Amendment No. 4 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 Two Million Euro (**EUR 2,000,000.00**) (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 <a href="mailto:tfremitadvice@worldbank.org">tfremitadvice@worldbank.org</a> or by fax sent to (202) 614-1315.

### 3.3. Payment Schedule:

Installment	Amount (EUR)	Payment Date
1	2,000,000.00	Upon signature of this amendment

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

Installment	Amount (EUR)	Window	Designation	Cost Sharing Portion (EUR)	Net Allocation Amount (i.e., Amount less Cost Sharing Portion) (EURO)
1	2,000,000.00	1	NA	NA	2,000,000.00
TOTAL	2,000,000.00				2,000,000.00

#### 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.

Tel: +1 (202) 473-7414

E-mail: mtotrustee@worldbank.org

## For the Funder (the "Funder Contact"):

Luc Jacobs - Director MD8

Federal Public Service Foreign Affairs

Directorate General for Development Cooperation and Humanitarian Aid

Karmelietenstraat 15

1000 Brussels, Belgium

Tel: +32 2 501 81 11

E-mail: <u>luc.jacobs@diplobel.fed.be</u> (copy to <u>Annemarie.vanderavort@diplobel.fed.be</u> and

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:	Dai
•	Dirk Reinermann, Director
	Trust Funds and Partner Relations
	Development Finance
Date	07-Sep-2022 e:

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

By	:
,	Meryame Kitir Minister of Development Cooperation and Major Cities Policy
Dat	09-Sep-2022 te:

# **DocuSign**

#### **Certificate Of Completion**

Envelope Id: 3AB5EBCFCA174B3FA5A5F59077441B8F

Subject: FYI: Document Sent to DFi for Approval: MTO069033 - CGIAR3 Belgium Amend 4 to CA

Source Envelope:

Document Pages: 3 Certificate Pages: 6

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator: The World Bank 1818 H Street NW

Washington, DC 20433

esignaturelegdf@worldbank.org IP Address: 108.31.204.13

#### **Record Tracking**

Status: Original

9/7/2022 11:01:46 AM

Security Appliance Status: Connected

Holder: The World Bank

esignaturelegdf@worldbank.org

Pool: Security Pool

Location: DocuSign

#### **Signer Events**

Jane M. Mwebi

jmwebi@worldbank.org

Security Level: Email, Account Authentication

(Optional)

#### Signature

Signatures: 2

Initials: 0

#### Completed

Using IP Address: 138.220.126.196

#### **Timestamp**

Sent: 9/7/2022 11:01:47 AM Viewed: 9/7/2022 11:50:06 AM Signed: 9/7/2022 11:52:27 AM

#### **Electronic Record and Signature Disclosure:**

Accepted: 9/7/2022 11:50:06 AM

ID: 0e0baebb-218c-47f5-b999-4f609bb23947

Company Name: The World Bank

# **Completed**

Using IP Address: 192.86.106.33

#### Sent: 9/7/2022 11:52:29 AM Viewed: 9/7/2022 5:48:08 PM

Signed: 9/7/2022 5:48:39 PM

# Mei Leng Chang

mchang1@worldbank.org

Manager, Financial Management

World Bank Group

Security Level: Email, Account Authentication

(Optional)

#### **Electronic Record and Signature Disclosure:**

Accepted: 7/24/2019 3:19:45 PM

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

Company Name: The World Bank

### Dirk Reinermann

Dreinermann@worldbank.org

Director Trust Funds and Partner Relations

World Bank Group - Main

Security Level: Email, Account Authentication

(Optional)

# Signature Adoption: Drawn on Device Using IP Address: 192.86.106.32

Signed using mobile

Sent: 9/7/2022 5:48:42 PM Viewed: 9/7/2022 5:51:55 PM Signed: 9/7/2022 5:52:05 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 11/17/2020 4:55:46 PM

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

Company Name: The World Bank

#### Meryame Kitir

meryame.kitir@diplobel.fed.be

Minister of Development Cooperation

Security Level: Email, Account Authentication

(Optional)

# Signature Adoption: Drawn on De

Signature Adoption: Drawn on Device Using IP Address: 91.183.106.226

#### **Electronic Record and Signature Disclosure:**

Accepted: 9/9/2022 5:10:57 AM ID: f1e231d4-8c3b-4633-bccf-3eea3a121fa2 Company Name: The World Bank

Sent: 9/7/2022 5:52:12 PM Viewed: 9/9/2022 5:10:57 AM Signed: 9/9/2022 5:15:11 AM Signer Events Signature Timestamp

Gabriela Grinsteins

ggrinsteins@worldbank.org

Security Level: Email, Account Authentication

(Optional)

**Electronic Record and Signature Disclosure:** 

Accepted: 9/2/2022 10:41:38 AM

ID: b3c4e94d-e189-44c5-a465-5fc606d43a24

Company Name: The World Bank

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Vivian Nwachukwu

vnwachukwu@worldbank.org

The World Bank

Security Level: Email, Account Authentication

(Optional)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

DFI FPO task team

Sent: 9/7/2022 11:01:47 AM

COPIED

COPIED

COPIED

DFi\_legal\_agreement\_task\_team\_members@worldb

ankgroup.org World Bank Group

Security Level: Email, Account Authentication

(Optional)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Annemarie Van der Avort

annemarie.van der avort @diplobel.fed.be

Security Level: Email, Account Authentication

(Optional)

**Electronic Record and Signature Disclosure:** 

Accepted: 10/21/2021 12:29:05 PM

ID: 93b96e7f-3a6c-4b66-a14e-c8bd011618e8 Company Name: The World Bank

Carol Durieux

carol.durieux@diplobel.fed.be

Security Level: Email, Account Authentication

(Optional)

**Electronic Record and Signature Disclosure:** 

Accepted: 8/17/2021 11:17:14 AM

ID: f0bfe312-9cd5-4f5e-b654-2b1540d233e8

Company Name: The World Bank

Official Documents

odesk@worldbank.org

Security Level: Email, Account Authentication

(Optional)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

COPIED

COPIED

Sent: 9/7/2022 5:52:08 PM Viewed: 9/8/2022 3:44:57 AM

Sent: 9/7/2022 11:01:46 AM

Viewed: 9/7/2022 11:01:46 AM

Signed: 9/7/2022 11:01:46 AM

Sent: 9/9/2022 5:15:14 AM

Sent: 9/7/2022 5:52:10 PM

Witness Events	Signature	Timestamp			
Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	9/7/2022 11:01:47 AM			
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

# In Process

# 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

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