in the Preamble to this Contribution Agreement shall have the respective meanings set forth therein.

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

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

By: ______________________
Dirk Reinermann, Director
Trust Funds and Partner Relations
Development Finance

Date: 21-Apr-2020

REPUBLIC OF FRANCE, ACTING THROUGH ITS MINISTRY FOR EUROPE AND FOREIGN AFFAIRS

By: ______________________
Philippe Lacoste, Director
Directorate for Sustainable Development, Directorate-General for Globalization, Culture, Education and International Development
Ministry for Europe and Foreign Affairs

Date: 22-Apr-2020