

BILL & MELINDA
GATES foundation

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August 27, 2012

Daouda Toure
Resident Representative
United Nations Development Programme
UN House, Plot 617/618 Diploma Zone
Central Area District, P.M.B. 2851
Abuja, Nigeria

Re: Global Development Grant Number OPP1060666
Capacity Support to the Ministry of Agriculture and Rural Development for the Implementation of the
Agricultural Transformation Agenda in Nigeria

Dear Mr. Toure:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award United Nations Development Programme ("UNDP") a grant in the amount of \$4,958,439.00 for the period beginning on the date you sign this agreement (the "Start Date") to November 23, 2014 (the "Grant Period"). This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

Charitable Purpose of the Grant. The charitable purpose of this grant is to provide capacity support to the Ministry of Agriculture and Rural Development for the implementation of the Agricultural Transformation Agenda in Nigeria, as described in your proposal (the "Proposal") and budget (the "Budget") dated June 7, 2012 (together, the "Project").

Tax Status. You have confirmed that UNDP is an official Programme of the United Nations and as such is tax-exempt from United States federal income tax under the International Organizations Immunities Act, 22 USC 288, Executive Order 9698. You agree to advise us immediately if there is any change in your organization's exempt status during the term of this grant.

Use of Grant Funds. Grant funds may only be used for the Project. Any grant funds unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Foundation. Any Budget cost category change of more than 10% must be approved in writing by the Foundation in advance. You may not use the grant funds to reimburse any expenses you chose to incur prior to the Start Date.

Political Campaign/Lobbying Activity. Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. There is no agreement, oral or written, permitting the grant funds to be directed to or earmarked for lobbying activity or other attempts to influence local, state, federal, or foreign legislation. You confirm that the amount of funds received from the Foundation each year for this Project, including any other grant funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to comply with lobbying, gift and ethics rules applicable to the Project under local, state, federal or foreign law.

Investment of Grant Funds. Grant funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that they are available for the Project. The Foundation requires you to report the amount of any interest or other

income generated by the grant funds, including currency conversion gains (collectively "Interest"). Any Interest must be used for the Project. At the end of the Grant Period, any remaining Interest must be applied to another of your Foundation-funded projects (current or under consideration).

Anti-Terrorism. Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both the Foundation and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Foundation to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of the Foundation funds provided under this grant agreement are used to provide support to individuals or entities associated with terrorism.

Subgrants and Subcontracts. The Proposal indicates that a portion of the grant funds will be paid to subcontractors to assist in the completion of the Project. You acknowledge that the Foundation: (a) does not approve the selection of any of your subcontractors; (b) has not earmarked the use of the grant funds for any other organization or individual involved in the Project; and (c) will not oversee the activities or use of grant funds by such subcontractors. You remain responsible for ensuring that any subcontractor uses grant funds consistent with the terms and conditions of this Grant Agreement and the Proposal. Neither you nor your subcontractors may state to investors, media or the general public that the Foundation supports the activities of any subcontractor, and you agree to include the following stipulation in any agreements with subcontractors you engage to assist with the Project: "Your organization has been selected to participate in this Project at our discretion and you may not make any statement or otherwise imply to the media, the general public or any other donor or investor that your implementing partner, its operations, or its participation in this Project is supported by any organization other than UNDP, unless your organization has directly received funds from the other organization."

Payments and Reports. This table shows the deliverables (including reports) and milestones for this grant. Where indicated, the Foundation's payment is contingent on satisfaction of the listed deliverable and/or milestone. The Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate. The Foundation will confirm any such changes in writing.

Payment Date	Payment Amount	Milestone or Deliverable	Due by	Reporting Period
Within 15 days of receipt of countersigned Grant Agreement	\$2,363,212.00	Counter-signed Grant Agreement	----	----
January 2014	\$2,595,227.00	Framework for baseline indicators on indirect and direct impacts of key activities shared for BMGF feedback	October 31, 2012	----
		Framework revision for baseline indicators and key activities informed by year one activities provided for	August 31, 2013	----

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		BMGF feedback		
		Annual Performance Review of UNDP Experts Shared with BMGF	August 31, 2013	----
		Progress Report	August 31, 2013	Project Start Date to July 31, 2013
		Annual Performance Review of UNDP Experts Shared with BMGF	August 31, 2014	----
----	----	Final Report	February 28, 2015	Project Start Date to November 23, 2014
AWARD TOTAL	\$4,958,439.00			

Communications, Meetings and Visits. You agree to be in regular communication with the Foundation throughout the Grant Period regarding your progress and to notify the Foundation in writing promptly of any major development that is likely to have a material impact on your ability to achieve the Project or the Charitable Purposes objectives. You and relevant project staff agree to be available for periodic meetings and phone calls with Foundation staff to discuss the Project or the Charitable Purposes and, upon request, to facilitate visits by the Foundation to any site where work on the Project or the Charitable Purposes is conducted.

Additional Reports. The Foundation reserves the right to request, and you agree to provide, additional reports as needed to monitor the progress of the Project. If additional reports are requested, you will be provided with the specific details and/or forms for the report at least 30 days in advance. In the event that all grant funds are not expended by the date the Final Report is due, your organization agrees to provide additional Interim Narrative and Financial Reports for each year grant funds remain unexpended and to prepare a Final Report when all such funds are spent for the purposes of the grant.

Milestones. For a report to be satisfactory, you must demonstrate meaningful progress against the milestones contained in this Grant Agreement, attached as Exhibit A, and the Proposal. Milestones may be added or modified during the Grant Period. The Foundation will confirm any agreed changes to the milestones in writing.

Record Maintenance and Inspection. The grant and Project activities financed therefrom shall be subject exclusively to the internal and external audit laid down in the UNDP financial regulations and rules. The Foundation may visit UNDP to discuss and review materials relating to the progress of the Project. During such visits, UNDP can provide 'financial information' derived from the books and accounts – but not the books and accounts themselves.

Compliance. If we are not satisfied with the progress of the Project for which you have received grant funds, or the content of any written report, we will discuss the reasons for the dissatisfaction with you, and thereafter if no satisfactory agreement can be reached, we reserve the right to discontinue funding, provided that the payments already received are sufficient to meet all previously made commitments and liabilities incurred in the implementation of the Project.

Evaluation. The Foundation values research on the impact of programs funded through its initiatives. You agree to assist the Foundation's evaluation contractors, subject to UNDP regulations, rules and policies, by providing information, participating in interviews, and generally communicating your support of our evaluation efforts in working with Project partners and the general public. You will have the opportunity to review for factual accuracy and provide us feedback regarding any reports written about your organization.

Publication. You agree that you will make available to the public the results of the research emerging from the Project, or any reports or other publications regarding the Project funded by this grant (collectively, the "Materials"), and anticipate that the Materials will be published in a treatise, thesis, trade publication, or in any other format that is available for the interested public as soon as practical, consistent with the need to first secure intellectual property rights in a manner that maximizes the benefits to developing world interests. Specifically, you are expected to use good faith efforts and work in a collaborative fashion with your subcontractors and funders associated with the Project to facilitate broad dissemination and accessibility of the Materials in the developing world. In addition, one copy (electronic or hard copy) of each of the Materials must accompany the annual or final progress report submitted to the Foundation for the period in which such Materials were created.

Grant Announcements; Public Reports and Use of Name and Logo. We may include information on this grant in our respective periodic public reports and may make information about this grant public at any time on our respective web pages and as part of press releases, public reports, speeches, newsletters, and other public documents subject to below.

The Foundation may refer to your name and/or abbreviation in the Foundation's financial statements, accounts and grant reports or in any documents that the Foundation is required to file to any competent authorities or where otherwise such disclosure is required by any law, rules and regulations applicable to it. Further, the Foundation may list your name and/or abbreviation in its list of grantees together with reference to the amount so granted by the Foundation pursuant to this Grant Agreement and/or a brief description of the Project. You may refer to the grant received from the Foundation together with a brief description of the Project and/or the amount of grant in your financial statements, accounts, Project reports and otherwise include the Foundation's name in the list of your donors.

If either of us wish to issue a press release or report announcing this grant (save as described in the paragraph immediately above), or otherwise use each other's name, abbreviations, emblems or logo (as applicable), please contact the Foundation at Grantee.Comms@gatesfoundation.org regarding the use of the Foundation's name or logo, or) Ms. Martha Mogus, Communication Officer, at Martha.mogus@undp.org regarding the use of UNDP's name, abbreviations or emblem, at least two weeks before the desired announcement or publication date. We agree to obtain advance approval from each other of the press release and the date of release, or of any other use of our respective names, abbreviations, logos or emblems, as applicable. We shall afford each other an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Further information is available at:

http://www.gatesfoundation.org/grantseeker/Documents/Guidelines_Communications_for_Grantees.doc.

Counterparts; Original. This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you, the grantee, to deliver original signed documents.

Assignment. This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation's prior written consent. An assignment includes (a) any transfer of the Project; (b) an assignment by operation of law, including a merger or consolidation, or (c) the sale or transfer of all or substantially all of your organization's assets.

Privileges and Immunities. Nothing in or related to this Grant Agreement or any other document in relation thereof shall not be deemed a waiver of any of the privileges and immunities of enjoyed by you, the United Nations, including UNDP

Entire Agreement, Severability and Amendment. This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return this Grant Agreement to Jeanine Wiese, Grants Coordinator. Please keep a copy for your records. If you have questions, please contact Lee Klejnot, Grants Administrator at lee.klejnot@gatesfoundation.org or 206.770.1576.

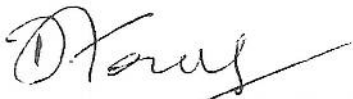
On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,



Sam Dryden
Director, Agricultural Development
Global Development Program
Bill & Melinda Gates Foundation

United Nations Development Programme, by its authorized representative, agrees to the terms and conditions of this Grant Agreement.



Daouda Toure
Resident Representative

Date



Reporting -

Victor. As base with
3 Repue -

Victoria - ATN

On ATN 2014

Mogji & Belles

Minor report in
plans underway
to be reported in
May 2014.

Mogji / Sub / Tony
Lead

Exhibit A - Milestones

Objective #	Key Milestones	Baseline (if relevant and available)	Period One		Period Two		Grant End
			June/12	May/13	June/13	May/14	
			Target at period end		Target at period end		Cumulative target at grant end
1	Recruitment of technical experts and sector specialists		At least 6 technical experts recruited to strengthen the value chain team. Recruited staff are effectively integrated into the ministry structure		Staff remain in place		Same as in period 2
1	Capacity building activities and events to promote understanding of Value Chains and inclusive Market approaches		At least 2 workshops are held with a minimum of 2 ministry staff each from a value chain team participating		Trained staff continue to apply knowledge gained		Same as in period 2
1	Studies on key aspects of inclusive market development to support implementation of ATA				At least, 2 studies are conducted with reports shared with team members for possible applications to their ATA areas		Lessons learned are applied to enhanced knowledge of value chain

1	<p>FMARD officials with enhanced value chain and inclusive market competencies, experience and management skills for <i>Mkt dev.</i></p>	<p>At least, 20% of FMARD's technical workforce are trained for enhanced expertise in value chain development and management people per value chain team have been trained and participated in the ATA</p>	<p>At least, 30% of FMARD's technical workforce are further trained</p>	<p>50% of technical staff are trained</p>
1	<p>Research outputs and positive experience collated and work processes developed to respond to and support agriculture development</p>		<p>At least 2 research reports/experiences documented</p>	<p>Same as in period 2</p>
2	<p>Design systems to support the Agricultural Transformation Implementation Council</p>	<p>Inaugurate key implementing systems to support ATA: value chain, investment and policy groups,</p>	<p>A Memorandum of Understanding between ATA and state govts sector is signed to enhance cooperation beyond ATA</p>	<p>Same as in period 2</p>
2	<p>A functional and effective secretariat established to support stakeholder dialogue and consultation (The Agricultural Transformation Implementation Council)</p>	<p>A secretariat with key staff is set up within 3 months</p>	<p>A functional secretariat is in place</p>	<p>Same as in period 2</p>
3	<p>Workshops and facilitate private sector investments in value chain infrastructure in collaboration with State and Local governments</p>	<p>At least one workshop is held within 6 months</p>	<p>Hold at least 3 workshops at sub-national levels to facilitate buy-in from state, local government and private sector.</p>	<p>Same as in period 2</p>
3	<p>Staple crop processing zones for selected crops</p>	<p>At least one processing zone is established within 6 months</p>	<p>Establish at least 3 additional zones to facilitate value addition and improve incomes.</p>	<p>4 processing zones established</p>

Related to Capacity building - Outcome / Mgt & Belco.

Knowledge Mgt. Mgt

Maria/Debin/Orchestra SPA.

Manz/Debin

Bello - State delivery units to be formed. Piker represent 'Bello'

Vizdo to share by frame.

FMARDs away of getting into numbers with state govts not happening

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January 13, 2013

Mr. Daouda Toure
Resident Representative
United Nations Development Programme
UN House, Plot 617/618 Diploma Zone
Abuja, Nigeria

Amendment No. 1 for Grant No. OPP1060666 (the "Amendment")

Project: Capacity Support to the Ministry of Agriculture and Rural Development for the Implementation of the Agricultural Transformation Agenda in Nigeria

Dear Mr. Toure:

The Bill & Melinda Gates Foundation (the "Foundation") and United Nations Development Programme entered into a grant agreement with a Start Date of August 28, 2012 regarding a grant in the amount of \$4,958,439.00 to provide capacity support to the Ministry of Agriculture and Rural Development for the implementation of the Agricultural Transformation Agenda in Nigeria (the "Grant Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Grant Agreement.

Grant Period. The Grant Period has been extended to June 30, 2015.

Payment and Reporting Schedule. This Amendment notifies you that the payment and reporting schedule for your grant has changed. Your new payment and reporting schedule is as follows for the remainder of the Grant Period. The total grant amount has not changed.

Payment Date	Payment Amount	Milestone or Deliverable	Due by	Reporting Period
January 2014	\$1,850,512.00	Framework for baseline indicators on indirect and direct impacts of key activities shared for BMGF feedback	<i>Received</i> (Oct.2012)	-----
		Framework revision for baseline indicators and key activities informed by year one activities provided for BMGF feedback	<i>Received</i> (August 31, 2013)	-----
		Progress Report	<i>Received</i> (August 31, 2013)	Start Date through July 31, 2013
January 2015	\$744,715.00	Annual Performance Review of UNDP Experts Shared with BMGF	April 30, 2014	
		Progress Report	August 31, 2014	August 1, 2013 through July 31, 2014

Payment Date	Payment Amount	Milestone or Deliverable	Due by	Reporting Period
-----	-----	Annual Performance Review of UNDP Experts Shared with BMGF	April 30, 2015	
-----	-----	Final Report	September 30, 2015	Start Date through June 30, 2015

Effect of Amendment. Except as modified by this Amendment, all other terms and conditions of the Grant Agreement remain in full force and effect.

Please contact Jeanine Wiese, Grants Coordinator, if you have any questions. On behalf of the Foundation, may I extend every good wish for the success of your work.

Sincerely,



Jeanine Wiese
Grants Coordinator
Global Grants Management