
Program Implementation Agreement

for [name of CRP]

between

the International Plant Genetic Resources Institute

(operating under the name of Bioversity International),

on behalf of

the Consortium of International Agricultural Research Centers,

and

[Lead Center]

Dated _____, 201__

TABLE OF CONTENTS

	Page
1. AMOUNT AND PURPOSE OF GRANT	2
2. CRP MANAGEMENT	3
3. PROGRAM PARTICIPANTS	3
4. CRP AND OTHER COSTS	4
5. REPORTING	5
6. MONITORING AND EVALUATION	6
7. INTELLECTUAL PROPERTY	7
8. CONTINUING REPRESENTATION AND UNDERTAKINGS.....	7
9. PROHIBITED USE OF WINDOWS 1 AND 2 FUNDS	9
10. TERMINATION/SUSPENSION.....	10
11. MISCELLANEOUS	11

This Program Implementation Agreement (“**Program Implementation Agreement**” or “**PIA**”) dated as of _____, 201__, is entered into between the International Plant Genetic Resources Institute (operating under the name of Bioversity International, hereafter “**Bioversity**”), on behalf of the Consortium of International Agricultural Research Centers (“**Consortium**”) and [name of Lead Center] (“**Lead Center**”). Capitalized terms not defined in this PIA are defined in the Glossary (the current version of which, dated _____, 2011, is attached as Exhibit [] and which may be amended from time-to-time by the Consortium and the Fund Council). (The Consortium together with the Lead Center are collectively referred to as the “**Parties**”).)

RECITALS:

WHEREAS, this PIA is intended to build on the relationship of teamwork, trust and mutual respect that exists among the participants in the CGIAR system, and this PIA will be implemented and interpreted in light of, and in furtherance of, such teamwork, trust and mutual respect;

WHEREAS, this PIA will be implemented and interpreted in light of, and in furtherance of, the six reform principles of the CGIAR, which are: (1) pursuit of a clear vision with focused priorities that respond to global development challenges; (2) Center collaboration; (3) streamlined and effective system-level governance with clear accountability; (4) strong and innovative partnerships with National Agricultural Research Systems (NARS), the private sector and civil society that enable impact; (5) strengthened and coordinated funding mechanisms that are linked to the systems agenda and priorities; (6) stabilization and growth of resources;

WHEREAS, the Fund Council of the CGIAR Fund (“**Fund Council**”), represented by the International Bank for Reconstruction and Development (“**World Bank**”), and the Consortium have entered into a Consortium Performance Agreement (“**CPA**”), dated _____, for the CGIAR Research Program (“**CRP**”) entitled _____ [name of CRP] (“**this CRP**”) to be financed in whole or in part by the CGIAR Fund (TF No. 069018) (“**CGIAR Fund**”);

WHEREAS, on [•] 2011 the World Bank, on behalf of the Fund Council, and the Consortium entered into a Joint Agreement setting out certain terms and conditions governing the submission and approval of CRP proposals, the implementation and use of funds in resulting CRPs, including, with respect to the Consortium and Centers, the treatment of System Costs (the “**Joint Agreement**”);

WHEREAS, the Consortium, made up of the 15 International Agricultural Research Centers supported by the CGIAR, was established as an independent international organization on 2 March 2012 with its headquarters in Montpellier, France;

WHEREAS, until it is ready to carry out its business in its own name (“**Interim Period**”), the Consortium shall draw on the legal personality of Bioversity, a Center which has its international headquarters in Maccaresse, Italy and an office in Montpellier, France, and which is authorized to enter into agreements and contract obligations on behalf of the Consortium under a Memorandum of Understanding between Bioversity and the Consortium Board on behalf of the Consortium dated February 23, 2011 (“**Bioversity MOU**”);

WHEREAS, the Consortium and the Centers, including the Lead Center, will work collaboratively to advance the objectives of the CGIAR;

WHEREAS, the Consortium submitted to the Fund Council a proposal for use of funds from Windows 1 and/or 2 of the CGIAR Fund for the implementation of this CRP (copy attached hereto as Exhibit []). The Fund Council approved the proposed CRP on _____, and the Fund Council and the Consortium entered into a CPA, upon which basis the Consortium is hereby entering into this Program Implementation Agreement with the Lead Center; and

WHEREAS, this PIA governs the funding and implementation of this CRP;

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. AMOUNT AND PURPOSE OF GRANT

1.1 Grant Amount. Based on the Fund Council approval of the Fund Council-Approved Component of the Total Budget for [] years (a copy of the Total Budget is attached as Exhibit []) set forth in this CRP's proposal, the amount of funds from Windows 1 and 2 of the CGIAR Fund that shall be disbursed from the CGIAR Fund to the Lead Center as part of this CRP is US\$ _____ (or the equivalent thereof) subject to revision by the Fund Council ("**Windows 1 and 2 Funds**"). Such disbursements shall be made according to the budgeted (yearly) amounts provided in the Consortium Performance Agreement applicable to this CRP and this CRP's proposal approved by the Fund Council, as may be amended from time to time, and at all times subject to the availability of funds in the CGIAR Fund.

1.2 Use of Windows 1 and 2 Funds.

(a) As set forth in the Glossary, "**Window 1 Funds**" means funds disbursed from Window 1 of the CGIAR Fund. "**Window 2 Funds**" means funds disbursed from Window 2 of the CGIAR Fund.

(i) Funds deposited into Window 1 shall consist of (a) any funds designated to Window 1 by Fund Donors, (b) refunds from recipients, including the Trustee and Fund Office, regardless of the Window from which the funds were originally received, (c) any investment income generated by funds held in the CGIAR Fund, (d) the CSP amounts from Windows 2 and 3 and the Provisional Account, and (e) the Bilateral Portion of System Costs. Window 1 funds may be allocated by the Fund Council to CRPs, in consultation with the Consortium, and to System Costs.

(ii) Funds deposited into Window 2 shall consist of funds directed by Fund Donors to specific CRPs proposed by the Consortium and approved by the Fund Council as eligible to receive Window 2 subaccount funding.

(b) The Windows 1 and 2 Funds, and any investment income earned thereon, shall be used only for the purposes described in this CRP's proposal.

(c) The Lead Center may use, and may allow the Program Participants to use, Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP to retroactively pay for expenditures incurred as part of this CRP as of the start date of this CRP which is set to be on [] (“**Start Date of this CRP**”)¹. For the avoidance of doubt, this PIA does not impose on the Lead Center any obligation to carry out activities under this CRP if the corresponding Window 1 or 2 Funds are not disbursed to the Lead Center under this PIA. (For purposes of this PIA, “**Program Participants**” shall be limited to Program Participants in this CRP.)

1.3 Investment of Windows 1 and 2 Funds. The Lead Center agrees, and shall require all Program Participants to agree, that all yet-to-be spent or committed Windows 1 and 2 Funds, which have been disbursed to the Lead Center or any such Program Participant, must be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective of preserving principal so that they remain available for funding of this CRP in the manner described in this PIA. Any interest or other income generated by such Windows 1 and 2 Funds, including currency conversion gains, shall be (i) used only for the purposes described in this CRP’s proposal or (ii) if not needed for such purposes, returned to the Trustee for deposit as Window 1 Funds. The Lead Center and any Program Participants may freely exchange Windows 1 and 2 Funds into other currencies as may facilitate their use and disbursement. Any currency conversion losses that are incurred in implementing this CRP shall be taken into account as a reasonable, allocable and allowable expense of this CRP.²

2. CRP MANAGEMENT

Management Structure. This CRP shall be managed as set forth in this CRP’s proposal approved by the Fund Council.

3. PROGRAM PARTICIPANTS

3.1 Partners/Subcontractors. The Lead Center may use Windows 1 and 2 Funds to partner or subcontract with Program Participants for the implementation and completion of this CRP. The Lead Center shall require any Program Participants in this CRP to operate this CRP in accordance with this PIA and all applicable Fund Use Agreements to which the Consortium is a party (copy [copies] attached as Exhibit []), which consist of the Joint Agreement and the Consortium Performance Agreement applicable to this CRP). (For purposes of this PIA, “**Consortium Performance Agreement**” or “**CPA**” will refer to the CPA applicable to this CRP.) If a Program Participant informs the Lead Center that such Program Participant has other third party contractual obligations, internal policies or statutory or regulatory requirements that differ from this PIA, the Joint Agreement or the CPA, the Lead Center may take such issues into consideration in formulating the governing Subagreement; provided, however, that the Lead Center first consults with the Consortium and, to the extent that any failure to flow down provisions from this PIA, the Joint Agreement or the CPA to such Subagreement adversely affects the Consortium’s ability to fulfill its contractual obligations to the Fund Council or Fund Donors, receives the Consortium’s advance, written approval.

¹ Note to Centers: the Start Date of this CRP must be after or within the six months prior to Fund Council approval of this CRP, unless otherwise specified in this CRP’s proposal approved by the Fund Council or the CPA, which may include a retroactive period that is longer or shorter than six months.

² Note to Centers: a cushion for currency losses and hedging expenses should be included in the proposed Fund Council-Allocated Component of the Total Budget presented to the Fund Council for approval.

3.2 Oversight by Lead Center. The Lead Center shall be responsible for overseeing the implementation of this CRP by Program Participants and for all payments to and reporting from Program Participants.

3.3 Procurement. The Lead Center shall, and shall require all Centers participating in this CRP to, use Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP in accordance with the existing CGIAR Procurement of Goods, Works and Services Guidelines (No. 6), which apply as part of this PIA, unless and until replaced by the relevant section expected to form part of a chapter of the Common Operational Framework upon approvals by the Fund Council and Consortium, which shall be consistent with the CGIAR reform principle of streamlined and effective system-level governance with clear accountability. (Any such replacement by the relevant section of the Common Operational Framework shall provide for a period of transition to such new guidelines to limit to an absolute minimum any additional costs to be incurred by the Lead Center or other Centers participating in this CRP.)

3.4 Due Diligence by Lead Center.

(a) The Lead Center, either directly or through other Centers participating in this CRP, shall conduct due diligence and review of Program Participants to the extent deemed necessary or appropriate by the Lead Center.

(b) Whenever relevant and possible, the Lead Center shall, and shall require Program Participants to, carry reasonable liability insurance in connection with the activities of this CRP in light of the insurance available, the activities being undertaken by the Lead Center or Program Participants, and the Windows 1 and 2 Funds involved.³ Such liability insurance carried by the Center or any Program Participant shall be an expense reimbursable from Window 1 and Window 2 Funds to the extent included in the Fund Council-Allocated Component for this CRP and approved by the Fund Council.

(c) CRP Implementation. The Lead Center shall work collaboratively with the Centers and Program Participants to ensure that this CRP is implemented in compliance with this PIA.

3.5 Material Changes. Except as specified in this CRP, or as otherwise approved by the Consortium, the Lead Center agrees, and shall require the Program Participants to agree, to seek approval from the Consortium to make material revisions to this CRP, including for the following reasons: (i) to change the scope or the objectives of this CRP or to add any new material activity ; (ii) to change any budget line item of this CRP's Total Budget by more than (y) 10 percent or (z) \$500,000, whichever is lower; and (iii) to request an increase in the Fund Council-Allocated Component or in the Total Budget.⁴

4. CSP AND OTHER COSTS

³ Note to Centers: The Consortium believes that all Centers have sufficient liability insurance at this time. To the extent any such liability insurance required for a particular CRP is over and above general liability insurance carried by the Center or any Program Participant, the costs of such insurance should be included in this CRP proposal as a reimbursable expense.

⁴ Note to Centers: Budget line items can be expressed on an annual or total project basis, depending on how the budget is laid out in the CRP proposal.

4.1 Cost Allocations. The Lead Center shall, and shall require Program Participants to, use Windows 1 and 2 Funds for costs incurred in carrying out this CRP only to the extent that such costs are reasonable, allocable and allowable, as defined in the Financial Guidelines No. 5 CGIAR Cost Allocation Guidelines.

4.2 Reimbursements. The Consortium shall not be obligated to reimburse the Lead Center or any Program Participants for costs incurred in excess of the total Windows 1 and 2 Funds committed in this PIA. The Lead Center shall not be obligated to continue performance under this PIA, or otherwise to incur costs in excess of the amounts committed and/or actually transferred under this PIA, unless and until further funds from the CGIAR Fund have been allocated and distributed through amendments specifying the new committed amounts.

4.3 Bilateral Funds. The Lead Center shall, and shall require each Center participating in this CRP to, accept Bilateral Funding for the implementation of the SRF under agreements or arrangements entered into after the effective date of the Joint Agreement or additional funding after the effective date of the Joint Agreement under existing agreements or arrangements only when the CSP for such funding is provided for in such Bilateral Funding agreements or arrangements or is otherwise to be paid by the Lead Center, or such Centers, from operating or unrestricted funds. In addition, the Lead Center shall also cause each Center to require, through appropriate Subagreements, any other Center to accept Bilateral Funding for the implementation of the SRF only under such conditions. In exceptional circumstances, the Consortium and the Fund Council may waive this requirement for collecting the CSP from all Bilateral Funding received directly by a Center.

4.4 Windows 1, 2 and 3 Funds. Neither the Lead Centers, nor any Centers participating in this CRP, shall have any obligation to collect or otherwise pay the CSP on funds disbursed through Windows 1, 2 or 3. The Parties understand that the Trustee of the CGIAR Fund shall collect the CSP before such funds are disbursed from the CGIAR Fund.

5. REPORTING

5.1 General.

(a) The Lead Center shall submit to the Consortium all reports described in the harmonized reporting requirements (reporting templates) approved as part of the Common Operational Framework.

(b) Notwithstanding any provision in this Section 5, the Lead Center shall provide reports to the Consortium as may be reasonably necessary for the Consortium to comply with its reporting obligations provided in the Joint Agreement or the Consortium Performance Agreement (as noted previously, copies attached as Exhibits [] and []).

5.2 Financial Reporting.

(a) The Lead Center shall maintain, and shall require that any Program Participants maintain, books, records, documents, and other evidence in accordance with their respective usual accounting procedures to sufficiently substantiate, in a manner reasonably satisfactory to the Consortium, financial data relating to this CRP. The Lead Center may, in

exceptional circumstances, accept Bilateral Funding from a donor that refuses to allow its name to be disclosed. In such circumstances, the Lead Center shall identify the donor as “anonymous,” but shall disclose the funds received from such donor in all relevant reports and shall explain to the Consortium the justifications for keeping such donor’s identity anonymous.

(b) The Lead Center agrees, and shall require Program Participants to agree, that the Fund Council and any Fund Donor reserves the right to request separate audited financial statements or reports for portions of this CRP financed by Windows 1 or 2 Funds; provided that any such requesting Fund Donor(s) have a statutory, regulatory or policy environment requiring such Fund Donor(s)’ ability to make a request unilaterally and have negotiated such rights through its respective Contribution Agreement or Contribution Arrangement. The cost of any such separate audited financial statements or reports, including the internal costs of the Lead Center, Centers and other Program Participants with respect to such statements or reports, shall be paid by the requesting Fund Council (through the Fund Office budget) or Fund Donor(s), as the case may be. The Lead Center shall, and shall require any Program Participants, to: (i) retain all records evidencing expenditures of Windows 1 and 2 Funds disbursed pursuant to this PIA for at least three years after the termination of this CRP as part of which such Windows 1 and 2 Funds were provided; (ii) permit designated representatives of the Consortium or the Fund Council to examine such records; (iii) provide to the Consortium and the Fund Council all such information concerning such records as they may from time to time reasonably request.

5.3 Activity, Output, Outcome and Impact Reporting.

(a) Within six months of the completion of this CRP, the Lead Center shall provide a final report, in a format agreed to in advance with the Consortium, regarding this CRP.

(b) The Lead Center shall promptly inform the Consortium of any conditions that interfere or threaten to interfere with this CRP or with the Lead Center’s obligations under this PIA.

5.4 Annual Reports. The Lead Center shall provide to the Consortium upon request, and shall require any other Center participating in this CRP to provide to the Consortium upon request, a copy of any annual report that the Lead Center or such Center, as the case may be, prepares on a project funded with Bilateral Funds.

6. **MONITORING AND EVALUATION**

6.1 General.

(a) Notwithstanding any provision in this Section 6, the Lead Center agrees, and shall require the Program Participants with respect to this CRP to agree, that the Consortium has the right to commission evaluations of the Lead Center and the Program Participants in connection with activities undertaken by the Lead Center and Program Participants with respect to this CRP as may be reasonably necessary to comply with the Consortium’s obligations provided in the Joint Agreement or any Fund Use Agreement to which it is a party (as noted previously, copies attached as Exhibits [] and []). If the costs of such evaluations have not been approved as part of this CRP, the Consortium shall pay the fees and expenses relating to such evaluations out of its share of the Systems Costs, or otherwise arrange for such payment. For the

purposes of this Section, the Consortium shall also inform the Lead Center of such obligations in a timely manner.

6.2 Monitoring.

(a) The Lead Center shall establish a monitoring system, using as a basis the Consortium level Monitoring Principles approved by the Consortium Board and the reporting system set forth in Section 5 above, that provides a reliable, harmonized system to monitor the implementation of this CRP, including the activities of the Program Participants in such implementation, that (i) is reasonably satisfactory to the Consortium and (ii) serves the goals of the CGIAR reforms, including reducing overall reporting obligations of the Centers. The Lead Center shall have the overall responsibility for monitoring research conducted as part of this CRP and managing the monitoring system.

(b) The Lead Center shall monitor the overall administrative and financial performance of this CRP.

6.3 Evaluation. This CRP shall be evaluated in accordance with the CGIAR Policy for Independent External Evaluation. The Consortium and the Lead Center shall carry out all evaluation requirements set forth in such policy.

7. **INTELLECTUAL PROPERTY**

Management of Intellectual Property. The Lead Center shall manage intellectual assets in connection with this CRP (which, for purposes of this PIA, shall include associated intellectual property rights) in accordance with the CGIAR Principles on the Management of Intellectual Assets approved as part of the Common Operational Framework and any other Intellectual Property Principles adopted by the Consortium under the Constitution.

8. **CONTINUING REPRESENTATION AND UNDERTAKINGS**

8.1 Continuing Representations and Undertakings. Unless otherwise specified in this PIA, the Lead Center makes the following representations and undertakings on behalf of itself and shall, directly or through another Center, obtain such representations and undertakings from any Program Participant during the time that any Windows 1 and 2 Funds are held or expended by the Lead Center or a Program Participant as part of the implementation of this CRP:

(a) The Lead Center has full power, capacity and authority to enter into this PIA and any other agreement pursuant to this PIA and carry out its obligations hereunder and thereunder, including with respect to the Program Participants.

(b) The Lead Center shall carry on its own, and shall require the Program Participants to carry on their own, operations in accordance with sound administrative, technical, financial, economic, environmental and social standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers.

(c) The Lead Center shall, and shall require Program Participants to, use Windows 1 and 2 Funds received as part of this CRP with due regard to economy and efficiency

and uphold the highest standards of integrity in the administration of such Windows 1 and 2 Funds, including the prevention of fraud and corruption.

(d) The Lead Center shall, and shall require Program Participants to, agree that Windows 1 and 2 Funds received as part of this CRP shall not be used for payments for which corrupt, fraudulent, collusive, obstructive, or coercive practices were engaged in by representatives of the Lead Center or Program Participants.

(e) The Lead Center shall, and shall require Program Participants to, promptly report to the Consortium any occurrence of which the Lead Center or Program Participants, respectively, becomes aware of any Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP being used for purposes other than as provided in this PIA.

(f) The Lead Center shall confirm, and shall require the Program Participants to confirm, that, given the activities funded by Windows 1 and 2 Funds, such recipient does not believe that Windows 1 and 2 Funds would be diverted in support of drug trafficking.

(g) The Lead Center agrees, and shall require the Program Participants to agree, to use their best efforts, to the extent allowed by applicable agreements, such as those signed by host governments, and other applicable laws, to ensure that their use of any funds disbursed from the Fund (including Window 3 Funds) will be free from any taxation or fees imposed under local laws.

(h) The Lead Center is not aware, and shall obtain assurance from each Program Participant that it is not aware, of information that indicates the need for further scrutiny of the use of the Windows 1 and 2 Funds (including non-frivolous allegations that corrupt, fraudulent, collusive or coercive practices were undertaken in relation to such use). In the event that the Lead Center becomes aware of information that indicates the need for further scrutiny of use of the Windows 1 and 2 Funds in violation of this section of this PIA (including non-frivolous allegations that corrupt, fraudulent, collusive or coercive practices were undertaken in relation to the use of the Windows 1 and 2 Funds), the Lead Center shall promptly notify the Consortium thereof. The Lead Center agrees to include corresponding provisions with respect to Program Participants in any Subagreement.

(i) The Lead Center agrees, and shall require the Program Participants to agree, to provide appropriate attribution for all Fund Donors for this CRP that is funded with Windows 1 and 2 Funds. The Consortium shall provide the Lead Center with clear guidelines regarding such attribution as soon as such guidelines are received from the Fund Council.

(j) The Lead Center agrees, and shall require the Program Participants to agree, to carry out all regulated research activities under high standards (set with reference to internationally accepted practices and to be described in the Common Operational Framework) and in accordance with applicable laws and regulations. The Lead Center agrees to indemnify the Consortium for any damages arising from such this CRP-related activities financed by Windows 1 and 2 Funds, except to the extent that such damages are the result of the Consortium's actions. In the event any amounts are received by the Consortium under such indemnification, the Consortium shall determine the allocation or distribution of such amounts.

(k) The Lead Center acknowledges and supports the CGIAR policy of full cost recovery from all sources of financing for implementation of the SRF. The Lead Center

shall require Program Participants in this CRP to accept bilateral funds for implementation of this CRP only at full cost recovery. In exceptional circumstances, the Consortium and the Fund Council may waive this requirement for full cost recovery.

8.2 Liabilities. None of the Fund Donors, the Trustee, the Fund Office or the Consortium shall be responsible for the activities of any person or third party engaged by the Lead Center, any Center or any Program Participants with use of Windows 1 and 2 Funds or as a result of this PIA, or any Window 3 Transfer Agreement or Subagreement; nor will the Fund Donors, the Trustee, Fund Office or Consortium be liable for any costs incurred by such recipients in terminating the engagement of any such person.

9. PROHIBITED USE OF WINDOWS 1 AND 2 FUNDS

9.1 Prohibited Use of Windows 1 and 2 Funds.

(a) Recognizing the obligations of countries that are members of the United Nations under various United Nations Security Council resolutions to take measures to prevent financing of terrorists, the Lead Center agrees, and shall require the Program Participants to agree, to undertake to use reasonable efforts, consistent with their governing arrangements and policies, including those pertaining to combating financing for terrorists, to ensure that the Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP are used for their intended purposes and are not diverted to individuals or entities associated with terrorism, as identified in accordance with relevant United Nations Security Council resolutions. The Lead Center shall, and shall require Program Participants, (i) not use such Windows 1 and 2 Funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the recipient's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, including under United Nations Security Council Resolution 1373 and related resolutions, and (ii) include a corresponding provision in any Subagreements that the recipient enters into with entities to which the recipient makes such Windows 1 and 2 Funds available. While the Lead Center and all Program Participants must comply with the prohibition set forth in this Section 9.1(a), for the avoidance of doubt, this Section 9.1(a) does not prevent the Lead Center and/or Program Participants from operating or partnering in territories where threats of terrorism may be present.

(b) The Lead Center shall not partner with any other organization or subcontractor in implementing this CRP that (a) appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury's Office of Foreign Assets Control or any similar list maintained by the European Union, or (b) within the past five years, has been found guilty or liable under any anti-money laundering, trading with the enemy, anti-bribery or similar statutes of any country, or is under investigation with respect to any of the foregoing and such investigation has been publicly announced by the investigating entity or body.

(c) The Lead Center agrees, and shall require the Program Participants to agree, not to discriminate against persons with disabilities in the implementation of this CRP-related activities financed by Windows 1 and 2 Funds, and to make every effort to respect the principles of the UN Convention on the Rights of Persons with Disabilities in performing such

activities. To that end, and to the extent this goal can be accomplished within the scope of the objectives of this CRP, each of the Lead Center and any Program Participants involved in an activity financed by Windows 1 and 2 Funds should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities consistent with such principles: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) non-discrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the UN Convention on the Rights of Persons with Disabilities can be found at the following website: <http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>.

9.2 Lobbying. The Lead Center agrees that no portion of Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP is earmarked for lobbying activity, defined as attempting to influence legislation (1) through affecting the opinion of the general public or any segment thereof (i.e. grassroots lobbying), or (2) through communications with any member or employee of a legislative body.

9.3 Electioneering. The Lead Center confirms that Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP shall not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.

9.4 Return of Windows 1 and 2 Funds.

(a) The Lead Center shall promptly return to the Consortium without request any portion of Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP that is unexpended or uncommitted at the termination of this CRP (including approved extensions), or used for purposes or in a manner other than as provided in this CRP or the terms and conditions of this PIA.

(b) The Lead Center shall require the Program Participants to promptly return to the Lead Center without request any portion of Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP that is unexpended or uncommitted at the termination of this CRP (including approved extensions), or used for purposes or in a manner other than as provided in this CRP or the terms and conditions of the governing Subagreement.

10. TERM

Upon the last duly authorized signature of this PIA as provided below, this PIA shall be effective as of the Start Date of this CRP as set forth in Section 1.2 (c) above (“**Effective Date**”), and until this CRP is completed and all obligations of the Consortium and the Lead Center relating to this CRP, as provided in this PIA and this CRP’s proposal, are completed. The Parties agree to conduct a formal review of this PIA by May 31, 2013 and make any necessary amendments.

11. TERMINATION/SUSPENSION

11.1 Termination/Suspension.

(a) The Consortium has the right to suspend or terminate this PIA, and/or discontinue making payments under this CRP if the Fund Council terminates the governing CPA with the Consortium or the Fund Council or the Trustee suspends or terminates disbursements from the CGIAR Fund to the Lead Center as part of this CRP. If the Consortium, in consultation with the Fund Council, determines that the Lead Center is not complying with any material terms or conditions of this PIA or any material activities implementing this CRP are not progressing efficiently or effectively, or that such activities are failing to reach planned indicators or results, in a manner that merits corrective action, the Consortium may notify the Lead Center of its view with recommendations for improvement with regard to this CRP or with a request that the Lead Center propose corrective measures designed to address such shortcomings. If the Lead Center does not address any such material shortcomings, the Consortium shall have the right, in consultation with the Fund Council, to suspend or terminate this PIA and notify the Trustee to discontinue making further disbursements from the CGIAR Fund to the Lead Center for this CRP.

(b) The Lead Center has the right to suspend performance under this PIA if the Consortium fails to submit Payment Requests to the Fund Council as required in the CPA for this CRP and /or if the Trustee fails to distribute the requested funds from Window 1 or Window 2.

(c) Upon termination, the Lead Center shall (i) promptly return to the Consortium (or the CGIAR Fund, if directed to do so by the Consortium), any unspent or uncommitted Windows 1 and 2 Funds disbursed from the CGIAR Fund for use in this CRP and held by the Lead Center (as of the date of termination), (ii) proceed with terminating its Subagreements with Program Participants and (iii) promptly collect such unspent or uncommitted Windows 1 and 2 Funds from such Program Participants and return such funds to the Consortium (or the CGIAR Fund, if directed to do so by the Consortium).

(d) The Parties may suspend or terminate this PIA by mutual agreement.

12. MISCELLANEOUS

12.1 Successors and Assigns. This PIA shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that no Party may assign its rights or delegate its obligations under this PIA without the express prior written consent of the other Party. As noted in section 12.10 below, this requirement for prior written consent shall not apply to the anticipated assignment and transfer of this PIA by Bioversity to the Consortium after the Consortium obtains its international organization status.

12.2 Notices.

(a) All notices, requests and other communications hereunder shall be deemed to have been duly delivered, given or made to or upon any party hereto if in writing and delivered personally, sent by documented overnight delivery service or, to the extent receipt is confirmed, telecopy, telefax or other electronic transmission service to the appropriate address or number as set forth below.

If to the Consortium: _____

or at such other address and to the attention of such other person as the Consortium may designate by written notice to the Lead Center.

If to the Lead Center: _____

or at such other address and to the attention of such other person as the Lead Center may designate by written notice to the Consortium.

(b) The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three business days after such notice, request or other communication is sent, if sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such notice, request or other communication is actually delivered to the courier or (iv) the day actually telecopied, telefaxed or electronically transmitted.

12.3 English Language. All documents to be furnished or any communications made under this PIA shall be in English or, if another language, accompanied by a certified translation into English, which translation shall govern between the Consortium and the Lead Center.

12.4 Amendments and Waivers.

(a) Any provision of this PIA may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by each Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) No provision of this PIA is intended to be, or should be construed as, a waiver of any privileges and immunities of any Party, or the officers or employees of any Party, which privileges and immunities are expressly reserved. No delay in exercising, or omission to exercise, any right or remedy under this PIA shall impair any such right or remedy or be construed to be a waiver thereof.

12.5 Governing Law; Severability. This PIA is governed by and shall be construed in accordance with the law of the State of New York without regard to its conflict or choice of law provisions. This choice of law provision is not an agreement by the Parties to be subjected to the jurisdiction of the courts, administrative agencies or other governmental bodies of the State of New York. Any provision or the application of such provision hereof that is invalid, illegal or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof or the validity or enforceability of such provision in any other jurisdiction and shall not affect any other provision hereof. The Parties shall negotiate in good faith to replace any provision so held to be invalid or

unenforceable so as to implement most effectively the transactions contemplated by such provision in accordance with the Parties' original intent.

12.6 Dispute Resolution.

(a) Except as otherwise provided in this PIA, the Consortium and the Lead Center agree to make every effort to settle amicably any dispute that may arise between them in connection with this PIA through consultation with the Fund Council.

(b) If the Consortium and the Lead Center cannot agree, either may request that a qualified third-party mediator be appointed. The identity of the mediator shall be agreed upon by both Parties.

(c) If requested by either Party, a mediation shall be carried in accordance with the Mediation Procedures attached at Annex 2 to the Constitution.

(d) If resolution is not reached through consultation or mediation, all disputes arising out of or in connection with this PIA shall be finally settled under the Rules of Arbitration of the United Nations Commission on International Chamber of Commerce Trade Law (UNCITRAL) by one or more arbitrators as agreed to by the Parties and appointed in accordance with such Rules. All arbitration rulings under this provision shall be final.

12.7 Counterparts; Effectiveness. This PIA may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this PIA.

12.8 No Presumption. In any dispute concerning the construction or interpretation of any provision of this PIA or any ambiguity thereof, there shall be no presumption that this PIA or any provision hereof be construed against the party who drafted this PIA.

12.9 Entire Agreement and Applicability of Other Agreements and Policies.

(a) This PIA, which incorporates by reference the Joint Agreement (Annex 1) and the Consortium Performance Agreement for this CRP (Annex 2) which includes the approved CRP proposal and the budgets of the CRP, the Glossary (Annex 3), the Common Operational Framework and any policies adopted by the Consortium pursuant to the authority set forth in the Constitution, as all such documents may be amended from time to time (subject to Section 12.9 (b) below), constitute the entire agreement among the Parties with respect to the subject matter hereof, and supersede all prior agreements and understandings, whether oral or written, between or among any of the Parties with respect to the subject matter hereof. The Lead Center shall implement, and shall require, either directly or through another Center, each Program Participant to implement, this CRP in accordance with PIA including the documents incorporated by reference and indicated above.

(b) Any amendment to the Joint Agreement or to the CPA that imposes duties or obligations on, or infringes on the rights of, the Lead Center under this PIA will not be effective as to this PIA, unless agreed to by the Lead Center.

12.10 Legal personality. Once the Consortium is ready to conduct operations in its own name or the Bioversity MOU has been terminated, the Consortium may request approval from the Fund Council to transfer to the Consortium the rights and obligations contracted by Bioversity on behalf of the Consortium under the Joint Agreement, including this PIA. If approved by the Fund Council, then such rights and obligations of Bioversity under this PIA shall automatically transfer to the Consortium as of the date of such approval or as otherwise specified by the Fund Council, and the Interim Period shall end on that date, without further action by the Consortium or the Lead Center.

12.11 Further Assurances. In connection with this PIA and the transactions contemplated hereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this PIA and such transactions.

12.12 Authority to Sign. The Parties certify that (i) each Party is fully authorized and has the legal capacity to enter into this PIA, and (ii) their undersigned representatives are fully authorized by the Party he or she represents to enter into the terms and conditions of this PIA, to execute it on behalf of that Party, and to legally bind the Party on whose behalf he or she executes this PIA.

IN WITNESS WHEREOF, this PIA has been signed by each of the Parties as of the date first above written.

INTERNATIONAL PLANT GENETIC
RESOURCES INSTITUTE, on behalf of the
Consortium

By: _____
Name: _____
Title: _____

LEAD CENTER

By: _____
Name: _____
Title: _____

Annex 1: The Joint Agreement approved by the Fund Council on April 5 2011 and the Consortium Board on May 5 2011

Annex 2: the Consortium Performance Agreement for this CRP effective on _____
(includes CRP Proposal and Budget)

Annex 3: Glossary