

## CGIAR Integration Framework Agreement

This CGIAR Integration Framework Agreement (**‘Agreement’**) is entered into between the following legal entities of the CGIAR System:

- 1) The Africa Rice Center ([AfricaRice](#)),
- 2) [Bioversity International](#)<sup>1</sup>,
- 3) International Center for Agricultural Research in the Dry Areas ([ICARDA](#)),
- 4) International Center for Tropical Agriculture ([CIAT](#))<sup>2</sup>,
- 5) International Food Policy Research Institute ([IFPRI](#)),
- 6) International Institute of Tropical Agriculture ([IITA](#)),
- 7) International Livestock Research Institute ([ILRI](#)),
- 8) International Maize and Wheat Improvement Center ([CIMMYT](#)),
- 9) International Potato Center ([CIP](#)),
- 10) International Rice Research Institute ([IRRI](#)),
- 11) International Water Management Institute ([IWMI](#)),
- 12) International Center for Living Aquatic Resources Management (ICLARM) also known as [WorldFish](#)
- 13) and any other Center that becomes a signatory to this Agreement as per Section VI.4 below on New Signatories  
(together, the “Centers”, and each, a “Center”, for the purposes of this Agreement),  
and
- 14) the [CGIAR System Organization](#) (the “System Organization”)  
(the Centers and the System Organization being together the “**Parties**”, and a Center or the System Organization being each a “**Party**”).

The Parties agree to the terms of this Agreement as detailed in the sections hereafter and in Annex 1 which is an integral part of this Agreement.

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<sup>1</sup> Bioversity International and CIAT both operate under the Alliance of Bioversity International and CIAT since 1 January 2020.

<sup>2</sup> See footnote above.

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## Preamble

1. The Parties are each independent legal entities with their own specific mandate as set forth in their Governing Instruments.
2. Recognizing the complementary nature of their individual mandates, the Parties collaborate within the CGIAR System, a global research partnership dedicated to transforming food, land, and water systems for a safe, healthy and sustainable future that is resilient to climate change and biodiversity loss.
3. The governing arrangements of the CGIAR System are set out in the [CGIAR System Framework](#) and the [Charter of the System Organization](#), as amended from time to time. The governing arrangements of each Party are set out in their respective Governing Instruments, as amended from time to time. In the event of a conflict:
  - between the provisions of a Governing Instrument of a Party and the provisions of this Agreement, as determined by the board of that Party, including any host country representatives, the provisions of the Governing Instrument will prevail;
  - between the provisions of a Host Country Agreement of a Party and the provisions of this Agreement, as determined by the board of that Party and the government of the relevant host country, the provisions of the Host Country Agreement will prevail;
  - between the governing arrangements of the CGIAR System and this Agreement, as determined by the System Board, the governing arrangements of the CGIAR System will prevail.
4. Since 2019, the CGIAR System has embarked on a process of reform, referred to as the 'One CGIAR' transition, to implement important changes endorsed by the CGIAR System Council to drive major progress in key areas where innovation is needed, anchored in more unified governance, institutions, country engagement, and funding<sup>3</sup>.
5. The Parties recognize that enhancing their collaboration in order to act in a more unified and integrated way is critical to tackle the complex and interconnected challenges to food, land, and water systems in the 21st century, and their inter-relationships with climate change mitigation and adaptation; to successfully implement their shared CGIAR research and innovation strategy; and to better deliver on their individual mandates as described in their Governing Instruments and Host Country Agreements.

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<sup>3</sup> The System Council endorsed these changes ([SC 9, 13-14 November 2019, Decision Ref: SC/M9/DP3](#)) based on recommendations developed by the 'System Reference Group' and supported by the then-called CGIAR System Management Board (SMB 15, 28 October 2019, Decision Ref: SMB/M15/DP2).

6. The Parties now wish, through this Agreement, to confirm and clarify the objectives and core components of their enhanced collaboration (referred to here as “**Integrated Partnership**”).

## **I. Purpose of this Agreement**

The purpose of this Agreement is to set forth the objectives and core components of the Parties’ Integrated Partnership in a way that furthers the Parties’ own mandates, and that is consistent with the Parties’ respective Governing Instruments and Host Country Agreements.

## **II. Objectives of the Integrated Partnership**

1. The Integrated Partnership is built on the organizations that are Parties to this Agreement, their Governing Instruments, and their Host Country Agreements, noting that the Centers are the essential building blocks of the Integrated Partnership.
2. Through their Integrated Partnership, the Parties aim to contribute to the global efforts of a just and sustainable food, land and water systems transformation by strengthening delivery of research and innovation, achieve greater impact, and operating more efficiently and effectively as a cohesive and integrated whole in order to tackle the complex and interconnected challenges to food, land, and water systems in the 21st century, and their inter-relationships with climate change mitigation and adaptation.
3. The Parties’ aim is to develop their collaboration so that it is more than the sum of its parts and, through shared ways of working and the deployment of inter-Party teams working together across institutional boundaries and action areas, delivers greater impact and more effective partnerships, with sustainable and growing investment.
4. Through their Integrated Partnership, the Parties also aim to better support staff, attract talent, and build a culture of cooperation and trust.

## **III. Definitions**

Capitalized terms not defined in the body of this Agreement have the meanings given to them in **Annex 1**, as amended from time to time.

**IV. Nature of the Integrated Partnership; legal status of the Parties; and respect for Parties' Governing Instruments, Host Country Agreements, and applicable laws**

1. The Parties' Integrated Partnership is not a merger and does not constitute a legal entity, association, joint venture, agency relationship, or partnership in law between the Parties. Neither Party shall have the legal authority to act on behalf of, or otherwise bind, another Party without the express authorization of such other Party.
2. Each Party is an independent legal entity in its own right, with its own governance organ, Governing Instruments and Host Country Agreements.
3. All core components of the Integrated Partnership as described in this Agreement must be implemented in a way that is consistent with the Parties' respective Governing Instruments, Host Country Agreements, and applicable laws.
4. Center Directors General and the Executive Director of the System Organization are the chief executive officers of their respective entities and represent each of them in accordance with their respective Governing Instruments and Host Country Agreements as relevant.
5. Center boards and the System Board are responsible for overseeing the performance of the Director General or Executive Director, as the case may be, of each of their respective entities, and Center boards and the System Board owe full legal and fiduciary duties towards each of their respective entities.
6. This Agreement doesn't modify the labor relations of the Parties with their workforce. Unless otherwise expressly agreed between the employer and the employee, the employee of a Party shall not become the employee of another Party solely by virtue of the implementation of this Agreement. Each Party is solely responsible for paying their salaries, benefits, and premiums, as well as the duties for their registration with the corresponding labor institutions if any.

**V. Core components of the Integrated Partnership**

The core components of the Integrated Partnership, which are all interconnected, are set forth below.

- 1. A compelling and united vision and mission underpinned by a common CGIAR research and innovation strategy**

- 1.1 The Parties agree to implement the CGIAR Strategy and Results Framework<sup>4</sup>, as amended from time to time in consultation with the Parties. Such CGIAR Strategy and Results Framework may not be amended in such a way that would prevent a Party from fulfilling its mandate.
- 1.2 The Centers agree to align their research and innovation work with the common CGIAR research and innovation strategy approved by the System Board and System Council<sup>5</sup>, as amended from time to time.
- 1.3 This does not preclude a Center from having its own board-approved research and innovation strategy, developed, implemented and stewarded by its Director General.

## **2. Operational Integration**

### **2.1 General**

- 2.1.1 The Parties recognize that the delivery of CGIAR's mission as set out in CGIAR's research and innovation strategy and of each Party's mandate will be greatly improved by the Parties' adopting an integrated approach to how they operate.
- 2.1.2 The Parties recognize that integrating their operations is critical to enhancing collaboration at all levels, achieving critical mass, reducing institutional boundaries, reducing duplication and unproductive funding competition, driving greater value for money, achieving economies of scale, and implementing an integrative approach to research and partnership.
- 2.1.3 The Parties agree to a phased approach to the operational integration process with a view to maintaining business continuity, reducing the risk of disruption, growing and building on existing Center-based funding and partner relationships; while enabling the Parties to capture the benefits of greater collaboration, coordination, and sharing of resources.

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<sup>4</sup> On the effective date of this Agreement, the CGIAR Strategy and Results Framework consists of: 1) the [CGIAR 2030 Research and Innovation Strategy](#), and 2) the [CGIAR Performance and Results Management Framework 2022-2030](#).

<sup>5</sup> On the effective date of this Agreement, the common CGIAR research strategy is the [CGIAR 2030 Research and Innovation Strategy](#).

## 2.2 Integrated Matrix Structure

- 2.2.1 In order to enable deeper collaboration among them, the Parties agree to operate in an Integrated Matrix Structure which will be refined and improved as appropriate by CGIAR's Senior Leadership Team, which includes the Directors General of the Centers and the Executive Director of the System Organization.
- 2.2.2 As part of this structure, the Parties' Personnel will contribute to both (a) Center(s) and/or the System Organization, as well as (a) Group(s).
- 2.2.3 The Integrated Matrix Structure is an operational tool intended to help the Parties deliver on the CGIAR research and innovation strategy and on their individual mandates and strategies. It does not create a parallel structure separate from, or on top of, those of the Parties.
- 2.2.4 The Parties' Personnel will continue to be employed or contracted by one of the Parties, it being expressly understood that the existing employment contracts remain in full force and effect and under the management of the Director General of the relevant Center or the Executive Director of the System Organization.
- 2.2.5 The Parties agree that their Personnel can only be assigned with agreement of the relevant Director General or Executive Director to perform work led by the Groups in accordance with this Agreement.
- 2.2.6 The Parties agree that CGIAR's Chief Executive<sup>6</sup> is responsible for providing coordinated leadership to the Groups in the Integrated Matrix Structure and is accountable to the System Board for ensuring that the Groups are appropriately managed. Center Directors General and the System Organization Executive Director continue to be responsible for providing leadership to their respective entities in the Integrated Matrix Structure and to be accountable to their respective entities' boards.
- 2.2.7 The Parties, in alignment with their Governing Instruments, and pursuant to the CGIAR Internal Rules Framework, agree to develop internal rules to enable CGIAR's Chief Executive to provide leadership to the Groups.
- 2.2.8 Such internal rules will not undermine the responsibilities of each Party's Director General or Executive Director, as relevant, including (but not limited to) its responsibility to: i) act as the chief executive officer of, and represent,

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<sup>6</sup> Note that "CGIAR's Chief Executive" is not a title but a defined term in Annex 1.

the relevant entity in accordance with its Governing Instruments (as indicated in Section IV.4); ii) safeguard and nurture the entity's relationship with its headquarter host country; iii) appoint, manage and safeguard the entity's staff; iv) plan and manage the entity's financial and physical resources; v) provide leadership of Center-delivered research; and vi) originate, deploy, and manage projects funded through Window 3 of the CGIAR Trust Fund or bilateral sources, as applicable.

## **2.3 Common rules, practices, and systems**

- 2.3.1 The Parties recognize that operating according to common internal rules and practices, and implementing common internal business systems are critical for the Parties to: i) increase the impact of their work, ii) operate as an integrated whole, iii) deliver global and local services, iv) develop a common culture that celebrates our diversity, v) build synergies and efficiencies, vi) improve service quality and vii) enhance assurance quality, risk management and an accountability culture at a global and country level.
- 2.3.2 The Parties agree to develop a 'CGIAR Internal Rules Framework', which will be subject to the approval of each Party, that will set out the Parties' collective approach regarding the development, adoption, applicability and enforcement of common internal rules. The process for the development of such common internal rules will be transparent, inclusive, consultative, and collaborative, involving relevant stakeholders. All common internal rules will be approved, applied and interpreted in a way that is consistent with the Parties' Governing Instruments, Host Country Agreements and applicable law.
- 2.3.3 The Parties will work collaboratively to determine the areas where common internal rules are needed.
- 2.3.4 The Parties also agree to collaboratively develop and implement global and local business services and systems which provide an improved level of support to the Parties.

## **2.4 Sharing of data, information, and records**

- 2.4.1 The Parties recognize that operationalizing the Integrated Matrix Structure requires the sharing of appropriate data, information, and records between the Parties in a legally compliant, systematic and fluid manner under relevant internal rules.
- 2.4.2 The Parties agree to sharing such data, information, and records, subject to applicable common internal rules, each Party's own internal rules as applicable, and applicable law on data protection.



## **2.5 Center genebanks**

- 2.5.1 The Parties recognize the importance of the ex-situ collections of plant genetic resources for food and agriculture that a number of the Centers hold in trust, and of the agreements entered into by such Centers with the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture.
- 2.5.2 Such collections will remain under the authority of the Centers holding them in trust, which are committed to continuing to fulfil their responsibilities under their agreements with the Governing Body.

## **2.6 No transfer of assets**

Nothing in this Agreement will be deemed to result in a transfer of assets or intellectual property rights from a Party to another.

## **3. Engagement with partners at the country, regional and global levels**

- 3.1 The Parties agree to engage with country, regional, and global stakeholders and partners following agreed strategies and frameworks<sup>7</sup> and in accordance with internal policies as applicable.
- 3.2 The Parties agree to coordinate their substantial country presence, capabilities and expertise through a country coordination function that is tasked with i) providing coordinated points of entry for engagement with national stakeholders, ii) supporting engagement with national stakeholders, and iii) strengthening CGIAR's response to country demand.
- 3.3 The Parties agree that, in each country where a Party is headquartered, the country coordination function will be coordinated by such Party in accordance with such Party's headquarter agreement.
- 3.4 The Parties commit to listening and responding to the needs of country, regional, global research, and funding partners, and to deepening engagement with those partners through joint agenda setting and agreed action plans regarding, research, development and innovation efforts, as well as capacity-sharing and capacity-strengthening.

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<sup>7</sup> On the effective date of this Agreement, the agreed engagement framework consists of the [Engagement Framework for Partnerships and Advocacy](#).

3.5 Centers play a critical role in the relationship between CGIAR and country, regional, and global partners on the ground, leveraging their long-term context-specific knowledge of, and historic relationships with, country, regional and global partners, as well as their legal recognition by governments.

#### **4. Research delivery and funding**

##### **4.1 Portfolio of CGIAR projects funded by Pooled Funding**

4.1.1 The Parties agree that increasing Pooled Funding is a strategic objective that is critical to fulfilling their mission and to fulfilling the mission of the CGIAR System as a whole.

4.1.2 A portfolio of CGIAR projects<sup>8</sup> supported by Pooled Funding will be implemented to deliver on the priorities set out in the common CGIAR research and innovation strategy.

4.1.3 The design, launch, and delivery of each such CGIAR project, once approved for funding, will be led by the relevant Group, which will be accountable for its delivery, and implemented by the Parties and their respective deployable capabilities and response capacity, in collaboration with other Parties and Groups as relevant.

##### **4.2 Projects funded by bilateral and Window 3 funding**

4.2.1 The Parties will continue to originate, administer, and deliver projects funded through Window 3 of the CGIAR Trust Fund as applicable and bilateral sources, which remain essential for CGIAR's funding mix.

4.2.2 CGIAR's Senior Leadership Team will develop appropriate mechanisms to ensure that all projects funded through Window 3 of the CGIAR Trust Fund and bilateral sources – regardless of Center or funder – are aligned with the common CGIAR research and innovation strategy and any Center-specific research and innovation strategy, and that they undergo a common quality assurance process.

#### **5. Unified Governance**

5.1 Through Common Board Membership, the Parties agree to implement a unified governance approach with the overall purpose of i) providing a more cohesive and unified strategic direction to the Parties, and ii) promoting better alignment,

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<sup>8</sup> On the effective date of this Agreement, such CGIAR projects are called "CGIAR Initiatives".

understanding and cohesion of decision-making across all Center boards and the System Board in furtherance of implementation of the CGIAR research and innovation strategy.

5.2 The Parties agree that an independent review of the unified governance arrangements will be carried out in 2023 to determine whether they achieve the intended purpose or whether adjustments need to be made. The Parties, through their board chairpersons, will participate in the selection of the external reviewer and in the drafting of the terms of reference of the review. The Parties, through their board chairpersons, will collectively discuss the outcome of the review and consider whether amendments to this Agreement are appropriate.

## **VI. Other**

### **1. Operationalizing this Agreement**

This Agreement will be operationalized through the development and adoption of CGIAR internal rules (in accordance with the CGIAR Internal Rules Framework) as well as other legal instruments, such as Service Level Agreements.

### **2. Good faith implementation**

The Parties agree to implement this Agreement in good faith.

### **3. Effective date and term**

This Agreement is effective on 1 January 2023 and will remain in force so long as it has not been terminated as per Section VI.6 below.

### **4. New signatories**

4.1 Additional entities may become signatories to this Agreement, provided that i) they are admitted and recognized as a CGIAR Research Center as defined in the CGIAR System Framework, as amended from time to time, ii) they have the same Common Board Membership as the Parties.

4.2 Such a new signatory will have a transition period of 1 year, or however long a three fourth majority of the current signatories agree, to become fully compliant with the remaining terms of this Agreement.

### **5. Amendments**

5.1 A review of this Agreement may be requested by half of the Parties.

5.2 Amendments to this Agreement shall be effective vis a vis all Parties if agreed in writing by at least three fourths of the Parties. The foregoing applies with the following exceptions:

5.2.1 any amendments to Section I on 'Purpose of this Agreement' and Section II on 'Objectives of the Integrated Partnership' shall be effective vis a vis all Parties if agreed in writing by all the Parties; and

5.2.2 any amendments to the defined terms in the CGIAR System Framework or the CGIAR Trustee Agreement (which terms are reproduced for convenience in Annex 1) will be automatically incorporated into Annex 1 as and when such amendments become effective under the amendment terms of those documents.

5.3 For the avoidance of doubt, this Agreement may not be amended in any way that would cause one or several of the Parties to be in breach of their Governing Instruments, Host Country Agreements or applicable laws.

## **6. Termination**

6.1 The Parties may terminate this Agreement if mutually agreed by three fourths of the Parties in writing. In such case, the Parties will agree on the time-period required to wind down relationships, as relevant, in an orderly manner.

6.2 A Party may terminate its individual participation in this Agreement by giving at least one year's written notice to that effect to the Chair of the System Board. The System Organization will promptly inform all other Parties.

6.3 Should a Center no longer be admitted and recognized as a CGIAR Research Center as defined in the CGIAR System Framework, as amended from time to time, its individual participation in this Agreement shall terminate automatically.

## **7. Successors and assigns**

Parties and their respective successors and assigns will implement this Agreement in good faith; provided that no Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of three fourths of the other Parties.

## **8. Governing law**

This Agreement is governed by UNIDROIT Principles of International Contracts 2016, to the exclusion of any single national system of laws.

## 9. Settlement of disputes

Unless and until replaced by a common internal rule on the resolution of disputes between the Parties, the Parties agree to make every effort to settle amicably any dispute that may arise between them in connection with this Agreement. If the dispute cannot be resolved at the management level, it will be escalated to the board level. If the Parties involved in the dispute do not reach an agreement within a period of 60 days, either may request that a qualified third-party mediator be appointed. The identity of the mediator shall be agreed upon by all Parties involved in the dispute. If resolution is not reached through mediation within 60 days after service of a written demand for mediation, any unresolved dispute arising out of or in connection with this Agreement shall be finally settled under the UNCITRAL Arbitration Rules by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be London, United Kingdom and the language of arbitration shall be English. All arbitration rulings under this provision shall be final.

## 10. Counterparts

This Agreement may be signed in one or more counterparts, each of which will be deemed an original but all of which will be considered one and the same agreement. Copies of signed counterparts transmitted by facsimile or other electronic transmission service will be considered original signed counterparts for purposes of this Agreement.

### ACKNOWLEDGED AND AGREED:

#### The Africa Rice Center (AfricaRice)

KANAYO FELIX NWANZE  
KANAYO FELIX NWANZE (Dec 21, 2022 21:12 GMT+1)

Name: Kanayo F. Nwanze

Title: Board Chair

Date: Dec 21, 2022

#### Bioversity International

Julia Marton-Lefevre

Name: Julia Marton-Lefevre

Title: Board Chair

Date: Dec 22, 2022

**International Center for Agricultural Research in the Dry Areas (ICARDA)**



Name: Michel Afram

Title: Board Chair

Date: Dec 27, 2022

**International Center for Tropical Agriculture (CIAT)**



Name: Julia Marton-Lefevre

Title: Board Chair

Date: Dec 22, 2022

**International Food Policy Research Institute (IFPRI)**



Shenggen Fan (Dec 28, 2022 08:26 GMT+8)

Name: Shenggen Fan

Title: Board Chair

Date: Dec 28, 2022

**International Institute of Tropical Agriculture (IITA)**



Christian Borgemeister (Jan 10, 2023 12:12 GMT+1)

Name: Christian Borgemeister

Title: Board Chair

Date: Jan 10, 2023

**International Livestock Research Institute (ILRI)**




Name: Elsa Murano

Title: Board Chair

Date: Jan 18, 2023

**International Maize and Wheat Improvement Center (CIMMYT)**



Name: Margaret Bath

Title: Board Chair

Date: Feb 21, 2023

### International Potato Center (CIP)



Helen Hambly (Dec 21, 2022 18:34 EST)

Name: Helen Hambly Odame

Title: Board Chair

Date: Dec 21, 2022

### International Rice Research Institute (IRRI)



Cao Duc Phat (Jan 27, 2023 23:23 GMT+9)

Name: Cao Đức Phát

Title: Board Chair

Date: Jan 27, 2023

### International Water Management Institute (IWMI)



Roberto Lenton (Dec 31, 2022 09:51 GMT+1)

Name: Roberto Lenton

Title: Board Chair

Date: Dec 31, 2022

### WorldFish



Name: Yusuf Abubakar

Title: Board Chair

Date: Dec 23, 2022

### The CGIAR System Organization



marco ferroni (Dec 21, 2022 19:01 CST)

Name: Marco Ferroni

Title: Board Chair

Date: Dec 21, 2022

As amended from time to time

**Annex 1: Definitions**

**Note:** The defined terms that are followed by \* are defined in the CGIAR System Framework, as amended from time to time.

The defined term that is followed by \*\* is defined in the CGIAR Trustee Agreement<sup>9</sup>, as amended from time to time.

Any amendment to such definitions in the CGIAR System Framework or the CGIAR Trustee Agreement will be automatically incorporated into the table below without the need for further written agreement between the Parties.

To check for amendments to defined terms in the CGIAR System Framework, please refer to the CGIAR System Framework available [here](#).

<b>CGIAR Internal Rules Framework</b>	Means a document approved by the boards of all the Parties that will set out the Parties' collective approach regarding the development, adoption, applicability and enforcement of common internal rules.
<b>CGIAR Strategy and Results Framework*</b>	Means a document or set of documents, setting forth the common goals, strategic objectives and results to be achieved by the CGIAR System. The document(s) may be revised and updated from time to time.
<b>CGIAR System*</b>	means, when taken together as a collective whole, a reference to the Centers, the Funders, the System Council, the CGIAR System Organization, and the advisory bodies as set forth in Article 2 [of the CGIAR System Framework], and CGIAR Research.
<b>CGIAR System Charter*</b>	means the legal instrument governing the CGIAR System Organization.
<b>CGIAR System Framework*</b>	is the framework document entitled "CGIAR System Framework" that sets forth the structure of the CGIAR System, dated 17 June 2016, as may be amended from time to time in accordance with its terms.
<b>CGIAR System Organization*</b>	means the international organization governed by the CGIAR System Charter, with its organs being the System [Management] Board <sup>10</sup> and System Management Office.

<sup>9</sup> The CGIAR Trustee Agreement is the agreement between the World Bank, as trustee, and the CGIAR System Organization that sets out the terms and conditions for the administration of the CGIAR Trust Fund.

<sup>10</sup> On the Effective date of this Agreement, "System Management Board" means "System Board". "System Management Board" is the name used here as, on the Effective Date of this Agreement, the CGIAR System Framework has not yet been amended to reflect that the body is entitled "System Board".



<b>CGIAR's Senior Leadership Team</b>	means a group of senior leaders that spans both axes of CGIAR's Integrated Matrix Structure: the Centers and System Organization, as well as the Groups. It includes the Center Directors General and the System Organization's Executive Director, as well as CGIAR's Chief Executive and Group leaders. It is a key body that enables informed and coherent institutional decision-making across CGIAR. <sup>11</sup>
<b>CGIAR's Chief Executive</b>	means a person (or group of people) who sit(s) at the highest level of the Groups and who lead(s) the Integrated Partnership, or their delegate as relevant. On the effective date of this Agreement, CGIAR's Chief Executive is CGIAR's Executive Managing Director and head of CGIAR's Executive Management Team.
<b>Common Board Membership</b>	means that the Parties' boards include a number of common voting members.
<b>Funders*</b>	means those entities that contribute funding to Centers in support of the CGIAR Strategy and Results Framework and to the activities of the CGIAR System Organization, either through the CGIAR Trust Fund or through bilateral contributions.
<b>Governing Instruments</b>	means the legal instruments governing the operations of a Center or the System Organization (such as, but not limited to, a Constitution, Charter, Bylaws, etc.).
<b>Groups</b>	means the components of CGIAR's Integrated Matrix Structure that work across Centers and the System Organization, driving deeper integration and teamwork as well as common ways of working. On the effective date of this Agreement, CGIAR has ten Global Groups, seven Regional Groups, and various global other teams.
<b>Host Country Agreement</b>	means a headquarters agreement or Host Country Agreement between a Party and the government of a country.
<b>Integrated Matrix Structure</b>	means an organizational structure which combines Center or System Organization reporting lines, i.e., under the authority of the

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<sup>11</sup> On the effective date of this Agreement, the members of CGIAR's Senior Leadership Team are listed here: <https://www.cgiar.org/senior-leadership/>

	respective Center Directors General or System Organization Executive Director with Group reporting lines, i.e., under the authority of CGIAR’s Chief Executive .
<b>Integrated Partnership</b>	Means the Parties’ enhanced collaboration as described under this Agreement.
<b>Personnel</b>	Means a person possessing a legal relationship for personal services with a Center or the System Organization.
<b>Pooled Funding</b>	Means funds that are allocated by the System Council or other funding modality approved by the System Council.
<b>Service Level Agreement</b>	Means a binding document between a service provider and a customer group (with the understanding that services can be delivered and received from, and across, the operational matrix structure and not necessarily from a single functional area or entity), describing, inter alia, the scope of the services to be provided, relying on current capacity and maturity levels, the metrics by which the effectiveness of the services is assessed, any relevant remedies should the agreed service levels not be achieved, and cost distribution and sharing.
<b>System Council*</b>	Means the strategic decision-making body described in Articles 3-8 that keeps under review the strategy, mission, impact and continued relevance of the CGIAR System.
<b>System Board*</b>	Is defined under the term “System Management Board” in the CGIAR System Framework as the governing body of the System Organization described in Articles 7-9 of the CGIAR System Charter.
<b>Window 3 of the CGIAR Trust Fund**</b>	Means a window [of the CGIAR Trust Fund] for [Funder] contributions for Center-specific funding.

**INSTRUMENT FORMALIZING ICRISAT AS A NEW SIGNATORY  
TO THE CGIAR INTEGRATION FRAMEWORK AGREEMENT**

This Instrument, dated as of 10 October 2023, is executed by the **International Crops Research Institute for the Semi-Arid Tropics ("ICRISAT")**.

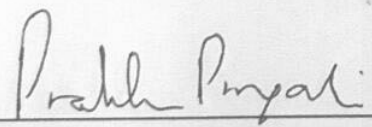
**WHEREAS:**

- A. The CGIAR Integration Framework Agreement ("IFA") was signed by the entities named therein and took effect on 1 January 2023;
- B. Additional entities may become signatories to the IFA, subject to the conditions set forth in Section VI, paragraph 4 thereof;
- C. The ICRISAT Governing Board, at its 106<sup>th</sup> meeting held on 27 April 2023, declared its intention to join the One CGIAR and authorized ICRISAT's Governing Board Chair and Director General "to take the necessary steps to move the process forward, including the signing of the CGIAR Integration Framework Agreement (IFA)"; and
- D. ICRISAT hereby represents that it satisfies the conditions set forth in Section VI, paragraph 4 of the IFA, in that:
  - a. under the CGIAR System Framework, ICRISAT is recognized as a CGIAR Research Center; and
  - b. as of 10 October 2023, pursuant to a resolution of the ICRISAT Governing Board, ICRISAT has the same Common Board Membership as the parties to the IFA.


**NOW, THEREFORE**, with effect from the date of this Instrument, ICRISAT shall become a party to, and be bound by the terms and conditions of, the IFA.

**IN WITNESS WHEREOF**, this Instrument is signed by the below-named authorized signatory of ICRISAT, effective on the date first set forth above.

**International Crops Research Institute  
for the Semi-Arid Tropics (ICRISAT)**

By:   
**Professor Prabhu Pingali**  
Chair, ICRISAT Governing Board

**Signed in the presence of:**

  
**Professor Lindiwe Majele Sibanda**  
Chair, CGIAR System Board