Crop Trust Pledging Conference, 15 April 2016, Washington, DC
Guide to Contributions to the Crop Trust Endowment Fund
(updated as of February 2016)

Governments, foundations, private companies and other partners are invited to the Pledging Conference of the Global Crop Diversity Trust, taking place in Washington, DC on 15 April 2016, in conjunction with the IMF/World Bank Spring meetings. The Conference will be held from 9:30 to 12:00pm inside the National Press Club, located at 529 14th Street NW, Washington, DC 20045.

The event will be co-chaired by the German Minister of Economic Cooperation and Development and the Norwegian Minister of Foreign Affairs. The United Nations Deputy Secretary-General will offer a keynote address, alongside other Ministers and international leaders.

The Crop Trust is the international organization tasked with conserving and making available the world’s crop diversity, through financial support of key crop collections. The biodiversity of crops represents an insurance policy for humanity. International crop collections provide vital options in the form of varieties and wild species with useful traits and characteristics that when introduced into agriculture may deal with increasing demand for safe and nutritious food. Through traditional crop breeding, we can raise crop yields, increase farm output sustainably, and generate more income for rural populations. We can help agriculture adapt to a changing climate, and we can reduce the need for physical farm inputs. More productive crops can also help avert the threat of further deforestation that comes with expanding agricultural land.

The Crop Trust is focused on building an Endowment Fund of USD 500 million to support the most vital international crop collections through long-term grants. With part of this funding already available, the world community is asked to provide further commitments to satisfy the organization’s near-term funding target. The Crop Trust is also developing a strategy for its second phase of funding, aimed at extending further financial support to selected regional and national crop collections of unique plant genetic material.

To guide governments, the Crop Trust has calculated a proposed minimum financing share, as shown in the Enclosure, to be included in national budgets. Contributions from all partners – governments as well as private – are requested to be paid in by the end of 2016, if possible.

We look forward to discussing the details with all partners and are grateful for support to ensure that the world will have the options necessary to feed current and future generations.

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Enclosure: Guide to Contributions to the Crop Trust Endowment Fund
Guide to Contributions to the Crop Trust Endowment Fund

The Challenge

Meeting the demand for more and more nutritious food around the globe, given a changing climate and increased competition for scarce land and water resources, is one of the most important global challenges of our time. Crop production needs to increase, and more resilient crops have to be developed in order to provide food and agricultural products in a sustainable manner for a growing human population, and at affordable prices.

Developing new crop varieties requires access to the diversity of domesticated crops and their wild relatives. Yet much of this natural diversity in agriculture has been lost. For example, the United States has lost over 90% of the fruit tree and vegetable varieties it had at the start of the 20th century. Mexico has lost 80% of its corn varieties and India 90% of its rice varieties. The same picture holds true in most countries and regions of the world.

While we cannot conserve what we have lost, we can and need to protect the diversity in crops that is still available. This is done effectively in ex situ crop collections (genebanks). These offer farmers and researchers the raw material for plant breeding that is vital for the continued evolution of agriculture and its adaptation to a changing natural environment.

Role of the Crop Trust

Against this backdrop, the Global Crop Diversity Trust (‘Crop Trust’) was created in 2004 by the Food and Agriculture Organization (FAO) and the CGIAR Research Consortium, as an independent international organization. Its mission is to secure and make available the global diversity of food crops, forever.

The Crop Trust cooperates with the Commission on Genetic Resources for Food and Agriculture at the FAO. The Crop Trust also maintains close relations with the International Treaty on Plant Genetic Resources for Food and Agriculture (Plant Treaty), which has recognized the Crop Trust as an essential element of its funding strategy. Yet partnering with the Crop Trust does not require a nation to be a contracting party of the Plant Treaty as well.

The Crop Trust serves as a vital building block for the world’s food security and the conservation of global agro-biodiversity. Through Phase 1 of its Funding Strategy, the organization offers long-term financing to crop collections holding plant genetic material of global significance. The initial focus is on supporting the operations of the 11 genebanks of the CGIAR Consortium plus selected other international crop collections protected under Article 15 of the Plant Treaty. Moreover, the Crop Trust is currently developing plans, under Phase 2 of the Funding Strategy, to extend its financing to select regional and national crop collections holding unique plant genetic material.

In addition to supporting vital crop collections, the Crop Trust is managing key projects towards the development of a global, rational and cost-effective system of crop diversity. Such activities include building information systems so that available plant genetic material in crop collections can be identified quickly by researchers, breeders and farmers; working towards upgrading the management and operational efficiency of genebanks; and collecting crop wild relatives in different countries and regions.
regions in order to amplify the diversity of the available pool of plant genetic material. Additionally, the Crop Trust is supporting crop conservation communities to determine global conservation needs and priorities.

The scientific work of the Crop Trust with international and national crop collections was reviewed by donors and partners at a first global Stakeholder Discussion in Berlin, Germany on 16 January 2015. A second Stakeholder Discussion took place on 18 May 2015 in Rome, Italy, covering the various project activities of the Crop Trust. Information on these discussions and related background documents are available on the Crop Trust website (https://www.croptrust.org). Further engagement with current and prospective donor partners continues at the bi-annual meetings of the Crop Trust Donors’ Council.

**Endowment Fund**

To achieve its mandate of securing crop diversity in a sustainable manner, the Crop Trust requires an Endowment Fund that is invested in the international capital markets. Annual income derived from the endowment finances the long-term grants that support eligible crop collections across the world. The Endowment Fund is invested and managed so as to preserve its real financial value, after inflation, over time. For information on governance around the Endowment Fund and the financial policies of the Crop Trust, visit the Quality Policy section on the website of the Crop Trust (https://www.croptrust.org/about-crop-trust/quality-policy). The objective of the organization is to increase the Endowment Fund from its current state - at about USD 170 million - to USD 500 million. This level will allow the Crop Trust to draw USD 20 million in average annual investment income from the Endowment Fund, at an average investment return of 4.0% per year, while also safeguarding the real value of the Endowment against inflation. This annual income will suffice for the Crop Trust to support the core operations of the international crop collections protected under Article 15 of the International Plant Treaty.

Building up the Endowment Fund involves a global coalition of governments and private partners. To date, 14 governments have provided more than 90% of the resources currently in the Crop Trust Endowment Fund, with the balance being contributed by foundations and other private donors. At the April 2016 Pledging Conference in Washington, DC, the Crop Trust will convene governments and selected private partners to solicit additional funding in order to help establish the Endowment Fund at the target size of USD 500 million.

Once the Endowment Fund reaches USD 500 million, further increases of the fund will be sought primarily from private partners such as foundations, industry associations, corporations, high-net-worth individuals, and from the general public. Such funds would enable the Crop Trust to extend additional financial support to selected national crop collections holding material of international significance.

**Contribution Modalities**

**Contribution Amount.** To guide government donors, the Crop Trust has calculated suggested “fair” financing shares for each current and prospective donor country. These shares are based on the size of an economy and its relative wealth. Attachment 1 illustrates these financing shares, by country, resulting in a calculated contribution amount expressed in US Dollar equivalent terms. Calculated shares by donor country represent the minimum amount suggested for participation in the Endowment Fund. Governments are actively invited to consider contributing a larger amount than
expressed in Attachment 1. Governments that have already contributed their “fair” share are encouraged to consider a follow-up contribution.

**Contribution Pledges.** Donors are asked announce their contributions to the Endowment Fund prior to, or at the time of, the Crop Trust Pledging Conference on 15 April 2016 in Washington, DC. Contribution pledges announced at the conference will be read out orally by the participating donor representative. At the end of the conference, Crop Trust Management will announce the total pledges received and the total volume of the Endowment Fund projected once all pledges are paid in by the donors.

**Instrument of Commitment.** Following the Pledging Conference, donors are asked to provide a written Instrument of Commitment to formalize their pledge. Please refer to Attachment 2 for the format of the Crop Trust Instrument of Commitment.

**Contribution Agreement.** Contributions to the Endowment Fund are governed by a standard Crop Trust Contribution Agreement. A copy of this agreement is attached in Attachment 3.

**Eligible Contributions.** The Crop Trust began its drive to build up the Endowment Fund to the target size of USD 500 million in October 2013 when its new Strategic Work Plan and Fundraising Strategy were adopted by the Executive Board. As a result, all donor contributions that have been – and continue to be – committed between November 2013 and April 2016 will count towards the outcome of the April 2016 Crop Trust Pledging Conference. This will help ensure a successful result of the Conference and also provides an incentive for donors to contribute to the Endowment Fund in advance of the Pledging Conference.

**ODA Eligibility.** For government donors, funding for the Endowment Fund is typically sourced from the country’s Official Development Assistance (ODA) budget. Contributions to the Crop Trust are ODA-eligible per the OECD Development Assistance Committee (DAC) in its annex of qualifying international organizations (www.oecd.org/dac/stats/annex2.htm).

**Contribution Currency.** Contributions can be committed and paid in any currency that is freely convertible into US Dollars. Per its financial policies, the Crop Trust invests the endowment primarily in US Dollars and provides funding to eligible crop collections in US Dollars. Donor contributions provided in currencies other than US Dollars are converted in US Dollars at the foreign exchange rate prevailing at the time of receipt by the Crop Trust. For purposes of the April 2016 Pledging Conference, the Crop Trust will convert donor financing commitments announced at the conference into US Dollars at the spot foreign exchange rate prevailing at time of the conference.

**Frequency of Contributions.** The Crop Trust is asking world governments for a one-time contribution to the Endowment Fund, at the suggested size level. There is no expectation for follow-up contributions in subsequent years, even though these will be welcome. Private donors will determine themselves whether they prefer a one-time contribution or a series of annual contributions to the Endowment Fund.

**Timing of Payment.** Payment of contributions into the Endowment Fund is requested by 31 December 2016. This will allow the Crop Trust to invest the donor resources in the capital markets and derive investment income from them starting in calendar year 2017, according to its financial plans.

**Payment over Time.** If a government donor is unable to make a payment in full prior to the end of 2016, the Crop Trust will work with the government to establish a payment schedule over up to five years. This schedule will be outlined in the Instrument of Commitment of the donor. For those donors interested in meeting a specific financing share in the Endowment Fund, the Crop Trust will
apply a 4.0% annual discount rate to contributions that are paid in over a number of years, so as to
determine the present value of the total contribution and the corresponding funding share of the
donor in the Endowment Fund.

Concessional Loans. As an alternative – and complement – to a grant contribution, the Crop Trust is
open to discuss with government donors the sourcing of a concessional donor loan. Loan proceeds
will be invested into the Endowment Fund during the maturity of the loan, thereby generating
projected net investment income that will support the Crop Trust’s operations. Such loans will need
to be long-term (i.e. a loan maturity of at least 20 years) and zero- or low-interest, in order to allow
the Crop Trust to earn meaningful net returns from the loan proceeds during the loan term. The Crop
Trust recently established a Concessional Borrowing Framework, which governs the acceptance of
concessional donor loans and sets out an overall borrowing limit. The details of a loan will be
discussed and agreed between each interested donor and the Crop Trust, for subsequent
endorsement by the Donors’ Council and the Executive Board of the Crop Trust.

Results and Impact

A contribution to the Crop Trust Endowment Fund represents an innovative social and environmental
impact investment into a sustainable world. The social returns generated consist of helping to lift
farmers and rural populations in low-income countries out of poverty, and in contributing to food
security and better nutrition, through higher-yielding crop varieties resulting from cross breeding
using the genetic diversity conserved in crop collections. The environmental returns consist of
adapting global agriculture to changing climatic conditions and thereby also reducing the CO2
footprint of global farming. Moreover, there are considerable financial returns to breeders and seed
companies from marketing new, improved crop varieties.

For example, a USD 50 million contribution into the Endowment Fund generates an estimated USD 2
million in annual investment income. This could finance most of the long-term core operations of the
vast rice collection at the International Rice Research Institute (IRRI) in the Philippines. In other
words, donors will, in effect, help secure the foundation of the food security of some 4 billion people
that depend on rice as their primary daily food staple.

The Crop Trust has recently published a paper on the economic value and impact safeguarding crop
diversity in plant genebanks. The paper is available on the Crop Trust website, as follows:

Benefits for the Donor

Every country has a vital self-interest in securing the basis of its future agricultural production and
food supply. Even countries that maintain large crop collections in their national genebanks keep
nevertheless no more than a small fraction of the required crop diversity within the country that they
need to develop the food crops of the future. It is hence in the self-interest of each nation to
ascertain that the most important crop collections in the world will be sustained and be available to
plant breeders and researchers from within the donor country and elsewhere.

Furthermore, donors that provide funding to the Crop Trust can become part of its governance
structure through membership in the Crop Trust Donors’ Council. This group currently meets twice
per year and reviews the operations of the Crop Trust. Members of the Donors’ Council also have the
opportunity to propose 4 candidates for election to the Crop Trust Executive Board, where a balance
of representation between developed and emerging nations is maintained. By being part of the
governance structure of the Crop Trust, a donor can contribute to driving the strategic directions and the future work of the Crop Trust with international and national crop collections.

Moreover, by investing in the Crop Trust, partners have the opportunity to engage in the protection and availability of important plant genetic material even if they are not yet a contracting party of the International Plant Treaty. Countries should be considering the benefits of acceding to this Treaty. Yet even without ratifying the Treaty, through the Crop Trust, a nation can support the cause of protecting seed collections globally that are of vital interest to the country’s agriculture sector, food security and nutrition.

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### Attachment 1: Crop Trust Pledging Conference, April 2016
Calculated Contributions by Country

<table>
<thead>
<tr>
<th>Countries</th>
<th>Size of Economy</th>
<th>Economic Wealth</th>
<th>Donor Share of all donors</th>
<th>Adj. share</th>
<th>Target Share (for 100%)</th>
<th>Prior</th>
<th>Target</th>
<th>Target - Prior</th>
<th>Net</th>
<th>Contrib. for $350m (USD m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angola</td>
<td>80, 0,13%</td>
<td>3.970, 0.082</td>
<td>0.01%</td>
<td>0.02%</td>
<td>0.08</td>
<td>0.00</td>
<td>0.08</td>
<td>0.00</td>
<td>0.07</td>
<td></td>
</tr>
<tr>
<td>Argentina</td>
<td>202, 0,32%</td>
<td>5.170, 0.106</td>
<td>0.03%</td>
<td>0.05%</td>
<td>0.25</td>
<td>0.00</td>
<td>0.25</td>
<td>0.00</td>
<td>0.23</td>
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<tr>
<td>Australia</td>
<td>1.119, 1,79%</td>
<td>50.120, 1.032</td>
<td>1.85%</td>
<td>2.69%</td>
<td>13.46</td>
<td>16.32</td>
<td>-2.86</td>
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<tr>
<td>Austria</td>
<td>406, 0,65%</td>
<td>48.170, 0.992</td>
<td>0.65%</td>
<td>0.94%</td>
<td>4.69</td>
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<td>4.69</td>
<td>4.25</td>
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<tr>
<td>Azerbaijan</td>
<td>47, 0,08%</td>
<td>5.140, 0.106</td>
<td>0.01%</td>
<td>0.01%</td>
<td>0.06</td>
<td>0.00</td>
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<tr>
<td>Belgium</td>
<td>506, 0,81%</td>
<td>45.840, 0.944</td>
<td>0.77%</td>
<td>1.11%</td>
<td>5.57</td>
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<tr>
<td>Brazil</td>
<td>2.107, 3.38%</td>
<td>10.700, 0.220</td>
<td>0.74%</td>
<td>1.08%</td>
<td>5.41</td>
<td>0.00</td>
<td>5.41</td>
<td>5.41</td>
<td>4.90</td>
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<tr>
<td>Brunei</td>
<td>13, 0,02%</td>
<td>31.590, 0.651</td>
<td>0.01%</td>
<td>0.02%</td>
<td>0.09</td>
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<tr>
<td>Bulgaria</td>
<td>49, 0,08%</td>
<td>6.640, 0.137</td>
<td>0.01%</td>
<td>0.02%</td>
<td>0.08</td>
<td>0.00</td>
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<td>0.07</td>
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<tr>
<td>Canada</td>
<td>1.611, 2.58%</td>
<td>46.730, 0.963</td>
<td>2.49%</td>
<td>3.62%</td>
<td>18.08</td>
<td>0.00</td>
<td>18.08</td>
<td>18.08</td>
<td>16.36</td>
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<tr>
<td>Chile</td>
<td>212, 0,34%</td>
<td>12.250, 0.252</td>
<td>0.09%</td>
<td>0.12%</td>
<td>0.62</td>
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<td>0.62</td>
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<tr>
<td>China</td>
<td>6.645, 10,65%</td>
<td>4.940, 0.102</td>
<td>1.08%</td>
<td>1.58%</td>
<td>7.88</td>
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<td>7.88</td>
<td>7.88</td>
<td>7.13</td>
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<tr>
<td>Colombia</td>
<td>287, 0,46%</td>
<td>6.090, 0.125</td>
<td>0.06%</td>
<td>0.08%</td>
<td>0.42</td>
<td>0.00</td>
<td>0.42</td>
<td>0.42</td>
<td>0.38</td>
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<tr>
<td>Croatia</td>
<td>59, 0,09%</td>
<td>13.830, 0.285</td>
<td>0.03%</td>
<td>0.04%</td>
<td>0.20</td>
<td>0.00</td>
<td>0.20</td>
<td>0.20</td>
<td>0.18</td>
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<tr>
<td>Cyprus</td>
<td>25, 0,04%</td>
<td>20.840, 0.429</td>
<td>0.02%</td>
<td>0.02%</td>
<td>0.12</td>
<td>0.00</td>
<td>0.12</td>
<td>0.12</td>
<td>0.11</td>
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<tr>
<td>Czech Republic</td>
<td>196, 0,31%</td>
<td>18.720, 0.386</td>
<td>0.12%</td>
<td>0.18%</td>
<td>0.88</td>
<td>0.00</td>
<td>0.88</td>
<td>0.88</td>
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<tr>
<td>Denmark</td>
<td>335, 0,54%</td>
<td>60.160, 1.239</td>
<td>0.67%</td>
<td>0.97%</td>
<td>4.84</td>
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<td>4.84</td>
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<tr>
<td>Egypt</td>
<td>219, 0,35%</td>
<td>2.760, 0.057</td>
<td>0.02%</td>
<td>0.03%</td>
<td>0.15</td>
<td>0.17</td>
<td>-0.02</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Estonia</td>
<td>20, 0,03%</td>
<td>15.260, 0.314</td>
<td>0.01%</td>
<td>0.01%</td>
<td>0.07</td>
<td>0.00</td>
<td>0.07</td>
<td>0.07</td>
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<td></td>
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<tr>
<td>Ethiopia</td>
<td>34, 0,05%</td>
<td>380, 0.008</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00</td>
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<tr>
<td>Finland</td>
<td>257, 0,41%</td>
<td>47.740, 0.983</td>
<td>0.41%</td>
<td>0.59%</td>
<td>2.95</td>
<td>0.00</td>
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<tr>
<td>France</td>
<td>2.791, 4,47%</td>
<td>42.690, 0.879</td>
<td>3.93%</td>
<td>5.72%</td>
<td>28.60</td>
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<td>28.60</td>
<td>28.60</td>
<td>25.88</td>
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<tr>
<td>Germany</td>
<td>3.618, 5,80%</td>
<td>44.230, 0.911</td>
<td>5.28%</td>
<td>7.68%</td>
<td>38.41</td>
<td>10.20</td>
<td>28.21</td>
<td>28.21</td>
<td>25.53</td>
<td></td>
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<tr>
<td>Greece</td>
<td>277, 0,44%</td>
<td>29.940, 0.617</td>
<td>0.27%</td>
<td>0.40%</td>
<td>1.99</td>
<td>0.00</td>
<td>1.99</td>
<td>1.99</td>
<td>1.80</td>
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<tr>
<td>Hungary</td>
<td>128, 0,21%</td>
<td>12.840, 0.264</td>
<td>0.05%</td>
<td>0.08%</td>
<td>0.39</td>
<td>0.00</td>
<td>0.39</td>
<td>0.39</td>
<td>0.36</td>
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<tr>
<td>India</td>
<td>1.766, 2,83%</td>
<td>1.450, 0.030</td>
<td>0.08%</td>
<td>0.12%</td>
<td>0.61</td>
<td>0.05</td>
<td>0.56</td>
<td>0.56</td>
<td>0.51</td>
<td></td>
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<tr>
<td>Indonesia</td>
<td>713, 1,14%</td>
<td>2.930, 0.060</td>
<td>0.07%</td>
<td>0.10%</td>
<td>0.50</td>
<td>0.00</td>
<td>0.50</td>
<td>0.50</td>
<td>0.45</td>
<td></td>
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<tr>
<td>Iran</td>
<td>316, 0,51%</td>
<td>4.290, 0.088</td>
<td>0.04%</td>
<td>0.07%</td>
<td>0.33</td>
<td>0.00</td>
<td>0.33</td>
<td>0.33</td>
<td>0.29</td>
<td></td>
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<tr>
<td>Ireland</td>
<td>178, 0,29%</td>
<td>38.960, 0.802</td>
<td>0.23%</td>
<td>0.33%</td>
<td>1.67</td>
<td>4.14</td>
<td>-2.48</td>
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<tr>
<td>Country</td>
<td>Population</td>
<td>GDP</td>
<td>GNI</td>
<td>Human Development Index</td>
<td>Longevity</td>
<td>Life Expectancy</td>
<td>Suicide Rate</td>
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<td>------------------</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Turkey</strong></td>
<td>1,23</td>
<td>89,34</td>
<td>63,38</td>
<td>0,74</td>
<td>76.2</td>
<td>82.2</td>
<td>3.6</td>
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<td>100.00%</td>
<td>68.79%</td>
<td>100.00%</td>
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<td>147.84</td>
<td>352.16</td>
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</table>
GLOBAL CROP DIVERSITY TRUST

INSTRUMENT OF COMMITMENT

FOR THE PROVISION OF ENDOWMENT FUNDS

The Government of [country] hereby notifies the Global Crop Diversity Trust ('Crop Trust') that it will pay to the Crop Trust an amount of [currency] [amount] to be deposited into the Crop Trust Endowment Fund, in accordance with the enclosed Payment Schedule.

I hereby confirm on behalf of the Government of [country] that all necessary action has been taken to authorize the commitments set out above and that these commitments constitute a binding obligation of [country] in accordance with the terms of the "Guide to Contributions to the Crop Trust Endowment Fund", as issued by Crop Trust Management in September 2015.

(Signed by duly authorized signatory)

Enclosure: Payment Schedule

(i) an amount of [currency] [amount] will be paid in by 31 December 2016
(ii) an amount of [currency] [amount] will be paid in by 31 December 2017
(iii) an amount of [currency] [amount] will be paid in by 31 December 2018
(iv) an amount of [currency] [amount] will be paid in by 31 December 2019
(v) an amount of [currency] [amount] will be paid in by 31 December 2020
AGREEMENT

Between

(...) 

And the

GLOBAL CROP DIVERSITY TRUST

Concerning

THE PROVISION OF ENDOWMENT FUNDS

PREAMBLE

Whereas the Global Crop Diversity Trust (hereinafter referred to as the “Crop Trust”) is an international fund with its own legal personality established under the Agreement for the Establishment of the Global Crop Diversity Trust, which entered into force on 21 October 2004;

Whereas the objective of the Crop Trust is to ensure the long-term conservation and availability of plant genetic resources for food and agriculture with a view to achieving global food security and sustainable agriculture, and for this purpose, in accordance with its Constitution, the Crop Trust has established an endowment fund to provide grants to support the maintenance of eligible collections of plant genetic resources for food and agriculture that meet agreed standards of management and availability of the genetic resources, related information, knowledge and technologies, and to cover operating expenses and other expenses incidental thereto;

Whereas the Crop Trust entered into a relationship agreement with the Governing Body of the International Treaty on Plant Genetic Resources for Food and Agriculture (hereinafter referred to as the “Treaty”) on 16 June 2006 recognizing the Crop Trust as an essential element of the funding strategy of the Treaty in relation to the ex situ conservation and availability of plant genetic resources for food and agriculture and providing for the Governing Body to provide overall policy guidance to the Crop Trust;

Whereas the Constitution of the Crop Trust (ANNEX 1) also provides for mechanisms to ensure that the Crop Trust is managed effectively by the Executive Secretary in harmony with the agreed objectives, programs and budgets, in accordance with legal and regulatory requirements and that the funds of the Crop Trust shall be invested and managed in accordance with the investment policy approved by the Executive Board;

Whereas (....) (hereinafter referred to as “the Donor”) wishes to provide endowment funds to the
Crop Trust for the above purpose, but wishes to assure itself that these funds will be properly managed and invested and that the income derived from these funds will be properly used for the above purposes;

**Now therefore** the Parties hereto have agreed as follows:

**ARTICLE 1 - GRANT OF ENDOWMENT FUNDS**

1. The Donor undertakes to provide the Crop Trust with €… (hereinafter referred to as the “Funds”) to be managed by the Crop Trust as an endowment fund in accordance with the terms of this Agreement and the Constitution of the Crop Trust.

2. The Funds shall be paid in one installment by …

3. The Funds shall be deposited in the following bank account:
   - Account Name: Global Crop Diversity Trust
   - Bank Name: …
   - BIC/Swift: …
   - IBAN: …

**ARTICLE 2 – OBLIGATIONS OF THE CROP TRUST**

1. The Crop Trust undertakes to invest and manage the Funds in such a way as to achieve returns consistent with the risks involved, in accordance with the investment policy approved by the Executive Board under Article 16 of the Constitution of the Crop Trust.

2. The Crop Trust undertakes to use proper care and diligence in the investment and management of the Funds, and in the monitoring of their disbursement, in accordance with the Constitution of the Crop Trust.

3. The Crop Trust undertakes that the Funds, including the income derived from the Funds, shall be used for the purposes of attaining the objective of the Crop Trust as set out in Article 2 of the Constitution of the Crop Trust.

4. The Crop Trust undertakes that no part of the earnings of the Crop Trust shall inure to the benefit of, or be distributable to, members of the Executive Board, officers of the Crop Trust, or other private persons, except that the Crop Trust shall be authorized and empowered to pay reasonable compensation for services rendered and expenses incurred, and to make payments and distributions in furtherance of the objective of the Crop Trust.

5. The Crop Trust shall provide the Donor with the annual report on the activities and achievements of the Crop Trust approved under Article 6 of the Constitution of the Crop Trust, including the receipt and investment of all funds of the Crop Trust, grants made and other disbursements, and other operations of the Trust. The Crop Trust shall also provide the Donor with the Annual Program of Work and Budget of the Crop Trust approved under Article 6 of the Constitution of the Crop Trust no later than three weeks prior to the annual Donors’ Council meeting.
6. The Crop Trust agrees to allow representatives of the Donor to visit the headquarters of the Crop Trust at times convenient to the parties concerned.

7. The Crop Trust shall acknowledge in appropriate ways the contribution of the Donor to the Crop Trust.

8. The Crop Trust shall notify the Donor of any external review of the Crop Trust to be carried out under Article 17 of the Constitution of the Crop Trust and shall share the results of any such review with the Donor.

ARTICLE 3 – OBLIGATIONS OF THE DONOR

1. The Donor will seek permission and provide at least one month notice, to the Crop Trust before its logo, name or other is used externally. Any such publication, press release or announcement must be cleared with the Executive Secretary of the Crop Trust before it is released.

2. The Donor agrees not to encroach on the integrity, or expect any undue influence on governance decisions and appointments, made by the Crop Trust.

3. The Donor confirms that the Funds will not be made from a source or activity that violates relevant UN conventions, the International Covenant on Civil and Political Rights (in particular Part III) and resolutions of the UN Security Council. In particular the Donor undertakes to use reasonable efforts to ensure that none of the Funds are from a source or activity that supports or promotes drug trafficking, violence, terrorist activity or related training, or money laundering.

4. The Donor confirms that the Funds will not be made from a source or activity that involved tax evasion or fraud, required action that is illegal, violated international conventions that bear on human rights, or suppressed or falsified research. The Donor also confirms that the Funds will not be made from an activity that would or could be construed as illegal or corrupt practice.

5. The Donor confirms that the Funds will not be made from a source or activity that involved discrimination against persons with disabilities and disregarded the principles of the UN Convention on the Rights of Persons with Disabilities, the full text of which can be found at the following website: http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf.

6. The Donor confirms the acceptance of the Funds will not lead the Crop Trust to contravene any enacted EU legislation or that of any relevant jurisdiction.

ARTICLE 4 - RIGHTS OF THE DONOR

1. The Donor shall have such rights to be represented on the Donors’ Council of the Crop Trust as may be conferred on it as a donor of endowment funds by the Constitution of the Crop Trust, the rules established by the Executive Board of the Crop Trust regarding the eligibility of donors for membership of the Donors’ Council, and the rules of procedure of the Donors’ Council.

2. The Donor may, separately or jointly with other partners, take the initiative to evaluate or review
its cooperation with the Crop Trust under this agreement i.e. to establish whether contributions have been used for their intended purposes. The Crop Trust shall be informed about such initiatives and may be invited to join. The Crop Trust shall upon request assist in providing relevant information within the limits of its rules and regulations. All major costs shall be borne by the Donor unless otherwise agreed.

ARTICLE 5 - AUDIT

1. An independent financial audit of the endowment fund of the Crop Trust, including the Funds, shall be conducted on an annual basis by an independent international accounting firm appointed by the Executive Board in accordance with Article 16 of the Constitution of the Crop Trust. The results of such audits shall be made available by the Executive Secretary to the Donor.

ARTICLE 6 – INDEPENDENCE OF THE CROP TRUST

1. The Donor agrees to respect the independence of the Crop Trust in all matters relating to the operation of the Crop Trust, including, in particular, in the taking of decisions relating to the investment of funds and the awarding of grants.

2. The Donor acknowledges that the authority to take decisions regarding the investment, management and disbursement of the Funds shall lie exclusively with the Executive Board of the Trust in accordance with the Constitution of the Crop Trust.

ARTICLE 7 - FURTHER OBLIGATIONS OF THE CROP TRUST

1. The Crop Trust further undertakes that none of the Funds provided by the Donor, nor any interest accrued on such Funds, shall be used by the Crop Trust for, or in support of, objectives other than those set out in Article 2 of the Constitution of the Crop Trust as it stands at the date of signature of this Agreement, without the approval in writing of the Donor.

ARTICLE 8 - SETTLEMENT OF DISPUTES

1. This Agreement shall be governed by general principles of law to the exclusion of any single national system of law.

2. Any dispute relating to the interpretation or execution of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

ARTICLE 9 - AMENDMENTS

1. Any amendment to this Agreement and its Attachments shall be effected by mutual agreement of the Parties through an exchange of letters.

ARTICLE 10 - EFFECTIVE DATE OF THE AGREEMENT

1. This Agreement shall become effective on the date on which it has been signed by both Parties.
hereto. In the event that this Agreement is not signed by both Parties on the same day, the last Party to sign the Agreement shall promptly inform the other Party of the date on which it has so signed, and this date will be the date on which this Agreement becomes effective.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this Agreement in the English language.

Signed on behalf of:
(usu)

______________________________
Signature

______________________________
Name

______________________________
Title

______________________________
Date

Signed on behalf of:
**Global Crop Diversity Trust**
Platz der Vereinten Nationen 7
53113 Bonn, Germany

______________________________
Signature

______________________________
Name

______________________________
Title

______________________________
Date
ANNEX 1

CONSTITUTION OF THE GLOBAL CROP DIVERSITY TRUST