Amendment No. 31 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$16,137,616.00 (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$4,138,603.00 upon effectiveness of this Amendment ("Installment 1");
   (ii) US$3,212,048.00 upon effectiveness of this Amendment ("Installment 1");
   (iii) US$3,657,371.00 upon effectiveness of this Amendment ("Installment 1");
   (iv) US$3,719,202.00 upon effectiveness of this Amendment ("Installment 1"); and
   (v) US$1,410,392.00 upon effectiveness of this Amendment ("Installment 1").

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>$4,138,603.00</td>
<td>3</td>
<td>ILRI</td>
<td>$82,772.06</td>
<td>$4,055,830.94</td>
</tr>
<tr>
<td>1</td>
<td>$3,212,048.00</td>
<td>3</td>
<td>CIMMYT</td>
<td>$64,240.96</td>
<td>$3,147,807.04</td>
</tr>
<tr>
<td>1</td>
<td>$3,657,371.00</td>
<td>3</td>
<td>ILRI</td>
<td>$73,147.42</td>
<td>$3,584,223.58</td>
</tr>
<tr>
<td>1</td>
<td>$3,719,202.00</td>
<td>3</td>
<td>ILRI</td>
<td>$74,384.04</td>
<td>$3,644,817.96</td>
</tr>
<tr>
<td>1</td>
<td>$1,410,392.00</td>
<td>3</td>
<td>IFPRI</td>
<td>$28,207.84</td>
<td>$1,382,184.16</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$16,137,616.00</td>
<td></td>
<td></td>
<td>$322,752.32</td>
<td>$15,814,863.68</td>
</tr>
</tbody>
</table>

6. (a) The Fund Donor has entered into the ILRI Grant Agreement OPP1112198 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to ILRI, 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 CIMMYT Grant Agreement OPP1113374 attached hereto as Annex 2 with respect to a portion of the Window 3 funds being provided hereunder to CIMMYT, 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.

(c) The Fund Donor has entered into the ILRI Grant Agreement OPP1093174 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to ILRI, 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.

(d) The Fund Donor has entered into the ILRI Grant Agreement OPP1075938 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to ILRI, 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.

(e) The Fund Donor has entered into the IFPRI Grant Agreement OPP1113262 attached hereto as Annex 1 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
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

[Signature]

Acting Director

Trust Funds and Partnerships
Development Finance

Date: 11/11/2014

BILL & MELINDA GATES FOUNDATION

[Signature]

Jeanine Wiese, Officer, Grants and Contracts Management
Bill & Melinda Gates Foundation

Date: November 10, 2014

Annex 1 (ILRI Grant Agreement OPP1112198) – for informational purposes only
Annex 2 (CIMMYT Grant Agreement OPP1113374) – for informational purposes only
Annex 3 (ILRI Grant Agreement OPP1093174) – for informational purposes only
Annex 4 (ILRI Grant Agreement OPP1075938) – for informational purposes only
Annex 5 (IFPRI Grant Agreement OPP1113262) – for informational purposes only
AGREEMENT SUMMARY & SIGNATURE PAGE

[GRANTEE INFORMATION]

Name: International Livestock 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: Old Naivasha Rd
GPO Box 30709
Nairobi 00100
Kenya
Primary Contact: Tadelle Dessie, Senior Scientist, t.dessie@cgiar.org

[FOUNDATION INFORMATION]

Mailing Address: P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact: Donald Nkrumah, Senior Program Officer, Donald.Nkrumah@gatesfoundation.org

[TITLE INFORMATION]

Title: African Chicken Genetic Gains Program: A program for accessing, testing, adapting, and catalyzing public-private partnerships for multiplying and making available well-adapted low-input chickens for productivity growth in sub-Saharan Africa
"Charitable Purpose": to catalyze a farmer-centric, public-private partnership model for chicken genetic improvement and testing, multiplication, and delivery as a sustainable pathway to productivity growth, poverty reduction, increased household animal protein intake, and empowerment of women farmers in rural communities
"Start Date": Date of last signature.
"End Date": October 31, 2019
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 August 4, 2014)
- Results Framework and Tracker (date submitted August 4, 2014)
- Budget (date submitted August 4, 2014)

THIS AGREEMENT is between International Livestock Research Institute ("ILRI," "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

Samuel Thevasagayam
Deputy Director, Livestock

October 17, 2014
Date

INTERNATIONAL LIVESTOCK RESEARCH INSTITUTE

Jimmy Smith
Director General

5th November, 2014
Date
GRANT AGREEMENT
Investment ID OPP1112198

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. A 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>Investment Period</th>
<th>Target, Milestone, or Reporting Deliverable</th>
<th>Due By</th>
<th>Payment Date</th>
<th>Payment Amount (U.S.$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>—</td>
<td>Countersigned Grant Agreement</td>
<td>November 10, 2014</td>
<td>Within 21 days of receipt of Countersigned Grant Agreement</td>
<td>$4,138,603.00</td>
</tr>
<tr>
<td>—</td>
<td>Draft subcontract and subgrantee agreements submitted to Foundation for Global Access and Intellectual Property review</td>
<td>As soon as drafted by ILRI</td>
<td>May 2015</td>
<td>$2,608,236.00</td>
</tr>
<tr>
<td>—</td>
<td>Additional Senior Poultry Geneticist Hired and On-Boarded</td>
<td>June 30, 2015</td>
<td>May 2016</td>
<td>$2,608,236.00</td>
</tr>
<tr>
<td>Start Date – June 30, 2015</td>
<td>Interim Progress Report</td>
<td>August 31, 2015</td>
<td>May 2016</td>
<td>$2,608,236.00</td>
</tr>
<tr>
<td>—</td>
<td>Global Access Strategy and Business Plan for sharing the germplasm with prospective public and private multiplication organizations</td>
<td>November 15, 2015</td>
<td>May 2016</td>
<td>$2,608,236.00</td>
</tr>
<tr>
<td>—</td>
<td>Draft Monitoring and Evaluation Plan and demonstrate effective use of online data analytics platform such as <a href="http://www.yaap-up.com">www.yaap-up.com</a></td>
<td>March 31, 2016</td>
<td>May 2016</td>
<td>$2,608,236.00</td>
</tr>
<tr>
<td>Start Date – December 31, 2015</td>
<td>Annual Progress and Financial Report</td>
<td>March 31, 2016</td>
<td>May 2017</td>
<td>$2,106,469.00</td>
</tr>
<tr>
<td>January 1, 2016 – June 30, 2016</td>
<td>Interim Progress Report</td>
<td>August 31, 2016</td>
<td>May 2017</td>
<td>$2,106,469.00</td>
</tr>
<tr>
<td>January 1, 2018 – June 30, 2018</td>
<td>Interim Progress Report</td>
<td>August 31, 2018</td>
<td>May 2019</td>
<td>$743,146.00</td>
</tr>
<tr>
<td>January 1, 2019 – June 30, 2019</td>
<td>Interim Progress Report</td>
<td>August 31, 2019</td>
<td>May 2019</td>
<td>$743,146.00</td>
</tr>
<tr>
<td>Start Date – October 31, 2019</td>
<td>Final Progress and Financial Report</td>
<td>December 31, 2019</td>
<td>May 2019</td>
<td>$743,146.00</td>
</tr>
</tbody>
</table>

**Total Grant Amount**: $10,999,996.00
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 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.

**GLOBAL ACCESS MILESTONES**

To further define Your Global Access commitments, You are required to complete a Global Access Strategy and any other Global Access activities and documentation listed in the Reporting & Payment Schedule. The Global Access Strategy should address the following concepts with respect to all Funded Developments: (a) identification of Background Technology at the outset and during the Project and specific strategies to ensure access to such Background Technology; (b) agreements and/or procedures for transfers of materials and data among Project Collaborators or third parties relevant to the Project; (c) reporting processes for the creation of Funded Developments to both the Project management team and to the Foundation as well as the publishing and dissemination of the knowledge and information gained from the Project; (d) strategies to secure, manage and allocate intellectual property rights associated with the Funded Developments or Background Technology in a way that ensures Global Access while providing...
incentives for future potential private sector participation; and (e) anticipated development, commercialization and sustainability strategies during and after the Project to ensure that Global Access can be met.

You may not materially change the plans and strategies contained in any Global Access documents after they have been approved by the Foundation without the Foundation's prior written approval. You will provide the Foundation with updates to the Global Access Strategy during each year of the Project describing any new or modified approaches with respect to Funded Developments and Background Technology, and related agreements, taking into account any new product, technology, and commercialization developments and/or market information. "Global Access Strategy" means a written document, subject to the Foundation's approval, describing how You intend to achieve Global Access given the particular circumstances of the Project. "Project Collaborators" means all current and future subgrantees, subcontractors, partners, agents, affiliates, or other parties who provide any input to the Project.

LICENSE TO THE FOUNDATION
For the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, worldwide, royalty-free, fully paid up, sublicensable license to: make, use, sell, offer to sell, import, distribute, copy, modify, create derivative works, publicly perform and display the Funded Developments.

PUBLICATION
For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

SUBGRANTS AND SUBCONTRACTS
You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

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.

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 combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), 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

USE OF ANIMALS IN RESEARCH
You agree to be responsible for the humane care and treatment of animals in projects supported in part or whole by Foundation funds; and to adhere to the official guidelines for animal research applicable in the country and locality where the trial is being conducted. No funds provided under this Agreement may be expended on studies involving animals until all requisite approvals are in place and notification to that effect has been provided to the Foundation. For purposes of this provision, an “animal” is defined as any live, vertebrate animal used or intended for use in research, research training, experimentation, biological testing or for related purposes. In the case of multi-national collaborations, the standards of each country may be followed, as long as (a) differences do not interfere with the design and analysis of the Project and (b) regulations in your institution and host country do not conflict with the management of the Project.

You agree to take responsibility for compliance of all subgrantees or subcontractors (if any) with the appropriate animal welfare laws, rules and regulations. You must report annually as a part of Your progress report that the activities are being conducted in accordance with applicable laws in each respective venue (e.g., U.S. grantees must use the U.S. Public Health Service standards. Non-U.S. grantees may cite national laws or the CIOMS International Guiding Principles for Biomedical Research Involving Animals if there is no relevant national standard).

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.

INSTITUTIONAL REVIEW BOARD (IRB) AND OTHER ETHICAL COMMITTEE APPROVAL
You agree to obtain the review and approval of all final protocols by the appropriate IRBs and ethical committees prior to enrollment of the first human subject. A similar provision applies to Institutional Animal Care and Use Committee approval of studies involving animals, and institutional Biosafety Committee for biohazards and recombinant DNA. You agree to provide prompt notice to the Foundation if the facts and circumstances change regarding the approval status of the IRBs or ethical committees for any final protocol(s).

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: grantee.comms@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_communications_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.

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
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.
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.
AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION

Name: Centro Internacional de Mejoramiento de Maiz y Trigo
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: Carretera Mexico-Veracruz Km 45
El Batan
Texcoco 56237
Mexico
Primary Contact: Dr. Peter Craufurd, Strategy Leader, Sustainable Intensification in East and Southern Africa, p.craufurd@cgiar.org

FOUNDATION INFORMATION

Mailing Address: P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact: Vasey Mwaja, Senior Program Officer, Vasey.Mwaja@gatesfoundation.org

AGREEMENT INFORMATION

Title: TAMASA: Taking Maize Agronomy to Scale in Africa
"Charitable Purpose": to support international agricultural research institutions and national agricultural research and extensions programs, non-governmental organizations, and businesses working with smallholder maize-based farmers in Ethiopia, Nigerian and Tanzania with spillover in other countries in Sub-Saharan Africa by providing reliable agronomic practices and soil fertility information that will increase fertilizer response and result in improved maize yields, food security and livelihoods for small scale farm families
"Start Date": Date of last signature.
"End Date": October 14, 2018
This Agreement includes and incorporates by this reference:
This Agreement Summary & Signature Page and:
- Grant Amount and Reporting & Payment Schedule (Attachment A)
- Terms and Conditions (Attachment B)
- Proposal Narrative (date submitted August 27, 2014)
- Results Framework and Tracker (date submitted August 25, 2014)
- Budget (date submitted August 27, 2014)

THIS AGREEMENT is between Centro Internacional de Mejoramiento de Maiz y Trigo ("CIMMYT," "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 Anderson
Director, Agricultural Development
October 14, 2014

CENTRO INTERNACIONAL DE MEJORAMIENTO DE MAIZ Y TRIGO

Thomas Lumpkin
Director General
November 4, 2014
GRANT AGREEMENT
Investment ID OPP1113374

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.

REPORTING & PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Investment Period</th>
<th>Target, Milestone, or Reporting Deliverable</th>
<th>Due By</th>
<th>Payment Date</th>
<th>Payment Amount (U.S.$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>-----</td>
<td>Countersigned Grant Agreement</td>
<td></td>
<td>Within 21 days following receipt of Grant Agreement</td>
<td>$3,212,048.00</td>
</tr>
<tr>
<td>-----</td>
<td>Revised Budget, Results Framework and Sub-Grantee Work Plans</td>
<td>April 1, 2015</td>
<td>January 2016</td>
<td>$2,911,821.00</td>
</tr>
<tr>
<td>Start Date through October 31, 2015</td>
<td>Progress and Financial Report</td>
<td>November 30, 2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>November 1, 2015 through October 31, 2016</td>
<td>Progress and Financial Report</td>
<td>November 30, 2016</td>
<td>January 2017</td>
<td>$2,846,293.00</td>
</tr>
<tr>
<td>November 1, 2016 through October 31, 2017</td>
<td>Progress and Financial Report</td>
<td>November 30, 2017</td>
<td>January 2018</td>
<td>$2,980,319.00</td>
</tr>
<tr>
<td>Start Date through October 14, 2018</td>
<td>Final Progress and Financial Report</td>
<td>December 31, 2018</td>
<td>-----</td>
<td>-----</td>
</tr>
</tbody>
</table>

Total Grant Amount $11,950,481.00
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
For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.
SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

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 combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), 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. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

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: grantee.comms@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_communications_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.
GRANT AGREEMENT
Investment ID OPP1093174

AGREEMENT SUMMARY & SIGNATURE PAGE

<table>
<thead>
<tr>
<th>GRantee INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: International Livestock Research Institute</td>
</tr>
<tr>
<td>Tax Status: Public Charity pursuant to U.S. IRC § 509(a)(1)</td>
</tr>
<tr>
<td>You confirm that the above information is correct and agree to notify the Foundation immediately of any change.</td>
</tr>
<tr>
<td>Mailing Address: Old Naivasha Road</td>
</tr>
<tr>
<td>P.O. Box 30709</td>
</tr>
<tr>
<td>Nairobi, Kenya 00100</td>
</tr>
<tr>
<td>Primary Contact: Appolinaire Djikeng, Director, BecA-ILRI Hub, <a href="mailto:a.djikeng@cgiar.org">a.djikeng@cgiar.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FOUNdATION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address: P.O. Box 23350, Seattle, WA 98102, U.S.A.</td>
</tr>
<tr>
<td>Primary Contact: Gary Atlin, Senior Program Officer, <a href="mailto:Gary.Atlin@gatesfoundation.org">Gary.Atlin@gatesfoundation.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AGREEMENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: IGSS: Integrated Genotyping Service and Support</td>
</tr>
<tr>
<td>&quot;Charitable Purpose&quot;: to provide genotyping (complete genome sequencing-based genetic profiling) and associated bioinformatics data management, analysis, and decision support services to plant breeders to enhance the rate of genetic gain for staple crops in Africa. The accelerated rate of variety development will provide opportunities for small holder farmers to access, adopt and grow locally adapted, high yielding and highly nutritious varieties for income generation and food security, thus improving their livelihoods</td>
</tr>
<tr>
<td>&quot;Start Date&quot;: Date of last signature.</td>
</tr>
<tr>
<td>&quot;End Date&quot;: December 31, 2019</td>
</tr>
<tr>
<td>This Agreement includes and incorporates by this reference: This Agreement Summary &amp; Signature Page and:</td>
</tr>
<tr>
<td>Grant Amount and Reporting &amp; Payment Schedule (Attachment A)</td>
</tr>
<tr>
<td>Terms and Conditions (Attachment B)</td>
</tr>
<tr>
<td>Proposal Narrative (submitted September 25, 2014)</td>
</tr>
<tr>
<td>Results Framework and Tracker (submitted August 25, 2014)</td>
</tr>
<tr>
<td>Budget (submitted September 25, 2014)</td>
</tr>
</tbody>
</table>

THIS AGREEMENT is between International Livestock Research Institute ("ILRI," "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

Rob Horsch
Deputy Director, Research and Development

INTERNATIONAL LIVESTOCK RESEARCH INSTITUTE

Jimmy Smith
Director General

Date

26 Nov, 2014
GRANT AGREEMENT
Investment ID OPP1093174

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 IBRD as trustee. We understand and you agree that 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>
<th>Due By</th>
<th>Payment Date</th>
<th>Payment Amount (U.S.$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target, Milestone, or Reporting Deliverable</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Countersigned Grant Agreement</td>
<td>November 7, 2014</td>
<td>Within 21 days of receipt of Countersigned Agreement</td>
<td>$3,657,371.00</td>
</tr>
<tr>
<td>Draft Subcontract between ILRI and DArT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final fully executed subcontract between ILRI and DArT</td>
<td>December 1, 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start Date -- December 31, 2015</td>
<td>Progress and Financial Report</td>
<td>March 31, 2016</td>
<td>May 2016</td>
</tr>
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<td>January 1, 2018 -- December 31, 2018</td>
<td>Progress and Financial Report</td>
<td>March 31, 2019</td>
<td>May 2019</td>
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<tr>
<td>Start Date -- December 31, 2019</td>
<td>Final Progress and Financial Report</td>
<td>March 31, 2020</td>
<td></td>
</tr>
<tr>
<td>Total Grant Amount</td>
<td></td>
<td></td>
<td>$9,749,999.00</td>
</tr>
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</table>
This Agreement is subject to the following terms and conditions.

**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 IBRD.

**EVALUATION**

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation related to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or findings.

**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 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.

**GLOBAL ACCESS MILESTONES**

To further define Your Global Access commitments, You are required to complete a Global Access Strategy and any other Global Access activities and documentation listed in the Reporting & Payment
Schedule. The Global Access Strategy should address the following concepts with respect to all Funded Developments: (a) identification of Background Technology at the outset and during the Project and specific strategies to ensure access to such Background Technology; (b) agreements and/or procedures for transfers of materials and data among Project Collaborators or third parties relevant to the Project; (c) reporting processes for the creation of Funded Developments to both the Project management team and to the Foundation as well as the publishing and dissemination of the knowledge and information gained from the Project; (d) strategies to secure, manage and allocate intellectual property rights associated with the Funded Developments or Background Technology in a way that ensures Global Access while providing incentives for future potential private sector participation; and (e) anticipated development, commercialization and sustainability strategies during and after the Project to ensure that Global Access can be met.

You may not materially change the plans and strategies contained in any Global Access documents after they have been approved by the Foundation without the Foundation's prior written approval. You will provide the Foundation with updates to the Global Access Strategy during each year of the Project describing any new or modified approaches with respect to Funded Developments and Background Technology, and related agreements, taking into account any new product, technology, and commercialization developments and/or market information. "Global Access Strategy" means a written document, subject to the Foundation's approval, describing how You intend to achieve Global Access given the particular circumstances of the Project. "Project Collaborators" means all current and future subgrantees, subcontractors, partners, agents, affiliates, or other parties who provide any input to the Project.

PUBLICATION
For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

SUBGRANTS AND SUBCONTRACTS
SUBGRANTS AND SUBCONTRACTS
You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

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 combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals (www.treasury.gov/); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), 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. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

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: granteecomms@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_communications_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.

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.

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 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.
Dear Dr. Smith:

The Bill & Melinda Gates Foundation (the “Foundation”) is pleased to award the International Livestock Research Institute (“ILRI”) a grant in an amount up to $8,000,001.00 (the “Foundation Funds”) for the period beginning on the date you sign this agreement (the “Start Date”) to December 31, 2018 (the “Grant Period”). This agreement (the “Grant Agreement”) contains the terms and conditions of this grant.

**DFID Funding.** Support for the Project (as defined below) in an amount up to $4,500,000.00 (the “DFID Funds”; and together with the Foundation Funds, the “Grant Funds”) will be provided by DFID. The Foundation and DFID are each referred to in this Grant Agreement as a “Funder”, and collectively as the “Funders”. ILRI expressly agrees that the terms and conditions for the support of the Project provided by DFID shall be subject to and governed by the terms and conditions of this Grant Agreement.

**The Foundation as Disbursement Facilitator.** Pursuant to the terms of the Memorandum of Understanding entered into between the Foundation and DFID (the “MOU”) on February 11, 2011, DFID and the Foundation have agreed, and ILRI hereby acknowledges and agrees, that in connection with DFID’s support of the Project, the Foundation will serve solely in the capacity of DFID’s disbursement facilitator for the benefit of DFID (the “Disbursement Facilitator”) in order to facilitate and streamline DFID’s funding of the Project and the oversight of ILRI’s compliance with the terms and conditions of this Grant Agreement and the progress of the Project. In this capacity, the Foundation will: (1) disburse DFID Funds to ILRI pursuant to the terms and conditions of this Grant Agreement and the Budget (as defined below) and such modifications to this Grant Agreement and the Budget as may be approved by DFID from time to time, and any other instructions received from DFID; (2) receive and remit from ILRI any funds due to DFID pursuant to this Grant Agreement; (3) oversee ILRI’s compliance with the terms and conditions contained in this Grant Agreement; (4) oversee the progress of the Project; (5) receive and manage all necessary approvals requested by ILRI from DFID pursuant to this Grant Agreement; and (6) take such other actions as the Foundation determines are (a) consistent with its role as Disbursement Facilitator and (b) appropriate or necessary to facilitate and streamline DFID’s funding of the Project and the oversee ILRI’s compliance with the terms of the Grant Agreement and the progress of the Project.

All requests, reports and/or information that are to be submitted to DFID under this Grant Agreement shall be submitted by ILRI to the Foundation, solely in its capacity as Disbursement Facilitator, and the Foundation shall submit such requests, reports and/or information to DFID. The Foundation will communicate DFID’s response, if any, to ILRI.

ILRI acknowledges and agrees that any and all actions taken by the Foundation related to or in accordance with the DFID Funds will be taken by the Foundation solely in its capacity as Disbursement
Facilitator, and that the DFID Funds will be disbursed by the Foundation to ILRI to fund the obligation(s) of DFID under this Grant Agreement and the MOU. As such, ILRI acknowledges and agrees that the Foundation will not be liable to ILRI or any other party, either primarily or secondarily, in connection with: (1) the operation, management or oversight of the Project; (2) ILRI's compliance with the terms of this Grant Agreement; or (3) the use of the DFID Funds. Additionally, the Foundation will not be liable for any actions or failure to act on the part of DFID or for any failure of DFID to provide the DFID Funds, or to satisfy any other commitments required by or related to this Grant Agreement or the MOU. Nothing in this Grant Agreement will constitute the naming of the Foundation as an agent or legal representative of DFID for any purpose whatsoever except as specifically and solely to the extent set forth herein. This Grant Agreement will not be deemed to create any relationship of agency, partnership or joint venture between the Foundation and DFID.

**Charitable Purpose of the Grant.** The charitable purpose of this grant is to support African national agricultural research scientists in driving and leading strategy and implementation of research for development projects, leading to sustainable productivity increases for smallholder farmers across Africa, as described in your proposal (the "Proposal") and budget (the "Budget") submitted September 10, 2014 (together, the "Project").

**Tax Status.** ILRI confirms that under the United States Internal Revenue Code of 1986 (the "Code") it is exempt from federal income tax under section 501(c)(3) and is not a private foundation within the meaning of section 509(a) of the Code. You agree to advise us immediately if there is any change in your organization's tax status during the Grant Period.

**Use of Grant Funds.** Grant Funds may only be used for the Project. Any Grant Funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Funders. Any Supplement Proposal cost category change of more than 10% over the course of the Grant Period must be approved in writing by DFID and the Foundation's Primary Contact in advance. ILRI may not use the Grant Funds to reimburse any expenses it chose to incur prior to the Start Date. The Foundation will pay ILRI, or designee, The International Bank for Reconstruction and Development ("IBRD"), the total grant amount specified in the Reporting & Payment Schedule below. IBRD shall use an amount equivalent to 2% of the grant funds to reimburse its costs related to the administration of the funds.

**Political Activity and Advocacy.** ILRI 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.

**Investment of Grant Funds.** Grant Funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Funders require ILRI to report the amount of any interest or other income generated by the Grant Funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project. At the end of the Grant Period, any remaining Interest must be applied to other of ILRI's projects that are being funded by a Funder (current or under consideration).

**Anti-Terrorism.** ILRI confirms that it is familiar with the U.S. Executive Orders and laws prohibiting the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government. ILRI will use reasonable efforts to ensure that it does not support or promote terrorist activity or related training, or money laundering. Further, ILRI
will assure itself that the Grant Funds will not be made available, either directly or indirectly, to or for the benefit of persons, groups or entities listed in European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and that of any subsequent applicable anti-terrorism legislation.

**Fraud and Anti-Corruption.** The Funders and ILRI have a zero-tolerance approach towards fraud and fraudulent behavior that may lead to the misuse of Grant Funds. The Funders and ILRI will promptly inform each other of any event which interferes or threatens to materially interfere with the successful implementation of the Project, whether financed in full or in part by DFID or the Foundation, including credible suspicion of or actual fraud, corruption or any other financial irregularity or impropriety related to the Project (collectively, “Fraud”). In such event, ILRI will notify the Foundation, and contact DFID at fraud@dfid.gov.uk or by telephone at 44(0)1355 843551. ILRI will take timely and appropriate action to investigate credible allegations of Fraud, and cooperate fully with investigations into such matters, whether led by ILRI, DFID or the Foundation.

In the event of any credible indications that Grant Funds may have been subject to Fraud, any Funder (or its delegate(s)) may, at any time during the Grant Period and for a period of up to five (5) years thereafter, arrange for additional Fraud investigations, on-the-spot checks and/or inspections of Project records to be carried out. If Fraud is established by such investigations, ILRI agrees to work with the Funders and use its reasonable best efforts to recover the amount of funds subject to Fraud and restore them to the Project account or, at the direction of a Funder, directly to the Funder whose funds were affected. During such period(s) of investigation, ILRI acknowledges and accepts the right of a Funder to suspend, withhold or terminate funding in accordance with the terms and conditions of this Grant Agreement.

**Subgrants and Subcontracts.** ILRI has the exclusive right to select subgrantees and subcontractors for the Project. The Funders have not earmarked the use of the Grant Funds for any specific subgrantee or subcontractor. ILRI, and not the Funders, is responsible for ensuring that all subgrantees and subcontractors use Grant Funds consistent with this Grant Agreement and the Proposal. Neither ILRI nor its subgrantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that the Funders directly fund the activities of any subgrantee or subcontractor. Any agreements with subgrantees and subcontractors ILRI engages to assist with the Project must include the following language: “Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the Bill & Melinda Gates Foundation (“Foundation”) or the Department for International Development of the United Kingdom of Great Britain and Northern Ireland (“DFID”). You may state that ILRI is the Foundation and DFID’s grantee and that you are a subgrantee or subcontractor of ILRI for the Project.”

**Due Diligence.** In utilizing the Grant Funds, ILRI will exercise the same care in the discharge of its functions under this Grant Agreement as it exercises with respect to the administration and management of its own resources and affairs. ILRI will cooperate fully to resolve any due diligence issues raised by a Funder (or a Funder’s delegate(s)) regarding ILRI’s internal controls and systems, and agrees to notify the Funders of any material changes to ILRI’s procedures, controls or operating environment that are relevant to the Project during the Grant Period. In addition, ILRI will assess the internal controls and systems of any subgrantees or subcontractors of the Project prior to disbursing funds to such entities, and at regular intervals throughout the Grant Period, as appropriate given the amount of the Grant Funds and risks of the Project. Such assessments should address: (1) the reliability and integrity of the organization’s financial controls, systems and processes; (2) the effectiveness and efficiency of its Project operations; (3) its procedures for safeguarding Project assets; and (4) its compliance with applicable law. Upon request, ILRI will share the results of such assessments with the Funders.
**Payments and Reports.** You have directed that the Funders 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, at such times and in such manner as set forth in the Contribution Agreement. This table shows the deliverables (including reports) and milestones for this grant. Where indicated, each Funder's payments are contingent on satisfaction of the listed deliverable and/or milestone. A Funder may authorize changes to its payment and reporting schedules from time to time appropriate. The Foundation will confirm any such changes in writing.

<table>
<thead>
<tr>
<th>Payment Amount and Date</th>
<th>Target, Milestone, or Reporting Deliverable</th>
<th>Due Date</th>
<th>Investment Period</th>
</tr>
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<tbody>
<tr>
<td><strong>Foundation</strong></td>
<td><strong>DFID Funds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$3,719,202.00</td>
<td>$2,987,595.00</td>
<td>November 10, 2014</td>
<td>----</td>
</tr>
<tr>
<td>Within 21 days following receipt of countersigned Grant Agreement</td>
<td>Up to $2,987,595.00 May 2016</td>
<td>Progress and Financial Report</td>
<td>March 31, 2016</td>
</tr>
<tr>
<td>Up to $1,654,007.00 May 2017</td>
<td>Up to $1,512,405.00 May 2017</td>
<td>Progress and Financial Report</td>
<td>March 31, 2017</td>
</tr>
<tr>
<td>Up to $2,626,792.00 May 2018</td>
<td>-----</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Up to $2,626,792.00 May 2018</td>
<td>-----</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Foundation Total</td>
<td>DFID Total</td>
<td>$8,000,001.00</td>
<td>$4,500,000.00</td>
</tr>
<tr>
<td><strong>AWARD TOTAL</strong></td>
<td></td>
<td><strong>$12,500,001.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Milestones.** For a report to be satisfactory, ILRI must demonstrate meaningful progress, as determined by each Funder, against the milestones contained in this Grant Agreement and the Proposal. Milestones may be added or modified during the Grant Period. The Foundation will confirm any agreed changes to the milestones in writing.

**Report Templates.** ILRI is required to submit one or more reports regarding the expenditure of Grant Funds and its progress on the Project. The Foundation’s report templates and submission guidelines for this grant can be found at:

Progress Report:
Final Report:

These templates and guidelines are subject to change. Please submit reports electronically to the Foundation Program Officer and Program Coordinator. The Foundation will send ILRI an email with the contact information for these individuals. ILRI also agrees to submit other reports that a Funder may reasonably request.

**Annual Audited Accounts.** ILRI is required to submit audited annual accounts ("Annual Audited Accounts") to the Foundation for each annual project cycle within the Grant Period within two months from the end of each annual Project cycle. Such Annual Audited Accounts must: (1) be signed by ILRI's Finance Office (or its equivalent) and be certified by ILRI's internal or external auditors as being a true reflection of the Project's finances for the relevant period; (2) show DFID's Funds and the Foundation Funds as separate items of income; and (3) bear original signatures.

**Communications, Meetings and Visits.** ILRI agrees to be in regular communication with the Funders throughout the Grant Period regarding ILRI's progress and to notify the Funders in writing promptly of any major development that is likely to have a material impact on ILRI's ability to achieve the Project objectives. ILRI and relevant Project staff agree to be available for periodic meetings and phone calls with each Funder's staff to discuss the Project and, upon request, to facilitate visits by a Funder to any site where work on the Project is conducted.

**Record Maintenance and Inspection.** The Funders requires that ILRI maintain adequate records for the Project to enable the Funders to easily determine how the Grant Funds were expended. ILRI's books and records must be made available for inspection by a Funder or its designee at reasonable times to permit such Funder to monitor and conduct an evaluation of operations under this grant.

**Compliance.** If (a) any Funder is not reasonably satisfied with ILRI's progress on the Project; (b) significant leadership or other changes occur that a Funder believes may threaten the Project; or (c) ILRI fails to comply with any term or condition of this Grant Agreement, the Foundation will notify ILRI of the concerns and provide ILRI with a reasonable period of time to address them. If no resolution satisfactory to a Funder is reached within that time period, such Funder may, at its discretion, terminate the support of the Project and/or grant. If a Funder determines that the cause of its concerns cannot be remedied, such Funder may immediately terminate, suspend, or withhold payment of such Funder's Grant Funds to the grant. On termination, if requested by a Funder, ILRI agrees to promptly return to such Funder any unspent and uncommitted DFID Funds or Foundation Funds, as the case may be (as of the date of termination), previously disbursed to ILRI by such Funder for the Project.

**Research and Evaluation.** The Funders value research and evaluation of the projects they fund. ILRI agrees to inform the Funders of any research or evaluation it conducts or commissions regarding the Project and to provide to the Funders a copy of any report or findings from the research or evaluation. A Funder or its evaluation partner will notify ILRI in writing of its inclusion in any research project undertaken by such Funder. If ILRI is selected to participate in a Funder's-sponsored research or evaluation for the Project, ILRI agrees to (a) allow and facilitate such Funder's evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit such Funder to disseminate the results of the research or evaluation. A Funder's evaluation partner will provide appropriate privacy and other protections to participants.
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.

Research Involving Human Subjects. ILRI agrees 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. ILRI agrees 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.

Indemnification. ILRI agrees to indemnify, defend and hold each Funder harmless from and against any and all liability, loss, and expense (including reasonable attorneys’ fees and expenses) or claims for injury or damages arising out of or resulting from, or that are alleged to arise out of or result from, the actions or omissions by ILRI or any of its officers, agents, employees, subgrantees, contractors or subcontractors with respect to the grant. ILRI agrees that any activities by a Funder in connection of suggested modifications to the Project will not modify or waive a Funder’s rights under this paragraph. The Funders will not be responsible for the activities of any person or third party engaged by ILRI for the Project pursuant to this Grant Agreement, nor will a Funder be liable for any costs incurred by ILRI in terminating the engagement of any such person.

Publications. You will seek prompt publication of any data and results generated from the Project in a peer-reviewed journal, treatise or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed and managed in a manner that best furthers the charitable purpose of this grant. You will also use good faith efforts to ensure that your subcontractors and sub-grantees likewise seek prompt publication of any data and results generated from the Project. You will cite all actual or pending publications in the next progress or final report that you submit to the Foundation.

Global Access. You will manage and conduct the Project, and the technologies, products, services, other innovations, information and material arising from the Project, in a manner that ensures “Global Access.” Global Access requires that (a) the knowledge and information gained during the Project be promptly and broadly disseminated and (b) the technologies, products, services and other innovations be made available and accessible at reasonable cost to people most in need within developing countries. You confirm that you anticipate achieving Global Access through descriptions provided in your Proposal and answers you provide to the Foundation during the course of pre- and post-grant due diligence. The Foundation is making this grant in reliance on these descriptions and answers, and you agree to comply with them. Your Global Access obligations will survive the Grant Period.
You agree that all intellectual property rights in all technologies, products, services, other innovations, information and material (including but not limited to reports, data, designs, processes, whether or not electronically stored) produced by you or your subgrantee(s) and subcontractor(s), researcher(s) and the researcher(s)’ personnel, and arising from research funded through the Project (collectively, “Project Results”), will be the property of ILRI and subgrantee(s) or subcontractor(s) (collectively “Project Collaborator(s)”). Project Collaborator(s) will grant to each Funder, if requested, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, sub-licensable license to make, use, sell, reproduce, modify or distribute all such Project Results for the purpose of ensuring that Global Access is achieved. However, if Project Collaborator(s) wish to apply for a patent for a particular application arising out of the Project, they may request that publication of data be withheld until the patent has been applied for. After that time, the data must be made freely available and the above-referenced license rights shall apply thereto. The Funders should be consulted about any request of this kind at an early stage, and any license(s) granted must be managed in a way that is consistent with the requirements of Global Access. Your commitment to Global Access in regard to Project Results will survive the Grant Period and you agree that any sub-grant(s) or subcontract(s) related to the Project shall be consistent with this provision.

If no Global Access Milestones are listed in the table above, the following does not apply, however, please be aware that to further define your Global Access commitments, you may be required to complete the following milestones by the due dates listed in the table above (the “Global Access Milestone(s)”:)

1. Global Access Strategy
2. Agreements required related to the Program, if any

No material changes will be made to the plans and strategies contained in the Global Access Milestone(s) after it has been approved by the Foundation, without prior written agreement from the Foundation. Your Global Access obligations regarding Project Results, including those described in the Global Access Milestone(s) will survive the Grant Period.

**Grant Announcements, Public Reports and Use of Funders Name and Logo.** Each Funder will include information on this grant in its periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If ILRI wishes to issue a press release or announcement regarding the award of this grant, ILRI must obtain advance approval from each Funder of the press release and the date of release (except as provided below). ILRI also agrees to obtain advance approval from a Funder for any other use of such Funder’s name (except provided below) or logo. Each Funder shall have the right to approve subsequent press releases or reports that are directly related to the grant. ILRI is authorized to use each Funder’s name (but not logo) in regular reports that describe the nature of ILRI’s grant and research activities, such as reports to its Board of Trustees and Annual Reports. Please contact Grantee.Comms@gatesfoundation.org at least two weeks before any press release, announcement or other publication date. Further information is available at the following link: http://www.gatesfoundation.org/grantseeker/Documents/Guidelines_Communications_for_Grantee_s.doc

**Counterparts: Original.** This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though a Funder may require ILRI to deliver original signed documents.
Assignment. This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without each Funder's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation; or (c) the sale or transfer of all or substantially all of ILRI's assets.

Entire Agreement, Severability and Amendment. This Grant Agreement is the entire agreement between the parties and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return this letter to Abby Wu, Grants and Contracts Coordinator. Please keep a copy for your records. If you have any questions, please contact Jeanine Wiese, Grants and Contracts Officer at jeanine.wiese@gatesfoundation.org or phone +001 206.709.3373.

We value our relationship with ILRI and believe this project will contribute significantly to the knowledge of the agriculture sector and help identify opportunities for maximizing impact in this space.

Sincerely,

Rob Horsch
Deputy Director, Research and Development
Bill & Melinda Gates Foundation

International Livestock Research Institute, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.

[Signature]
Jimmy Smith
Director General
7th November, 2014
# AGREEMENT SUMMARY & SIGNATURE PAGE

**GRANTEE INFORMATION**

<table>
<thead>
<tr>
<th>Name:</th>
<th>International Food Policy Research Institute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Status:</td>
<td>Public Charity pursuant to U.S. IRC § 509(a)(1)</td>
</tr>
<tr>
<td>You confirm that the above information is correct and agree to notify the Foundation immediately of any change.</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>2033 K St. NW Washington, DC 20006-1002</td>
</tr>
<tr>
<td>Primary Contact:</td>
<td>Nienke Beintema, Program Head, ASTI Initiative, <a href="mailto:N.Beintema@cgiar.org">N.Beintema@cgiar.org</a></td>
</tr>
</tbody>
</table>

**FOUNDATION INFORMATION**

| Mailing Address: | P. O. Box 23350, Seattle, WA 98102, U.S.A. |
| Primary Contact: | Greg Traxler, Senior Program Officer, Greg.Traxler@gatesfoundation.org |

**AGREEMENT INFORMATION**

<table>
<thead>
<tr>
<th>Title:</th>
<th>RENEWAL of grant OPPGD1451: The State of R&amp;D in Sub-Saharan Africa and South Asia: Monitoring R&amp;D Investment, Capacities, and Policies (ASTI III)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Charitable Purpose&quot;:</td>
<td>to expand Agricultural Science and Technology Indicators (ASTI) activities in order to 1) increase information on agricultural R&amp;D investments through two consecutive survey rounds, 2) conduct additional policy-relevant analysis, and 3) further enhance dissemination and advocacy activities</td>
</tr>
<tr>
<td>&quot;Start Date&quot;:</td>
<td>Date of last signature.</td>
</tr>
<tr>
<td>&quot;End Date&quot;:</td>
<td>December 31, 2018</td>
</tr>
<tr>
<td>This Agreement includes and incorporates by this reference:</td>
<td>This Agreement Summary &amp; Signature Page and:</td>
</tr>
<tr>
<td></td>
<td>• Grant Amount and Reporting &amp; Payment Schedule (Attachment A)</td>
</tr>
<tr>
<td></td>
<td>• Terms and Conditions (Attachment B)</td>
</tr>
<tr>
<td></td>
<td>• Proposal Narrative (date submitted September 15, 2014)</td>
</tr>
<tr>
<td></td>
<td>• Results Framework and Tracker (date submitted August 27, 2014)</td>
</tr>
<tr>
<td></td>
<td>• Budget (date submitted August 27, 2014)</td>
</tr>
</tbody>
</table>

**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
October 28, 2014
Date

**INTERNATIONAL FOOD POLICY RESEARCH INSTITUTE**

Shenggen Fan
Director General
November 6, 2014
Date
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>
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<tbody>
<tr>
<td><strong>Investment Period</strong></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>----</td>
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</tbody>
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| ---- | Execution of consultancy to develop outreach and communications plan:  
- plan established  
- subcontractor or subgrantee identified  
- work underway | July 31, 2015 | ---- | ---- |
| Start Date – December 31, 2015 | Progress Report | January 31, 2016 | March 2016 | $1,442,444.00 |
### REPORTING & PAYMENT SCHEDULE

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<th>Due By</th>
<th>Payment Date</th>
<th>Payment Amount (U.S.$)</th>
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<td></td>
<td>Written report summarizing results, progress and next steps on advocacy, communications and outreach plan, including implementation</td>
<td>February 1, 2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Written report providing updates and proposed next steps for gauging and establishing national use and demand of data</td>
<td>July 31, 2016</td>
<td></td>
<td></td>
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<tr>
<td>January 1 – December 31, 2016</td>
<td>Progress Report</td>
<td>January 31, 2017</td>
<td>March 2017</td>
<td>$1,562,265.00</td>
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<tr>
<td>Entire Grant Term</td>
<td>Final Report</td>
<td>February 28, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Grant Amount</td>
<td></td>
<td></td>
<td>$5,879,844.00</td>
</tr>
</tbody>
</table>
Terms & Conditions

This Agreement is subject to the following terms and conditions.

**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**

For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.
SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

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 or related to parties on the List of Specially Designated Nationals (www.treasury.gov/SDN); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), 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.

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: grantee.comms@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_communications_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.

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.