Amendment No. 1 to the Contribution Agreement between the Government of Belgium, acting through its Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation and the International Bank for Reconstruction and Development as Trustee of the CGIAR Trust Fund (MTO No. 069033)

WHEREAS,

- (A) The Government of Belgium, acting through its Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation (the "Funder") and the International Bank for Reconstruction and Development (the "World Bank"), as trustee of the CGIAR Trust Fund (MTO No. 069033) (the "Trust Fund") (the "Trustee", and together with the Funder, the "Parties" and each a "Party") entered into a Contribution Agreement effective as of October 23, 2017, as may have been amended from time to time (the "Contribution Agreement"); and
- (B) The Funder wishes to make a supplemental contribution to the Trust Fund.

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

- 1. In reference to the Contribution Agreement, the Trustee acknowledges that the Funder agrees to provide a supplemental contribution in the sum of four million Euro (**EUR 4,000,000.00**) (the "Supplemental Contribution" or "Contribution") for the Trust Fund in accordance with this Amendment (the "Amendment").
- 2. The Trustee shall administer the Supplemental Contribution as set out in the Contribution Agreement.
- 3. The Funder shall make payments of the Supplemental Contribution as follows:
- 3.1. Contribution Currency: Euro (EUR)
- 3.2. Payment Method:
- (a) Deposit in cash through a bank transfer, into such bank account designated by the Trustee (each amount deposited hereinafter referred to as an "Installment") upon submission of a payment request by the Trustee for each Installment.
- (b) When making any deposit of cash, the Funder will instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the payment is made by the Funder for the CGIAR Trust Fund (MTO No. 069033), and the date of the deposit (the "Deposit Instructions"). In addition, the Funder shall provide a copy of the Deposit Instructions to the Bank's Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

3.3. Payment Schedule:

Installment	Amount (USD)	Payment Date	
1	4,000,000.00	Upon signature of this amendment	

3.4. Window Designation and Cost Sharing Portion:

Installment	Amount (EURO)	Window	Designation	Cost Sharing Portion (EURO)	Net Allocation Amount (i.e., Amount less Cost Sharing Portion) (EURO)
1	620,000.00	1	NA	NA	620,000.00

1	1,000,000.00	2	CRP 21	20,000.00	980,000.00
			A4NH		
1	400,000.00	2	CRP 23 PIM	8,000.00	392,000.00
1	680,000.00	3	IITA	13,600.00	666,400.00
1	800,000.00	3	Bioversity	16,000.00	784,000.00
			International		
1	200,000.00	3	AfricaRice	4,000.00	196,000.00
1	300,000.00	3	IFPRI	6,000.00	294,000.00
TOTAL	4,000,000.00			67,600.00	3,932,400.00

3.5. Additional Provisions for Payments:

Notwithstanding paragraph 3.3 (Payment Schedule) above, upon notice by the Funder in writing to the System Organization, with a copy to the Trustee, of its decision to withhold its payment following an event of suspension of Funder's payment pursuant to the terms of the Funding Agreement between the Funder and the System Organization, the Funder may withhold all or any portion of Supplemental Contribution payment that has not been made to the Trustee, until such time that the Funder notifies the System Organization in writing, with a copy to the Trustee, to resume any such payments.

- 4. With respect to contributions to Window 3, if any, by designating a Center under paragraph 3.4 above, the Funder shall be deemed to have requested and authorized the Trustee to transfer to the designated Center the Net Allocation Amount specified for it under the said paragraph. The Trustee may make such transfer, promptly after the receipt by the Trustee of the Supplemental Contribution funds (and upon conversion to the Holding Currency, if applicable), to a bank account notified by the concerned Center in its standing instruction letter provided to the Trustee, without any further instructions from the Funder, Center, System Organization or any other entity. This paragraph 4 shall be applicable only if any portion of the Contribution is provided to the Window 3.
- 5. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Contribution Agreement, including this Amendment, shall be in writing and delivered by mail, fax or e-mail to the respective Party's address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Trustee (the "Trustee Contact"):

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

Washington, DC 20433, U.S.A. Tel: +1 (202) 473-7414

E-mail: mtotrustee@worldbank.org

For the Funder (the "Funder Contact"):

Head of Unit
Federal Public Service Foreign Affairs
Directorate General for Development Cooperation and Humanitarian Aid
Thematic Direction (D2), Society Building and Social Development Unit (D2.5)
Karmelietenstraat 15
1000 Brussels, Belgium

Tel: +32 2 501 81 11

 $e\text{-mail:}\ \underline{catherine.gigante@diplobel.fed.be}\ (copy\ to\ \underline{carol.durieux@diplobel.fed.be})$

- 6. The Trustee shall disclose this Amendment and related information on this Trust Fund in accordance with the World Bank's Policy on Access to Information. By entering into this Amendment, the Funder consents to such disclosure of this Amendment and such related information.
- 7. All other terms of the Contribution Agreement shall remain the same.
- 8. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Parties are requested to sign and date this Amendment, and upon possession by the Trustee of this fully signed Amendment, this Amendment shall become effective as of the date of the last signature.

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

By:	D'A
·	Dirk Reinermann, Director
	Trust Funds and Partner Relations

Development Finance

22-Jun-2021 Date: ____

THE GOVERNMENT OF BELGIUM (acting through its Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation)

By: 477E9F6446E1488...

Meryame Kitir

Deputy Prime Minister

Minister of Development Cooperation and Major Cities

Date: _____7/15/2021

Certificaat betreffende voltooiing

Envelop-id: D7858246E5D04BB1BCA719A20F512120

Onderwerp: FYI: Document Sent to DFi for Approval: MTO069033 - CGIAR3 Belgium Amend 1 to CA

Bronenvelop:

Documentpagina's: 3 Handtekeningen: 1

Certificaatpagina's: 6 Paraaf: 0

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Tijdzone: (UTC-06:00) Eastern Time (VS en Canada)

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Opdrachtgever van envelop:

The World Bank 1818 H Street NW Washington, DC 20433

esignaturelegdf@worldbank.org IP-adres: 108.28.200.102

Records bijhouden

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Houder: The World Bank

esignaturelegdf@worldbank.org

Pool: Security Pool

Locatie: DocuSign

Ondertekenaargebeurtenissen

Jane M. Mwebi

imwebi@worldbank.org

Beveiligingsniveau: E-mailadres, Accountverificatie

(optioneel)

Handtekening

Voltooid

Voltooid

IP-adres gebruiken: 73.129.194.3

IP-adres gebruiken: 72.83.193.39

Tijdstempel

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Bedrijfsnaam: The World Bank

Mei Leng Chang

mchang1@worldbank.org

Manager, Financial Management

World Bank Group

Beveiligingsniveau: E-mailadres, Accountverificatie

(optioneel)

Elektronische document- en handtekeninginformatie:

Geaccepteerd: 24-7-2019 15:19:45

ID: 696801f7-9334-4b46-8313-f9d864bc5948

Bedrijfsnaam: The World Bank

Dirk Reinermann

Dreinermann@worldbank.org

Director Trust Funds and Partner Relations

World Bank Group - Main

Beveiligingsniveau: E-mailadres, Accountverificatie

(optioneel)

Aanneming van de handtekening Ondertekend op

apparaat

IP-adres gebruiken: 172.58.188.142

Aangemeld via mobiel

Elektronische document- en handtekeninginformatie:

Geaccepteerd: 17-11-2020 16:55:46

ID: 096ab7ad-d523-4578-b16d-f6d1a514255b

Bedrijfsnaam: The World Bank

Catherine Gigante

catherine.gigante@diplobel.fed.be

Beveiligingsniveau: E-mailadres, Accountverificatie (optioneel)

Elektronische document- en handtekeninginformatie:

Geaccepteerd: 29-6-2021 12:03:09 ID: c5683ee2-c7a0-40fd-8335-ffee5c31894b

Bedrijfsnaam: The World Bank

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Bekeken: 29-6-2021 12:03:09

Notarisgebeurtenissen

Ondertekenaargebeurtenissen	Handtekening	Tijdstempel
Ronald Tafadzwa Chari		
rchari@worldbank.org		
Beveiligingsniveau: E-mailadres, Accountverificatie (optioneel)		
Elektronische document- en handtekeninginform Niet aangeboden via DocuSign	natie:	
Gebeurtenissen voor persoonlijke	Handtekening	Tijdstempel
ondertekenaar		
Verzendingsgebeurtenissen voor	Status	Tijdstempel
bewerker		
Verzendingsgebeurtenissen voor	Status	Tijdstempel
vertegenwoordiger		
Verzendingsgebeurtenissen voor	Status	Tijdstempel
tussenpersoon		
Gecertificeerde	Status	Tijdstempel
verzendingsgebeurtenissen	n Proc	966
Carbon copy-gebeurtenissen	Status	Tijdstempel
Vivian Nwachukwu	Gekopieerd	Verzonden: 22-6-2021 17:30:05
vnwachukwu@worldbank.org		Bekeken: 22-6-2021 17:30:05
The World Bank		Ondertekend: 22-6-2021 17:30:05
Beveiligingsniveau: E-mailadres, Accountverificatie (optioneel)		
Elektronische document- en handtekeninginform Niet aangeboden via DocuSign	natie:	
DFi FPO task team members	Gekopieerd	Verzonden: 22-6-2021 17:30:05
DFi_legal_agreement_task_team_members@world		
ankgroup.org		
World Bank Group		
Beveiligingsniveau: E-mailadres, Accountverificatie (optioneel)		
Elektronische document- en handtekeninginform Niet aangeboden via DocuSign	natie:	
Carol Durieux	Gekopieerd	Verzonden: 22-6-2021 23:38:55
carol.durieux@diplobel.fed.be	Conopioora	Bekeken: 23-6-2021 02:26:58
Beveiligingsniveau: E-mailadres, Accountverificatie (optioneel)		
Elektronische document- en handtekeninginform Niet aangeboden via DocuSign	natie:	
Official Documents		
odesk@worldbank.org		
Beveiligingsniveau: E-mailadres, Accountverificatie (optioneel)		
Elektronische document- en handtekeninginform Niet aangeboden via DocuSign	natie:	
Getuige evenementen	Handtekening	Tijdstempel

Handtekening

Tijdstempel

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Elektronische document- en handtekeninginformatie			



Electronic Disclosure Statement And Consent for E-Signature with a Relevant World Bank Group Organization [1]

1.0 Acknowledgement of Independent Vendor:

A relevant "World Bank Group Organization" means any of the following international organizations established by treaty among its member countries: International Bank for Reconstruction and Development ("IBRD"), International Development Association ("IDA"), International Finance Corporation ("IFC"), Multilateral Investment Guarantee Agency ("MIGA"), and International Centre for Settlement of Investment Disputes ("ICSID").

By checking the 'I agree' box below in this Electronic Disclosure Statement and Consent for E-Signature ("Disclosure Statement and Consent"), you agree and understand that: (1) the e-signature service (the "Service") is not owned or operated by any of the relevant World Bank Group Organizations in any way. Instead, the Service is owned, operated and maintained by an independent vendor; and (2) no relevant World Bank Group Organization is responsible or liable for the services provided by the independent vendor.

2.0 Agreement to Terms of Service and Privacy Policy:

When using the Service, you agree and understand that the Service's <u>Terms of Service</u>, including the <u>Service Privacy Policy</u>, will govern your use of e-signature.

3.0 **Limitation of Liability:**

You agree and understand that your use of the Service with a relevant World Bank Group Organization is at your own risk.

You agree and understand that the relevant World Bank Group Organization expressly disclaims all warranties of any kind related to the site, the services and the materials, whether express or implied, including, but not limited to: (1) the implied warranties of merchantability; (2) fitness for a particular purpose; and (3) non-infringement. You agree to be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

In no event will the relevant World Bank Group Organization or its licensors, business partners, contractors, collaborators, partners, agents, employees or the like be liable for any indirect, consequential, incidental, collateral, exemplary, punitive, reliance or special damages (including, without limitation, business interruption or loss of goodwill, data, revenue or profits), even if advised or made aware of the possibility of any such losses or damages and regardless of

whether the claim is based on contract, tort (including negligence, strict liability and willful and/or intentional conduct), warranty, indemnity or other theory of liability.

4.0 Remedies and No Warranty:

The relevant World Bank Group Organization makes no warranty that: (1) the Service will meet your requirements; (2) the Service will be uninterrupted, timely, secure or error-free; (3) any results or outcomes from the use of the service will be accurate or reliable; (4) the quality of the Service will meet your expectations; or (5) the Service, or its servers, or communications sent from the any of the relevant World Bank Group Organizations, will be free of viruses or other harmful elements.

You agree and understand that your sole course of action and exclusive remedy for any losses or damages incurred or suffered by you as a result of your use of the Service shall be to terminate your Service account and cease using the Service. Under no circumstances will you have any claim against any of the relevant World Bank Group Organizations for any losses or damages whatsoever arising out of or related to your use of the Service.

5.0 **Preservation of Immunities.**

Nothing in this Disclosure Statement and Consent shall constitute, be construed, or considered to be, a limitation upon or a waiver, renunciation or modification of any immunities, privileges or exemptions of any of the World Bank Group Organizations accorded under its respective Articles of Agreement, international Convention or any applicable law. Such immunities, privileges or exemptions are specifically reserved.

6.0 Additional Terms:

By checking the 'I agree' box below, you agree and confirm that:

- You understand that this Disclosure Statement and Consent governs only e-signature transactions or arrangements with a relevant World Bank Group Organization which may be subject to additional Service terms;
- You can access and read this Disclosure Statement and Consent; and
- You can print on paper the Disclosure Statement and Consent or save or send the same to a place where you can print it for future reference and access.
- With respect to IBRD and IDA, you (a) will always keep your e-mail address updated
 with the Service and follow instructions provided by the relevant World Bank Group
 Organization to keep your e-mail address updated with the Service as needed; and
 (b) understand that the minimum system requirements for using the Service may change

over time. The current system requirements are found

here: https://support.docusign.com/guides/signer-guide-signing-system-requirements

[1] This Electronic Disclosure Statement and Consent for E-Signature with a relevant World Bank Group Organization is to be used on a specific **transactional basis** and does not in any way or form purport to create an ongoing contractual relationship between the user of the Service, the independent vendor and any of the relevant World Bank Group Organizations.

In Process