

ICRISAT
(India)

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 20, 1973, between The Ford Foundation (hereinafter called "the Foundation") and the International Crops Research Institute for the Semi-Arid Tropics (hereinafter called "ICRISAT").

WHEREAS, the Foundation entered into the ICRISAT Special Account Agreement, dated March 20, 1972, with the International Bank for Reconstruction and Development (hereinafter called the "Special Account Agreement") under which the Foundation was appointed as agent to carry out the Initial Stage of the Proposal (hereinafter called the "Initial Stage"), as described in Schedule 2 to the Special Account Agreement; and

WHEREAS, the Foundation has determined that it has carried the Initial Stage to the point at which ICRISAT is in a position to carry forward the remainder of the Proposal, and the Foundation has accordingly notified the International Bank for Reconstruction and Development and the Sub-Committee of the Consultative Group on International Agricultural Research; and

WHEREAS, the Foundation desires to assign and convey to ICRISAT all its right, title and interest in and to all assets and rights and all liabilities and obligations relating to the Initial Stage, and ICRISAT is willing to accept such assignment and assume such obligations and liabilities, all subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises set forth below and good and valuable consideration the parties hereto agree as follows:

(1) The Foundation hereby conveys, grants, bargains, sells, transfers, sets over, assigns and delivers unto ICRISAT, its successors and assigns, forever,

all assets and rights acquired by the Foundation in the course of its activities in carrying out the Initial Stage.

(2) ICRISAT agrees that, from and after the date hereof, ICRISAT shall be liable for and hereby assumes and agrees to pay, perform, and discharge all liabilities and obligations of the Foundation relating to or arising from the Foundation activities in carrying out the Initial Stage (including, but not limited to all obligations and liabilities of the Foundation under a certain Memorandum of Agreement dated **March 28, 1972 with the Government of India**).

(3) The Foundation will execute, acknowledge and deliver to and upon the order of ICRISAT such other instruments of conveyance, assignment and transfer and take such action as ICRISAT may reasonably request in order to more effectively convey, assign, or transfer to, or perfect the title or interest of ICRISAT in the assets intended to be hereby assigned.

(4) This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York. The effective date of this Assignment and Assumption Agreement shall be February 20, 1973.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first set forth above.

THE FORD FOUNDATION

By David E. Bell
David E. Bell - Executive Vice President

INTERNATIONAL CROPS RESEARCH
INSTITUTE FOR THE SEMI-ARID TROPICS

By Ralph W. Cummings