

Standard Provisions¹

¹ As per the Template Standard Provisions approved by the System Council with effect from 17 February (Decision [SC/M3/EDP4](#)) and as adjusted for the Financial Framework Agreement.

STANDARD PROVISIONS

The following Standard Provisions set out the terms governing the use and administration of the portions of the Contributions transferred from the Trust Fund to support the activities of the System Organization and for CGIAR Research.²

1. **RESPONSIBILITIES OVER THE WINDOW 1, 2 AND 3 FUNDS**

1.1. **Window 1 and Window 2 Funds.**

1.1.1. The System Organization may, from time to time, initiate disbursements of funds from Window 1 and Window 2 of the Trust Fund to the Lead Center for an approved CRP or Platform. The Lead Centers receiving such Window 1 and Window 2 Funds will make further disbursements of such funds to Program Participants for such CRP or Platform. Program Participants receiving such funds may also make further disbursements.

1.1.2. Lead Centers are responsible to the System Organization for the use of the Window 1 and Window 2 Funds they receive and will therefore:

- a. ensure that the Window 1 and Window 2 Funds are used exclusively for their intended purposes;
- b. ensure that the Window 1 and Window 2 Funds are administered, used and expended in accordance with the CGIAR System Charter, the CGIAR System Framework and this Agreements, including by taking corrective action with respect to Window 1 and Window 2 Funds not used in accordance with this Agreement or applicable Subagreement;
- c. monitor, evaluate, and provide quality assurance and financial and performance reporting for activities funded by Window 1 and Window 2 Funds in accordance with these Standard Provisions.

1.1.3. Participating Centers receiving Window 1 and Window 2 Funds from a Lead Center have the same responsibilities as set out above in paragraph 1.1.2 towards the Lead Center with respect to such funds.

1.2. **Window 3 Funds.**

1.2.1. Window 3 Funds are directed by Funders to individual Centers. Funders may designate specific amounts to specific Centers for use by the Center; provided such funds are used to implement aspects of the SRF and provided further that such funds are used in accordance with CGIAR Policies. Designations of Window 3 Funds by Funders to Centers are not subject to review, allocation or approval by the System Organization or the Lead Center of any CRP or Platform in which the Center receiving such Window 3 Funds is participating.

² As noted in the CGIAR Glossary, for the purpose of these Standard Provisions only, the term “Center(s)” will also include any Lead Center that is not also a CGIAR Research Center.

- 1.2.2. Centers receiving Window 3 Funds³ are responsible for the use of such funds and will:
- a. ensure that Window 3 Funds are used exclusively for their intended purposes;
 - b. ensure that Window 3 Funds are administered, used and expended in accordance with the applicable Fund Use Agreements entered into by them, including by taking corrective action with respect to those funds not used in accordance with such documents;
 - c. monitor, evaluate as applicable, and provide quality assurance and financial and performance reporting for activities funded by Window 3 Funds in accordance these Standard Provisions.
 - d. should the Window 3 Funds be mapped to a CRP or Platform, continuously inform the Lead Center and the project management unit of such CRP or Platform of the receipt of any Window 3 funds and their use.
- 1.2.3. The System Organization will not have fiduciary or programmatic responsibility over, or responsibility to supervise or monitor, Window 3 Funds.
- 1.2.4. The System Organization may, however:
- a. upon request of a Funder providing Window 3 Funds and acting through the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Fund Use Agreements entered into by such Center; and
 - b. in consultation with the relevant Funder providing Window 3 Funds and the System Council, take corrective action vis-à-vis a Center in the event such Window 3 Funds are not used in accordance with the applicable Financial Framework Agreement entered into by such Center.
- 1.2.5. Nothing in the Funding Agreements or Arrangements is intended to preclude Funders and Centers from entering into Window 3 Side Agreements or Arrangements in regard to the terms governing the administration and use of Window 3 Funds. Funders may choose to make a contribution to a Center through Window 3 without entering into a Window 3 Side Agreement or Arrangement, provided that such contribution is made without any additional conditions attached to it. Any Window 3 Side Agreement or Arrangement will be consistent with these Standard Provisions and substantially in the form of Schedule 1 (Form of Window 3 Side Agreement / Arrangement) attached to these Standard Provisions, as may be amended through these Standard Provisions from time to time.

³ The Global Crop Diversity Trust does not receive Window 3 Funds.

2. **SUBAGREEMENTS**

- 2.1. **Due Diligence.** Each Center will conduct due diligence and review of the CGIAR System Partners to which it is disbursing funding from the Window 1, 2 and 3 Funds to the extent deemed necessary or appropriate by such Center.
- 2.2. **Cooperation.** Program Participants are required to cooperate with the applicable Lead Centers and the System Organization as relevant to ensure that each Lead Center and/or the System Organization, as the case may be, is able to fulfil its obligations under the relevant Fund Use Agreements. Lead Centers are required to cooperate with the System Organization with respect to the same.

3. **SYSTEM COSTS**

3.1. **Bilateral Funding.**

- 3.1.1. Subject to paragraph 3.1.3 below, the CSP will be collected by the System Organization in accordance with the CGIAR Policy on System Costs Financing, as amended from time to time.
- 3.1.2. It is acknowledged that the CGIAR Policy on System Costs Financing, which will be revised in 2017, is a policy that falls under the purview of the System Council in accordance with Section 6.1(k) of the CGIAR System Framework, and that any amendments to the CGIAR Policy on System Costs Financing will be based on a recommendation from the System Management Board.
- 3.1.3. Until and unless amended by any revised Policy on System Costs Financing, Centers shall pay the CSP to the System Organization on any Bilateral Funding received for the implementation of CGIAR Research (excluding Center-specific infrastructure-only projects and Legacy Projects) unless this requirement is exceptionally waived by the System Council. The System Organization shall transfer the corresponding funds to the Trust Fund. Unless otherwise agreed by the System Council, if a Center does not pay any CSP which is due, the amount of such CSP which is due may be offset, after the Center has been adequately consulted, against Window 1 Funds that are otherwise to be disbursed to such Center.
- 3.1.4. **Window 1, 2 and 3 Funds.** The Centers will not have any obligation to collect or otherwise pay the CSP on funds disbursed through Windows 1, 2 or 3. The Funders, the System Organization and the Centers understand that the Trustee of the CGIAR Fund shall collect the CSP before such funds are disbursed from the Trust Fund.

4. **ANTI-TERRORISM**

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, Centers will, and will require each Program Participant to ensure, consistent with its governing arrangements and policies, including those pertaining to combating financing for terrorists, that the Window 1, 2 and 3 Funds 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. Accordingly, Centers will not, and will require Program Participants to not, use such Window 1, 2 and 3 Funds for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to its 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 or directed to a person or entity, appearing on the Consolidated United Nations Security Council Sanctions List.

5. **LOBBYING**

Centers will, and will require Program Participant to, ensure that none of the Window 1, 2 and 3 Funds is earmarked for lobbying activity, defined as attempting to influence legislation (i) through affecting the opinion of the general public or any segment thereof (i.e. grassroots lobbying) or (ii) through communications with any member or employee of a legislative body, except in the case of both (i) and (ii) to the extent such activities arise inherently in relation to CGIAR Research comprising policy development.

6. **ELECTIONEERING**

Centers will, and will require Program Participants to, ensure that the Window 1, 2 and 3 Funds will not be used to influence the outcome of any specific public election or to directly or indirectly carry on any voter registration drive.

7. **FINANCIAL IRREGULARITIES**

7.1. **Prevention of Financial Irregularities.** Centers will, and will require Program Participants to, take all reasonable necessary measures to avoid, prevent, detect and manage Financial Irregularities and will therefore:

- 7.1.1. organize operations and internal control systems in a way that Financial Irregularities are prevented and detected;
- 7.1.2. cooperate fully to prevent, stop and handle Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research;
- 7.1.3. require that all staff involved in, and any consultants, suppliers and contractors financed with the Window 1, 2 and 3 Funds refrain from Financial Irregularities.

7.2. **Requirement to Inform in Respect of Financial Irregularities.**

- 7.2.1. Participating Centers will promptly inform the System Organization and the relevant Lead Center(s), and will require Program Participants to promptly inform them, if there is a credible concern of Financial Irregularities and of the corrective measures initiated.
- 7.2.2. Lead Centers will promptly inform the System Organization, and will require Program Participants to promptly inform them, if there is a credible concern of Financial Irregularities and of the corrective measures initiated.

- 7.2.3. The provisions of this paragraph [7.2.3] will apply unless and until replaced by the relevant section expected to be included in escalation procedures upon approval by the System Council.
- 7.3. **Cooperate with Investigations.** Centers will, and will require Program Participants to, cooperate fully in the investigations of Financial Irregularities with respect to the administration and use of the Window 1, 2 and 3 Funds and implementation of CGIAR Research, whether the investigation is led by the System Organization, the Lead Center or an individual Funder to the Trust Fund.
- 7.4. **Corrective Actions in Respect of Financial Irregularities.** Centers will, and will require Program Participants to, consider corrective actions towards any person and/or legal entity as appropriate where there is a credible concern of Financial Irregularities related to CGIAR Research.

8. **POLICIES**

- 8.1. **General.** Centers will, and will require Program Participants to, ensure that Window 1, 2 and 3 Funds are used in accordance with the applicable CGIAR Policies and the relevant entity's own policies and procedures as applicable. All CGIAR Policies applicable to the CGIAR Research will be available on the System Organization's web site.
- 8.2. **Use of Materials.**
- 8.2.1. The System Organization may, and in its agreement with Funders may allow Funders to, reproduce, adapt, translate, publish, disseminate and distribute for non-commercial purposes and free of charge all reports, evaluations, impact assessments and other such similar documents, provided or made available by Centers to the System Organization.
- 8.2.2. Where appropriate and applicable, the System Organization will, and in its agreement with Funders will require Funders to, recognize the source.
- 8.2.3. Centers will, and will require Program Participants to, ensure that necessary intellectual property rights are obtained to allow the rights referred to under this paragraph [8.2.3] to be granted. If third party copyright restrictions or attribution requirements apply to such documents, this will be indicated on the documents.
- 8.3. **Procurement.** In the event that consultants are employed or services or goods are procured with the Window 1, 2 and 3 Funds, Centers will, and will require Program Participants to, ensure that the employment and supervision of such consultants and the procurement of such services or goods will be the responsibility of each entity employing or contracting with such consultants or carrying out such procurement and will be conducted in conformity with the Financial Guidelines Series, No. 6, CGIAR Procurement of Goods, Works and Services Guidelines as updated from time to time, in line with the following basic principles: equal treatment and non-discrimination on grounds of nationality, competition, predictability, transparency, verifiability, proportionality.

8.4. Efficiency.

- 8.4.1. Centers will, and will require Program Participants to, ensure that Window 1, 2 and 3 Funds are used with due regard to economy and efficiency, and that the highest standards of integrity in the administration of the funds are upheld.
- 8.4.2. Centers will ensure that Window 1, 2 and 3 Funds are used in accordance with the Financial Guidelines No. 5, CGIAR Cost Allocation Guidelines as amended from time to time, which set forth that costs incurred will be reasonable, allocable and assignable, where the following meanings apply:
- a. “Reasonable”. Any cost charged to a project should be reasonable, meaning that it is necessary for the performance of a project and that a prudent person in similar circumstances will incur the same.
 - b. “Allocable”. Apart from the costs that are directly assigned, all projects should bear a fair share of costs of the organization’s services and institutional expenses. Such costs should be allocated to the projects using an appropriate allocation method.
 - c. “Assignable”. If a project directly benefits from an item of cost, such costs should be directly assigned to the project.
- 8.4.3. Centers will require Program Participants, with respect to the Window 1, 2 and 3 Funds received by them, to ensure that cost incurred will be reasonable, allocable and assignable.

9. ADDITIONAL RESTRICTIONS ON THE USE OF THE WINDOW 1, 2 AND 3 FUNDS

- 9.1. **Investment Income.** Centers will, and will require Program Participants to, ensure that Investment income generated by the portions of the Window 1, 2 and 3 Funds, including currency conversion gains, will be used for CGIAR Research or, if not needed for such purposes, returned to the Trustee for deposit into Window 1 to be made available for allocation by the System Council.
- 9.2. **Standards.**
- 9.2.1. Centers will, and will require Program Participants to, carry on operations in accordance with sound administrative, technical, financial, economic, environmental, social, ethical and safety standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers.
- 9.2.2. Centers will, and will require Program Participants to, carry out all regulated research activities under high standards (set with reference to internationally accepted practices) and in accordance with applicable laws and regulations.
- 9.3. **Drug Trafficking.** Each Center confirms, and will require Program Participants to confirm, that it does not believe that the Window 1, 2 and 3 Funds would be diverted in support of drug trafficking.

- 9.4. **No Taxation.** Centers will, and will require Program Participants to, use best efforts, to the extent allowed by applicable agreements, such as those signed with host governments, and other applicable laws, to ensure that the use of the Window 1, 2 and 3 Funds will be free from any taxation or fees imposed under local laws.
- 9.5. **Responsibility to Inform.** The Participating Centers will promptly inform the Lead Center and System Organization, and the Lead Center will promptly inform the System Organization, should substantial deviation from the CGIAR Research supported with Window 1, 2 and 3 Funds develop.
- 9.6. **No Discrimination against Persons with Disabilities.** Centers will not, and will require Program Participants, to agree not to discriminate against persons with disabilities in the implementation of activities financed by the Window 1, 2 and 3 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 the CGIAR Research, the System Organization, Centers and any Program Participants involved in an activity financed by the Window 1, 2 and 3 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.
- 9.7. **Environmental Safety.** Centers will, and will require Program Participants to, ensure (i) that the Window 1, 2 and 3 Funds are used with due regard to environmental sustainability and (ii) activities are carried out in accordance with local legislation, good international industry practices and the relevant entities' environmental processes and requirements, and in line with the CGIAR Strategy and Results Framework with respect to improve natural resources systems and ecosystems services objectives.
- 9.8. **Insurance.** Centers will, and will require Program Participants to maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the activities funded by Window 1, 2 and 3 Funds in accordance with generally accepted industry standards and as required by law.
10. **PROGRAMMATIC MONITORING AND EVALUATIONS**
- 10.1. **Monitoring.**
- 10.2. The System Organization will oversee the implementation of the activities being carried out under the CGIAR Portfolio in accordance with the CGIAR System Charter and the CGIAR System Framework.
- 10.2.1. Each Lead Center will oversee the implementation of the CRP(s) or Platform it is leading in accordance with its rules and procedures and the applicable CGIAR Policies.

10.2.2. Each Participating Center will monitor its own implementation of activities being carried out with funding from the Window 1, 2 and 3 Funds in accordance with the applicable CGIAR Policies and will collaborate with the Lead Center for each CRP and Platform in which it is participating to enable such Lead Center to fulfil its responsibilities under Paragraph [10.2.1].

10.3. **Evaluations.**

10.3.1. Centers will, and will require Program Participants to, carry out their responsibilities with respect to evaluations in accordance with their own rules and procedures and the applicable CGIAR Policies.

10.4. **General.**

10.4.1. As set out in the Agreement between the System Organization and each Funder providing funding to the Trust Fund, Funders will manage their monitoring and evaluation requirements with respect to the CGIAR Portfolio, collectively through the System Council, including relying on the CGIAR Policies, thereby endeavoring not to conduct duplicative evaluations, provided that Funders providing Window 3 Funds may require supplemental monitoring and evaluations with respect to Window 3 Funds, the costs of which, including the internal costs to the System Organization or Center, would be paid by the requesting Funder.

10.4.2. If an individual Funder wishes to request, on an exceptional basis, a review or evaluation of any activities financed with Window 1 and Window 2 Funds, such Funder will consult with a designated representative from the System Organization on the most appropriate scope and terms of reference of such review or evaluation. The designated representative will assist in arranging for such review or evaluation. The costs of any such review or evaluation, including the internal costs of the System Organization or Center with respect to such review or evaluation, will be paid by the requesting Funder.

10.4.3. Centers will, and will require Program Participants to, collaborate on any monitoring or evaluations conducted in connection with CGIAR Research activities funded with the Window 1, 2 and 3 Funds.

11. **REPORTING**

11.1. **Annual Audited Financial Statements.**

11.1.1. Centers will provide to the System Organization their audited financial statements, as provided by the respective independent auditors of each Center.

11.1.2. Such audited financial statements will be prepared in accordance with International Financial Reporting Standards or U.S. Generally Accepted Accounting Principles and in each case audited by an independent certified auditor of international standard in accordance with international audit standards. Such statements will be prepared as of 31 December of each year to be submitted within six (6) months of the end of each calendar year.

11.2. CRP and Platform Financial Reports.

11.2.1. Lead Centers will provide to the System Organization, and Participating Centers will provide to the Lead Centers, financial progress reports with respect to the CRPs and Platforms, prepared in a form and substance and frequency as may be determined by the System Council from time to time.

11.3. System-Level Programmatic Reports

11.3.1. Activity, Output, Outcome and Impact Reporting.

- a. Each Participating Center will provide to each Lead Center a programmatic report on the CRP or Platform in which it is participating; and each Lead Center will provide to the System Organization a consolidated programmatic report on the CRP(s) or Platform it is leading.
- b. The programmatic reports will be provided on an annual basis and, unless decided otherwise by the System Council, will include:
 - (i) An evidence-based assessment of progress on or toward the achievement of expected outputs and outcomes and, if possible, a description of the likelihood of the impact being achieved, which includes evidence of performance using actual data on output and outcome level performance indicators in comparison to baseline where available, and targets, with such data available through web links provided by the System Organization;
 - (ii) An assessment of challenges in implementing activities under the relevant CRP or Platform;
 - (iii) An assessment of implementation and achievements of the System Organization's Gender strategy with respect to the relevant CRP or Platform; and
 - (iv) Total spending on the CGIAR Portfolio from all funding sources.
- c. Until such time that the System Council approves an integrated framework for a performance management system for CGIAR Research which will include requirements for reporting on the system level outcomes relating to environment, Centers will, and will require Program Participants to, provide reports that highlight progress and challenges on environmental issues that affect significantly and/or arise from the implementation of the activities under the CGIAR Portfolio, which reports are already required to be prepared by the Centers and Program Participants pursuant to their policies, procedures or some other regulation.

11.3.2. Final Report.

- a. Within six (6) months of the completion of a CRP or Platform, each Participating Center will provide to the relevant Lead Center(s) a final narrative report on the CRP or Platform in

which it is participating; and each Lead Center will provide to the System Organization a consolidated programmatic final report on the CRP(s) or Platforms it is leading.

- b. The Final Reports will include the information requested in paragraph [11.3.1] of these Standard Provisions over the course of the relevant CRP or Platform and a summary of considerations identified in above paragraph [11.3.1.b.] and how the relevant CRP or Platform is ensuring the sustainability of results achieved.

11.3.3. Responsibilities with respect to Programmatic Reporting. Participating Centers will provide to the Lead Center such information as is necessary to allow the Lead Center to comply with its reporting obligations under this paragraph [11].

11.4. **Annual Report on all CGIAR Research.**

Each Center will provide the System Organization an annual report on its CGIAR Research activities conducted outside of the CRPs and Platforms.

11.5. **General.**

11.5.1. Maintain Books and Records.

- a. Centers will maintain books, records, documents and other evidence in accordance with International Financial Reporting Standards or United States Generally Accepted Accounting Principles as applicable, and (ii) will require any other Program Participants to maintain books, records, documents and other evidence in accordance with applicable accounting policies.
- b. Centers will , and will require Program Participants to: (i) retain all relevant records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures related to the CGIAR Research activities financed by the Window 1, 2 and 3 Funds for at least 7 years after the date on which the concerned entity provided a final report on such funds for the relevant activities, and (ii) permit designated representatives of the System Council and the System Organization reasonable access during business hours to examine such records.

11.5.2. Information. Each Participating Center will provide to the relevant Lead Center and System Organization, upon reasonable request, all information reasonably available to it relevant to the implementation and progress of the CGIAR Research funded by the Window 1, 2 and 3 Funds and the Lead Centers will provide such information to the System Organization upon reasonable request.

11.5.3. Inspection. Centers will, and will require any Program Participant to, permit the relevant Lead Center, the System Organization or Funders or their designee, as the case may be, to carry out inspection at any time during the period in which CGIAR Research funded by the Window 1, 2 and 3 Funds is being implemented. Any such inspection will be performed during the relevant organization's normal business hours and will not unreasonably interfere with business

operations. Any costs incurred by the Centers with respect to an inspection requested by a Funder (i.e., unilaterally and not through the System Council), will be paid by the requesting Funder.

11.5.4. Statement of Assurance. Upon request by the System Organization, Centers will provide the System Organization a copy of letters of representation (to be substantially in a form acceptable to the System Council), providing assurance on adequate internal control systems.

11.5.5. Change in Reporting Requirements. Unless decided otherwise by the System Council and/or System Management Board as the case may be, any change in the form or substance or periodicity of a programmatic or financial report will become effective only in the following calendar year.

11.6. **Additional Audits / Financial Reviews / Programmatic Reporting.**

11.6.1. As set out in the Funding Agreements between the System Organization and each Funder providing funding to the Trust Fund, Funders will manage their audits, financial reviews and programmatic reporting with respect to the Window 1, 2 and 3 Funds collectively through the System Council, including relying on the CGIAR Policies, thereby endeavoring not to require duplicative reporting, provided that Funders may require supplemental audits, financial reviews and programmatic reporting with respect to Window 3 Funds pursuant to their Window 3 Side Agreements, the costs of which would be paid by the requesting Funder.

11.6.2. As set out in the Funding Agreements between the System Organization and each Funder providing funding to the Trust Fund,] if a Funder wishes to request, on an exceptional basis, that the System Organization, a Center or a Program Participant have an external audit or provide additional financial reviews or programmatic reports with respect to Window 1 and Window 2 Funds, and the requesting Funder has a statutory, regulatory or policy environment requiring such Funder's ability to make such a request unilaterally, such Funder will decide with the System Organization and the relevant Lead Center and Program Participant on the most appropriate scope and terms of such audit, review or reporting. The costs of which, including the internal costs of the System Organization and any Center with respect to such additional audits, reviews or reporting, will be paid by the requesting Funder.

11.6.3. Centers and will, and require Program Participants to, collaborate on any audits, financial reviews or programmatic reporting conducted in connection with CGIAR Research activities.

12. **LIMITATION OF LIABILITIES**

In providing funds under the Contribution Agreements or Arrangements or Funding Agreements or Arrangements, the Funders do not accept nor does the System Organization accept any responsibility or liability towards any third parties including any claims, debts, demands, damage or loss as a result of the implementation of activities with funds from the Trust Fund.

12.1. **No Additional Obligations.**

12.1.1. Neither will an individual Funder nor the System Organization be obligated to reimburse a Center or any other recipient of the Window 1, 2 and 3 Funds for costs incurred in excess of the total amount provided to Centers under the relevant Decision Letters.

12.1.2. Centers are only required to incur costs for and carry out research activities for the amount of funds actually received by them under the applicable Fund Use Agreements or Subagreements entered into by them. For the avoidance of doubt, in the event funding is suspended under an applicable Fund Use Agreement or Subagreement or an applicable Fund Use Agreement or Subagreement is terminated, Centers are required to carry out all of the activities for which funding has been provided under the applicable Fund Use Agreement or Subagreement or to refund funds to the Trust Fund in accordance with paragraph [16] of these Standard Provisions.

13. **CONFLICT OF INTEREST**

13.1. **Avoiding Conflicts of Interest.** Centers will, and will require any Program Participant to, take all necessary precautions to avoid or manage any Conflicts of Interest in all matters related to the Window 1, 2 and 3 Funds.

13.2. **Resolving Conflicts of Interest.** If a Conflict of Interest occurs, Centers will take, and will require Program Participants to take, without delay, all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

14. **ACKNOWLEDGEMENT OF FUNDERS**

All communications products on CGIAR Research funded by the Window 1, 2 and 3 Funds, whether online or in hard copy form (e.g., publications, press releases, newsletters, website stories, blogs, posters, etc.), must acknowledge support received from Funders in accordance with the CGIAR Branding Guidelines as updated from time to time.

15. **SUSPENDING WINDOW 1 AND WINDOW 2 FUNDS**

15.1. The System Organization may, at any time, suspend transfers of funding from Window 1 and Window 2 allocated to a specific Lead Center or instruct a Lead Center to suspend transfers of Window 1 and 2 Funds allocated to a Participating Center, wholly or in part, if the System Organization has a credible concern that the Window 1, 2 and 3 Funds are not used in accordance with the applicable Fund Use Agreements.

15.2. Before such action is taken, the System Organization will consult with the System Council as well as the relevant Lead Center and the relevant Center, if applicable, and the System Organization and such Lead Center and Center, if applicable, will endeavor to identify ways and means to manage the suspension and mitigate impact on implementation of CGIAR Research until such time that the suspension may be lifted.

Standard Provisions applicable under the FFAs between the CGIAR System Organization and Centers

- 15.3. A Lead Center may, on its own without instructions from the System Organization, suspend transfers of Window 1 and Window 2 Funds to a specific Participating Center, wholly or in part, if there is a credible concern the Window 1, 2 and 3 Funds are not used in accordance with the applicable Fund Use Agreements or Subagreements entered into by such Participating Center.
- 15.4. Before such action is taken, the Lead Center will consult with the System Organization and the relevant Participating Center and the parties will endeavor to identify ways and means to manage the suspension and mitigate impact on implementation of CGIAR Research until such time that the suspension may be lifted.

16. **UNEXPENDED OR UNCOMMITTED FUNDING**

- 16.1. Centers will, and will require Program Participants to, promptly return any portion of the Window 1 and Window 2 Funds that is unexpended or uncommitted at the completion of the CRP or Platform for which it was provided (including approved extensions) or at the termination of a Financial Framework Agreement between the System Organization and a Center unless decided otherwise by the System Council. Such returned funds will be deposited to Window 1 of the Trust Fund.
- 16.2. At the written direction of an individual Funder, the System Organization will require Centers to promptly return any portion of Window 3 Funds that are unexpended or uncommitted at the completion of the CGIAR Research program or platform for which it was provided (including approved extensions).

17. **MISUSED FUNDS**

- 17.1. Centers will, and will require Program Participants to, refund any portion of Window 1 and Window 2 Funds not used in accordance with the applicable Fund Use Agreements or Subagreements.
- 17.2. Subject to paragraph [1.2.3] of these Standard Provisions, the System Organization will require Centers to refund any portion of the Window 3 Funds not used in accordance with the applicable Fund Use Agreement, and such Funds will be deposited to Window 1, Window 2 or Window 3 of the Trust Fund as directed by the Funder that contributed such funding.
- 17.3. **Inconsistency.** In the event of any inconsistency between the Cover Agreement and these Standard Provisions, these Standard Provisions will prevail.

18. **AMENDMENTS**

These Standard Provisions may only be amended by approval of the System Management Board, after consultation with the System Council. The System Organization will promptly notify the Centers in writing of any such amendments to these Standard Provisions.