

## **Consultation on Consortium design and creation** (Prepared for ExCo 16)

Following a search and selection process initiated in December 2008, the Alliance engaged the Boston Consulting Group (BCG) to work on the architecture of the Consortium. BCG was tasked to design a draft Consortium Constitution and draft terms of reference of its Board and CEO (or Executive Director). They started this work by interviewing Centres leadership and 'benchmarking' with some relatively similar external organisations. A first draft of the Constitution, and the associated terms of reference, were discussed during the Alliance May 11-13 meetings.

The draft Consortium constitution was reviewed by focussing on the "key questions" previously discussed with the Alliance and donors. This approach allowed for a more focused debate around the key areas of substance and strategic intent of the consortium and helped ensure that our conclusions were clearly reflected in the draft constitution text. The Alliance examined and commented upon all aspects of the draft constitution text in this way and reached unanimous consensus that our draft describes a workable model for a Consortium Constitution (with the clear understanding that the Centre Boards have not yet approved this Constitution).

The draft Constitution is now submitted to ExCo as part of our consultations on the creation of the Consortium (Appendix 1). Subject to a positive response from ExCo's, this draft will be used when we initiate the process of Consortium Board nominations and selection. The Alliance presented to ExCo 15 a procedure for these nominations and selection to which ExCo 15 reacted positively. A tripartite nominations and selection committee will thus be formed, with members nominated by donors, by partners, as well as by the Alliance, who will form the Consortium Board nomination and selection committee.

A draft Job Description for the Consortium CEO has also been prepared for consultation with ExCo (Appendix 2). Time constraints precluded discussion of this document at the recent Alliance meeting and this draft is based on a synthesis of comments provided out of session. Thus, although it can be considered a fair reflection of the views of the Alliance it does not yet represent a formal consensus or position among Alliance members. Regardless of the ultimate position of the Alliance, however, we recognize that finalizing a job description for the CEO will be a responsibility of and decision for the Consortium Board. We welcome feedback from ExCo on this draft.

## **Next Steps**

After ExCo 16, a second phase of consultancies for Consortium creation will be initiated. During this second phase issues of implementation will be addressed, including the costs of running the Consortium, the composition of the Consortium Office, its location, mechanisms and time lines for the transition from the old System to the new one. Phase II will also include a strategic review and needs assessment of shared services and research support functions that are essential to support the work of the Centres through Mega-Programmes and the SRF and of the Consortium Board and CEO. This will include a cost-benefit analysis to determine the most effective and efficient way to deliver shared services and functions to the Centres. As indicated in the draft Constitution, the results of the phase II consultancies regarding shared services and research support will be used to finalise the text of the Constitution.

Centre Boards will review the final draft constitution as part of the 'package' of information on the reformed CGIAR. This package will include the Strategy and Results Framework, the Mega-Programmes, and a full cost benefit analysis of the organizational arrangements for the Consortium (to be prepared in Phase 2 of consultancies following ExCo 16). It will also need to include descriptions of the finalised organisational arrangements for the Fund and its organs and the accountability relationships between the various components of the new system.

We anticipate indicative decisions by Centre Boards on joining the Consortium by the time of the Business meeting in December. Subject to appropriate due diligence each Centre must undertake, we anticipate formal accession by Centres at their Board Meetings scheduled in early – mid 2010.

A presentation on key elements of the draft Consortium Constitution will be provided at the meeting.

1 **Consortium Constitution<sup>1,2</sup>**

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4 **Article 1: Establishment, name and legal status**

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6 **1.1 Establishment [To be tailored to legal and host country requirements]**

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8 The Consortium of CGIAR-supported (Consultative Group on International  
9 Agricultural Research) Centers (hereinafter referred to as “the Consortium”)  
10 shall be established and shall operate as an autonomous organization,  
11 international in character, in accordance with the provisions of this present  
12 Constitution.

13

14 **1.2 Name [To be tailored to legal and host country requirements]**

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16 The Consortium shall, by the aforesaid name, be a body corporate with  
17 perpetual succession and a common seal.

18

19 **1.3 Legal status [To be tailored to legal and host country requirements]**

20

21 The Consortium is organized exclusively for charitable, educational and  
22 scientific purposes. It has international status and shall be operated and  
23 maintained as a non-profit, autonomous international agency, non-political in  
24 management, staffing and operations.

25

26 The founding members of the Consortium (hereinafter referred to as “Members”  
27 or “the Members”) are:

- 28 • ...[list of founding members]

29

30 **Article 2: Vision, purpose and activities**

31

32 **2.1 Vision and purpose**

33

34 The vision of the CGIAR is to reduce poverty and hunger, improve human  
35 health and nutrition, and enhance ecosystem resilience through high-quality  
36 international agricultural research, partnership and leadership<sup>3</sup>.

37

38 The purpose of the Consortium is to provide leadership to the CGIAR system  
39 and coordinate the activities among Members, to enable them to enhance their  
40 individual and collective contribution to the CGIAR vision through:

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<sup>1</sup> Note: This draft constitution represents guidelines and recommendations for the Consortium governance structure, but may not conform to the final legal standards that govern the Consortium. The final constitution should be reviewed and prepared in conjunction with appropriate legal counsel.

<sup>2</sup> Terminology for specific entities (e.g., “CGIAR”) may be adapted based on future changes to names and structures in the system

<sup>3</sup> From the Maputo reform proposal, 2008

- 41 • Fostering a more conducive international policy environment for
- 42 agricultural research for development and increasing CGIAR relevance
- 43 and effectiveness within the international development institutional
- 44 architecture
- 45 • Enhancing Member research impact through strategic and programmatic
- 46 convergence, concerted action and fostering innovation
- 47 • Significantly expanding the financial resources available to the Members
- 48 to conduct their work
- 49 • Improving the cost-efficiency of each Member and of the CGIAR system
- 50 as a whole through the provision of advice, world class shared services
- 51 and other means
- 52 • Identifying and promoting to the Members opportunities to achieve gains
- 53 in relevance, efficiency and effectiveness

## 54 55 2.2 Activities

56  
57 In order to accomplish its purposes, the Consortium shall engage in the  
58 following types of activities:

- 59 • Developing and refining, together with the Members and with the input of
- 60 a broad range of Partners, a unified strategy to execute to meet the
- 61 vision and purpose set forth in article 2.1, and a Strategic Results
- 62 Framework<sup>4</sup> to translate the strategy into measurable impact targets
- 63 • Engaging and managing relations with Donors and the CGIAR Fund
- 64 (hereinafter “the Fund”), in order to:
  - 65 ○ Gain their input in the ongoing development and refinement of the
  - 66 strategy and Strategic Results Framework as described above
  - 67 ○ Gain approval and funding of Consortium efforts
  - 68 ○ Consolidate reporting of system wide and programmatic progress
  - 69 and operations
  - 70 ○ Otherwise further the Consortium purposes
- 71 • Approving and managing performance of the portfolio of Mega
- 72 Programs<sup>5</sup>, integrated research activities to meet development impact
- 73 needs as defined in the strategy and Strategic Results Framework.
- 74 Mega Programs shall be led by Members; the Consortium’s performance
- 75 management role shall address development impact as well as financial
- 76 and operational performance
- 77 • Reviewing regularly the efficiency and optimal organizational structure
- 78 among the Members and any organizational redesign opportunities, and
- 79 making recommendations aimed at significantly improving efficiency and
- 80 effectiveness
- 81 • Developing, managing and operating shared services and functions to
- 82 support Members and increase operational efficiency

## 83 84 **Article 3: Consortium Office, shared services units, offices [to be refined**

## 85 **and detailed in Phase II]**

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<sup>4</sup> Here and elsewhere in this document, “Strategic Results Framework” should be interpreted to include any such framework with similar purposes

<sup>5</sup> Here and elsewhere in this document, “Mega Programs” should be interpreted to include any such programmatic efforts with similar purposes

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**Article 4: Financial means [To be tailored to legal and host country requirements]**

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**Article 5: Structure and governance**

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The bodies of the Consortium are:

- The Consortium Board (the “Board”) including its Officers (Chair, Vice-chair)
- The Board Committees
- The Members' Group
- The Consortium CEO and Consortium Office
- The Members, locus of research expertise and management

Additionally, bodies with which the Consortium will work in close coordination include:

- The Fund, major financial contributor to the Consortium
- Partners, parties outside of the system with which the Consortium and its Members can cooperate to further the Consortium purpose, as defined in Article 2.1

**Article 6: Board**

**6.1 Objectives**

The Consortium Board will have ultimate authority over the actions of the Consortium, which follow from the roles and responsibilities as defined in Article 6.4. It shall provide leadership and strategic direction in areas of common interest among the Members, as defined in this document. The Board will review and approve the Consortium strategy, Strategic Results Framework, and Mega Programs, and will, supported by the Consortium Office, manage performance as agreed in performance contracts.

**6.2 Membership and eligibility**

**6.2.1 Nominations of Board members:**

Initial Board members will be selected by the Search and Selection Committee following a process approved by the existing Alliance of CGIAR-supported

136 Centers. Subsequent Board members will be selected via a nomination  
137 process described herein:

- 138 • If a Board seat is known to be coming open with any timing other than  
139 the expiration of a normal term, the Chair shall give notice of the vacancy  
140 to the Nominations Committee
- 141 • Once a Board vacancy is posted, the Nominations Committee shall seek  
142 nominations from Board members, Members, Partners, and the  
143 Fund/donors in an open and transparent process.
- 144 • Advised by the Nominations Committee, the Board shall propose  
145 nominee(s) (one per unfilled position) to the Members' Group
- 146 • Each Member shall have one vote for or against each nominee;  
147 nominees are elected by a 3/4 super-majority of the Member in favor
- 148 • If a nominee fails to gain the required number of votes in favor, the  
149 Nominations Committee must propose a new nominee for that vacancy
- 150 • If 3 subsequent nominees for a given vacancy each fail to gain the  
151 required number of votes in favor, any following nominees are elected by  
152 a simple majority of the Members voting in favor, following the process  
153 as above. Nominees who were rejected by 3/4 super-majority vote may  
154 be, at the discretion of the Consortium Board, proposed again for the  
155 simple majority vote

156  
157 Initial Board members will serve two or three-year terms to ensure a staggered  
158 transition, with a maximum of six years of consecutive service. Subsequent  
159 Board members will serve three-year terms, with a maximum of six years of  
160 consecutive service.

161

### 162 **6.2.2 Composition**

163 The Consortium Board composition will be competency-based, ensuring a  
164 balanced skill set and with regard to gender and diversity. It will consist of 10  
165 independent members and 2 observers:

- 166 • 9 voting members selected on individual merit and not to represent  
167 certain bodies or organizations:
  - 168 ○ Membership should reflect policy, science/research and  
169 financial/managerial backgrounds
  - 170 ○ No voting members may concurrently be an officer, trustee or an  
171 employee of a CGIAR-supported Center, office, or program
  - 172 ○ No voting members may concurrently be an officer, trustee or an  
173 employee of any organ of the Fund
  - 174 ○ At least 4 voting members at any given time must not have been  
175 affiliated with the CGIAR in the 3 years prior to joining the  
176 Consortium Board
- 177 • 1 voting *ex officio* member: the Consortium CEO
- 178 • 2 non-voting observers: one representative of Member leadership, as  
179 appointed by the Members' Group, and one representative of the Fund,  
180 as appointed by the Fund Council

181

### 182 **6.2.3 Officers (Chair, Vice-Chair)**

183 In the inaugural Board, the Chair and Vice-chair shall be selected by the Search  
184 and Selection Committee following a process as approved by the existing  
185 Alliance of CGIAR-supported Centers. Subsequent Chairs and Vice-chairs will

186 be selected by the Board, by a simple majority vote among the Board's  
187 members.

188

189 The primary role of the Chair is to further the vision and purpose of the  
190 Consortium in close collaboration with the Board and the CEO.

191

192 The Chair shall determine, in consultation with the Consortium CEO, the  
193 agenda for each Board meeting, and preside over each meeting. The Vice-  
194 Chair shall perform these duties in the event that the Chair is absent.

195

196 The terms of the Chair and Vice-Chair will begin at the meeting in which they  
197 are elected. The term will last for a minimum of a two-year period, unless  
198 decided otherwise by the Board for exceptional reasons.

199

#### 200 **6.2.4 Secretary**

201 The Secretary of the Board shall be designated by the Chair.

202

#### 203 **6.2.5 Voting**

204 Board decisions will be made by consensus to the maximum extent possible.  
205 As a last resort, where a clear decision is required and consensus is not  
206 achievable, the voting members on the Board shall each have one vote. In  
207 case of a tie, the Chair shall cast the deciding vote. Vote by proxy via another  
208 Board member is possible, if communicated to the Chair prior to the meeting/  
209 teleconference. Decisions will be made by simple majority vote unless  
210 otherwise specified and provided a quorum is present.

211

#### 212 **6.2.6 Secret ballot**

213 The Chair will propose to conduct an open ballot by default. The Board may  
214 decide to conduct a secret ballot without restriction.

215

### 216 **6.3 Meeting frequency and interaction**

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#### 218 **6.3.1 Frequency**

219 The Board shall meet and interact as deemed necessary to function effectively.  
220 At a minimum, there should be two in-person Board meetings per year. It is  
221 anticipated that, next to the aforementioned in-person meetings, there will be at  
222 least bi-monthly additional conference calls and regular email updates as  
223 requested by the Chair. Board members are expected to adequately prepare for  
224 all Board and relevant Committee meetings; a significant time commitment is  
225 expected. Beyond the commitment of Board members, the Chair will be  
226 expected to devote as much additional time as is necessary to ensure the  
227 effective functioning of the Board.

228

229 A meeting of the Board will be convened by written notification from the Chair,  
230 or by the Consortium CEO at the direction of the Chair.

231

#### 232 **6.3.2 Special meetings**

233 Special meetings may be called by request of the Chair, 3/4 of the Board  
234 members or 3/4 of the Members.

235

**236 6.3.3 Participation**

237 Board members shall make every reasonable effort to participate in all  
238 meetings. Members may not appoint an alternate to serve in their stead. In the  
239 event a Board member does not attend more than two consecutive meetings,  
240 the membership of such a Board member may be reassessed by the Chair.

241

**242 6.3.4 Quorum**

243 A Board meeting shall not be held unless over one half of all voting members  
244 are present. This rule applies to teleconferences as well as regular meetings of  
245 the Board.

246

**247 6.3.5 Notice and communications**

248 The Consortium Office, in collaboration with the Chair, shall prepare the  
249 agendas and materials for Board meetings. The agenda and materials shall be  
250 circulated to Board members at least two weeks prior to each regular meeting  
251 and one week prior to any special meetings. All advice and recommendations of  
252 the Board will be recorded in minutes of the Board meetings, which shall be  
253 copied to all members of the Board, to be approved and retained in the  
254 permanent records of the Consortium Office. Minutes of each meeting will be  
255 communicated to all members of the Members' Group and the Fund Council  
256 and made available to the general public within 10 business days of each  
257 meeting. The Consortium Office shall support the Board by providing the  
258 required documents and by coordinating communications as required.  
259 Communication with Board members and the Consortium Office may be  
260 conducted by mail, fax, e-mail, or other appropriate means.

261

**262 6.4 Roles and responsibilities**

263

264 Concerning strategy development and funds allocation the Board will:

- 265 • Review and endorse the CGIAR strategy, Strategic Results Framework  
266 and portfolio of Mega Programs
- 267 • Develop a framework for funding, in cooperation with the Fund, to  
268 structure funding flows to address programmatic and structural financing  
269 needs
- 270 • Develop proposals to funders regarding allocation of funds across Mega  
271 Programs, on the basis of proposals submitted by the Mega Program  
272 participants
- 273 • Review and approve fund allocation within Mega Programs, on the basis  
274 of a proposals submitted by the Mega Program participants
- 275 • Decide on allocation of funding across Members and programs, in any  
276 case where funds are given to the Consortium for allocation
- 277 • Review the performance and efficiency of Members
- 278 • Review current and potential organizational structures and advise and  
279 assist Members on appropriate actions

280

281 Concerning Mega Programs the Board will:

- 282 • Appoint lead Members as delegated managers of Mega Programs,  
283 taking into account proposals by participating parties

- 284       • Review and endorse Mega Program proposals including budget, project  
285       structure, performance measures, progress-tracking and reporting  
286       process  
287       • Enter into performance contracts with all Members involved in execution  
288       of the Mega Programs  
289       • Monitor Mega Program performance and decide on (dis)continuance  
290       accordingly  
291

292 In addition, the Board will oversee the Consortium CEO and Office, and in so  
293 doing, will:

- 294       • Select, hire, conduct performance reviews, and determine the continued  
295       employment or removal of the Consortium CEO  
296       • Review, endorse plans for, and, together with the CEO, oversee shared  
297       services and strategic and policy functions [\[to be detailed in Phase 2\]](#)  
298       • Advise Members on policies and best practices in areas of common  
299       interest, including governance, risk management and supporting  
300       functions  
301       • Support the Consortium CEO and Consortium Office in advocacy, public  
302       relations, and communications efforts  
303

304 Finally, in its governance role, the Board will:

- 305       • Review and approve such additional governance and organization  
306       policies as are needed to operate and further the purposes of the  
307       Consortium  
308       • Initiate external reviews of the Consortium functioning and performance  
309       periodically  
310       • Propose amendments to this Constitution to the Members' Group  
311

312 Board members will have fiduciary responsibility for the Consortium's  
313 performance on Mega Programs and for the operations of the Consortium  
314 Office and shared services.  
315

316 Although the Board is ultimately responsible for all roles and responsibilities  
317 stated above, it may delegate tasks to the Consortium CEO and Office as it  
318 sees appropriate.  
319

## 320 **6.5 Deliverables**

321 Board deliverables will include:

- 322       • Final approval of Consortium objectives, strategy, Strategic Results  
323       Frameworks, Mega Programs and fund allocation within Mega Programs  
324       • Final approval of shared services and strategic and policy functions [\[to](#)  
325       [be detailed in Phase 2\]](#)  
326       • Analysis of Member consolidation and other organizational redesign  
327       opportunities  
328       • Annual report on (financial) performance, in a form as chosen by the  
329       Board. The annual report will be distributed to the Members, Fund and  
330       Partners and shall be made available to the general public  
331       • External evaluations commissioned as necessary  
332

- 333       • Meeting minutes, which shall be made available to all involved parties,  
334       including the Members and the Fund Council, and the general public  
335       within 10 business days of each meeting  
336

## 337 **6.6 Compensation**

338  
339 Board members shall receive reimbursement of expenses incurred in the  
340 performance of their duties. They may also receive compensation for their  
341 services as proposed by the Consortium Board and approved by the Members'  
342 Group.  
343

## 344 **6.7 Resignation and removal policies**

345  
346 Any Board member may resign at any time by delivering written notice to the  
347 Chair, or by giving oral notice at any meeting of the Board. Any such  
348 resignation shall take effect at the time specified therein, or if the time if not  
349 specified, upon delivery receipt by the Chair or CEO.  
350

351 Attendance at annual meetings is mandatory (without a compelling reason to be  
352 absent). If a Board member has two consecutive absences from meetings, the  
353 Chair will discuss with that member the viability of his or her continued  
354 involvement on the Board.  
355

356 Board members may be removed from their post for gross negligence of duties, fraud,  
357 or criminal activity. A unanimous vote of the other Board members or a 3/4 super-  
358 majority vote of the Members' Group is provision for removal.  
359

## 360 **Article 7: Committees**

361  
362 The Board shall establish a Nominations and an Audit Committee and may  
363 establish as well such other Committees, working groups, advisory panels and  
364 other similar groups it deems necessary to advise and carry out the business of  
365 the Board efficiently and effectively. These bodies may be composed of Board  
366 members and/or non-Board members. Committees will be established with  
367 defined terms of reference and deliverables. Committees will operate under this  
368 Constitution and any specific committee rules and regulations as may be  
369 adopted and amended by the Board.  
370

371 The Chair shall recommend a qualified candidate to chair a Committee, taking  
372 into account the purpose and mandate of the Committee, and present the  
373 candidate to the Board for approval.  
374

## 375 **8 Members' Group**

376  
377 The Members' Group shall be convened by the Members. Its roles and  
378 responsibilities shall include:

- 379       • Being consulted by and providing advice and feedback to the  
380       Consortium Board

- 381 • Approving Consortium Board members, as nominated by the Board
- 382 Nomination Committee, by a 3/4 super-majority vote (or if 3 subsequent
- 383 nominees are rejected, a simple majority vote)
- 384 • Electing from the Members' Group a non-voting observer to the
- 385 Consortium Board
- 386 • Convening special Board meetings with a 3/4 super-majority vote
- 387 • Casting a "no confidence in the Consortium Board vote" by a 3/4 super-
- 388 majority to publicly express severe disagreement with Consortium Board
- 389 performance, decisions and/or behavior
- 390 • In exceptional cases, removing Consortium Board members with a 3/4
- 391 super-majority vote
- 392 • Approving amendments to the Consortium constitution, as proposed by
- 393 the Consortium Board, by a 3/4 super-majority vote
- 394 • Admitting and removing Members by a 3/4 super-majority vote
- 395 • Approving Consortium continuity per the sunset clause, as defined in
- 396 Article 15.3

397

398 Each Member shall be represented in the Members' Group by its Board Chair  
 399 and Director General. Each Member will have a single vote. A Chair and Vice-  
 400 Chair of the Members' Group will be selected by the Members, by a simple  
 401 majority vote, to facilitate discussions and lead meetings.

402

403 The Members' Group will meet at least annually, either in-person or by  
 404 telephone or video conference. A meeting will be convened by written  
 405 notification from the Members' Group's Chair, the Consortium Board Chair, or  
 406 the Consortium CEO, or by a 3/4 majority of Members.

407

408 The Consortium Office will provide support services to allow the Members'  
 409 Group to execute its roles and responsibilities effectively.

410

## 411 **Article 9: Consortium Chief Executive Officer (CEO) and Consortium**

### 412 **Office**

413

#### 414 **9.1 Consortium Chief Executive Officer (CEO)**

415

416 The Chief Executive Officer of the Consortium shall be selected by the Board.  
 417 The CEO will be both a public face of the Consortium and the leader of the  
 418 Consortium Office organization, which will be recruited and appointed by the  
 419 CEO. The performance of the CEO shall be reviewed by the Board annually.

420

421 The roles and responsibilities of the CEO include:

- 422 • Supporting and advising the Consortium Board and liaising regularly with
- 423 its Chair and members to ensure alignment
- 424 • Coordinating implementation of the Consortium strategy
- 425 • Overseeing day-to-day business of the Consortium, including fund
- 426 allocation, Mega Program execution and performance
- 427 • Conducting advocacy, public relations, and communications efforts,
- 428 including representing the CGIAR at major international fora and other
- 429 relevant meetings, in collaboration with the Board Chair

- 430       • Supporting the Members' Group to enable it to execute its roles and  
431       responsibilities effectively  
432       • Such other activities as the CEO may find necessary to further the  
433       Consortium's purposes  
434

435       The Board may authorize the CEO to appoint one or more deputies to perform  
436       the functions and duties of the CEO in his or her absence.  
437

## 438       **9.2 Consortium Office**

439  
440       The Consortium Office shall consist of a professional staff responsible for  
441       carrying out the day-to-day operations of the Consortium. The powers, duties  
442       and processes for the Office shall be defined in directions as shall be provided  
443       by the Board and CEO.  
444

445       The CEO shall manage the Consortium Office and shall report on its activities to  
446       the Board as and when required by the Board, but at a minimum twice per year,  
447       as determined in directions as shall be provided by the Board.  
448

449       The Consortium Office shall not directly conduct agricultural research.  
450

## 451       **Article 10: Consortium Members**

452  
453       The Consortium Members are the locus of research expertise and research  
454       management within the CGIAR system. Within the framework of this  
455       Constitution, the Consortium should aim to support the Members' autonomy and  
456       flexibility in fulfilling these roles. Correspondingly, the Members empower the  
457       Consortium Board and CEO to execute their roles and responsibilities, as  
458       defined in Articles 6.4 and 9.1 of this Constitution, and consequently shall  
459       accept the authority of the Consortium Board and CEO in decisions regarding  
460       these roles and responsibilities. Additionally, Members are advised to take  
461       action upon the advice of the Consortium Board on areas of common interest,  
462       including organizational structures.  
463

464       The responsibilities of Members include:

- 465       • Adherence to this Constitution  
466       • Execution of high-quality research in accordance with performance  
467       contracts as may be entered into with the Consortium  
468       • Operating in alignment with the Consortium's overall strategy and  
469       Strategic Results Framework  
470       • Operating efficiently  
471       • Reporting on research impact and efficiency to the Consortium, as  
472       described in this document, any by-laws, or any performance contracts  
473

474       The collective rights of Members are listed in Article 8 describing the Members'  
475       Group. The rights of Members individually include:

- 476       • Making funding proposals to the Consortium  
477       • Leading Mega Programs, if designated a lead Member by the  
478       Consortium Board

- 479 • Receiving a copy of all required reporting from the Consortium Board and
- 480 Office to the Fund
- 481 • Securing bi-lateral funding
- 482 • In extraordinary circumstances, leaving the Consortium
- 483 • Other rights as included in individual performance contracts
- 484

485 Members may be added or removed by a 3/4 super-majority vote of the  
 486 Members' Group.

487

## 488 **Article 11: Other bodies**

489

### 490 **11.1 Fund**

491

492 It is anticipated that the Consortium will collaborate closely with the Fund and  
 493 the Fund Council as its governing body, as the Fund is envisioned to be the  
 494 Consortium's major financial contributor. It is anticipated that funding transfers  
 495 from the Fund to the Consortium will be governed via performance contracts. In  
 496 addition, the Fund will be consulted on relevant issues, which may include the  
 497 Consortium strategy and Strategic Results Framework, the portfolio of Mega  
 498 Programs and Board member selection. In addition, the Fund will have a non-  
 499 voting observer to the Board.

500

### 501 **11.2 Partners**

502

503 Partners are parties outside of the Consortium and the Fund, with which the  
 504 Consortium will cooperate to further its purposes, as defined in Article 2.1.  
 505 These can include national agricultural research systems (NARS), regional fora,  
 506 advanced research institutions, private sector organizations, non-governmental  
 507 organizations, and donors.

508

## 509 **Article 12: Conflicts of interests [To be tailored to legal and host country 510 requirements]**

511

### 512 **12.1 Definitions**

513

514 *A Conflict of Interest* will be deemed to exist whenever a Board member, Officer  
 515 or Committee member (the "Conflicted Person") is in the position to approve or  
 516 influence Consortium policies or actions that involve a transaction to which the  
 517 Conflicted Person or a member of his or her immediate family is a party or that  
 518 could ultimately harm or benefit a Material Financial Interest of the following: ...

519

520 *A Material Financial Interest* means a financial interest in a transaction that  
 521 would reasonably be expected to impair the objectivity of the Conflicted Person  
 522 when participating in action regarding the transaction...

523

524 *A Disqualified Board member* means a Board member who, directly or through  
 525 an immediate family member, has a familial, financial, professional or  
 526 employment relationship with a Conflicted Person that would reasonably be  
 527 expected to impair the objectivity of the Board member's judgment when  
 528 participating in the action to be taken...

529

530 **12.2 Disclosure of Conflicts of Interest and Disqualifying Relationships**

531

532 A Conflicted Person who has or learns about a Conflict of Interest shall disclose  
533 promptly the material facts surrounding the Conflict of Interest: ...

534

535 **12.3 Approval of Transactions Involving Conflicts of Interest**

536

537 Following receipt of information concerning a Conflict of Interest and any  
538 disqualifying relationships...

539

540 **12.4 Validity of Transactions**

541

542 No transaction involving a Conflicted Person shall be either void or voidable for  
543 this reason alone or by reason alone that the Conflicted Person...

544

545 **Article 13: Relationship with other organizations**

546

547 In order to achieve its objectives in the most efficient way, the Consortium may  
548 enter into agreements for close cooperation with relevant national, regional or  
549 international organizations, foundations and agencies. Members will retain  
550 autonomy to engage in any agreements with third parties.

551

552 **Article 14: Rights, privileges and immunities [To be tailored to legal and  
553 host country requirements]**

554

555 • The Consortium shall make arrangements with its host country to ensure  
556 that the Consortium, its staff members and official visitors shall enjoy in  
557 the territory of the host country the same rights, privileges and  
558 immunities as customarily accorded to other international organizations,  
559 their officials, staff and official visitors. Such rights, privileges and  
560 immunities shall be specifically defined in a Consortium office Agreement  
561 with the host country

562 • Similarly, the Consortium may enter into agreements with other countries  
563 in which it works for the purpose of granting the Consortium, its officials  
564 and staff such privileges and immunities as are required for such work

565 • The privileges and immunities referred to in the preceding paragraphs  
566 are to be provided solely to ensure in all circumstances the unimpeded  
567 functioning of the Consortium, and the complete independence of the  
568 persons to whom they are accorded.

569

570 **Article 15: Amendment, bylaws and dissolution [To be tailored to legal  
571 and host country requirements]**

572

573 **15.1 Amendment**

574

575 [It is envisioned that any amendments to this Constitution must first be  
576 approved by 3/4 of the members of the Consortium Board, and then by 3/4 of  
577 the Members' Group. Specific language will be tailored to legal and host  
578 country requirements.]

579

**580 15.2 By-laws**

581

582 The Board may adopt By-laws and other internal guidelines which will include  
583 financial and audit regulations and which shall be subject to ...

584

**585 15.3 Sunset clause**

586

587 Ten years after the formal establishment of the Consortium, the Board is  
588 obligated to commission a review of the value and sustainability of the  
589 Consortium. The Members, Fund, and Partners should be consulted as part of  
590 this review. The Board shall present the review findings and its conclusion to  
591 the Members' Group and the Fund Council. The Consortium will be dissolved if  
592 the Members' Group approves the both dissolution of the Consortium and a  
593 transition plan, each by a 3/4 majority.

594

**595 15.4 Dissolution and Liquidation**

596

597 If the Consortium is unable to continue its activities, the Board shall notify the  
598 Members' Group of the situation of the Consortium.

599

600 The Consortium may be dissolved in accordance with Civil Code. The Board  
601 shall carry out the liquidation unless it designates another party to act as a  
602 liquidator.

603 In the event of liquidation of the Consortium, its remaining assets shall  
604 [...destination of assets...].

605

**Glossary**

607

608 *Alliance of CGIAR-supported Centers*: Current coalition of the 15 Centers  
609 supported by the CGIAR

610

611 *Board*: Board of the Consortium (unless otherwise specified)

612

613 *CGIAR-supported Centers or Centers*: The independently-chartered international  
614 research institutions (currently 15) which are the locus of research expertise and  
615 research management within the CGIAR system. Also referred to as “Members” of the  
616 Consortium

617

618 *CGIAR system or CGIAR or system*: The global network of donors and international  
619 agricultural research Centers, including all governing and advisory bodies

620

621 *CGIAR Fund or Fund*: A multi-donor fund that serves as a strategic financing facility  
622 for the Consortium programmatic and structural financing needs

623

624 *Chair*: Chair of the Consortium Board (*unless otherwise specified*)

625

626 *Consortium CEO or CEO*: Chief Executive Officer of the Consortium

627

628 *Consortium*: Legal entity established by the CGIAR-supported Centers to  
629 provide leadership to the CGIAR system and coordinate the activities among  
630 Member Centers

631

632 *Consortium Members or Member Centers or Members*: Research institutions  
633 that form the Consortium

634

635 *Consortium Office*: The broader office of the Consortium CEO and support unit  
636 of the Consortium

637

638 *Fund Council*: The decision-making body for the CGIAR Fund acting on behalf of the  
639 Fund donors

640

641 *Mega Programs*: Integrated research activities to meet development impact  
642 needs as defined in the strategy and Strategic Results Framework

643

644 *Members' Group*: The convening of the Members to determine and express  
645 their collective interests

646

647 *Nominations Committee*: Consortium Board Committee charged and  
648 empowered by the Consortium Board to advise it on the nomination of Board  
649 member candidates

650

651 *Partners*: Parties outside of the Consortium and the Fund with which the  
652 Consortium will cooperate to further its purposes

653

- 654 *Performance contracts*: Binding agreements between the Consortium and  
655 Members and Partners on Mega Programs that define mutual obligations,  
656 expectations and terms  
657  
658 *Strategic Results Framework*: A framework to translate the Consortium's  
659 strategy into measurable developmental impact targets

**Organization: Consortium of CGIAR (Consultative Group on International Agricultural Research) –supported Centers**  
**Position: Inaugural CEO**

**Organization description**

**CGIAR**

The CGIAR, established in 1971, is a strategic partnership, whose 64 donors support 15 international Centers, working in collaboration with many hundreds of government and civil society organizations as well as private businesses around the world. CGIAR donors include 21 developing and 26 industrialized countries, four co-sponsors as well as 13 other international organizations. Today, more than 8,000 CGIAR scientists and staff are active in over 100 countries throughout the world.

The Centers supported by the CGIAR generate science and technologies to reduce poverty and hunger, improve human health and nutrition, and enhance ecosystem resilience through-high quality international agricultural research, partnership and leadership. This results in the following strategic objectives:

- *Food for People:* Create and accelerate sustainable increases in the productivity and production of healthy food by and for the poor
- *Environment for People:* Conserve, enhance and sustainably use natural resources and biodiversity to improve the livelihoods of the poor in response to climate change and other environmental challenges
- *Policies for People:* Promote policy and institutional change that will stimulate agricultural growth and equity to benefit the poor, especially rural women and other disadvantaged groups

**Consortium**

To respond more effectively to changing development needs, in 2008-2009 the CGIAR donors, CGIAR-supported Centers and stakeholders have initiated the founding of the Consortium of CGIAR-supported Centers. Its purpose is to enable the Member Centers to enhance their individual and collective contribution to the achievement of international development goals. As such, the Consortium will provide its Members with leadership and strategic direction in areas of common interest, including "Mega Programs," the large-scale research programs executed by the Members and selected partners. In addition, the Consortium will provide its Members with shared functions, research platforms and policies to improve overall CGIAR effectiveness and efficiency. As a newly founded organization, the Consortium will be further developed by its inaugural Board and CEO.

**Job description and responsibilities**

The CEO will be both a principal representative of the Consortium and the leader of the Consortium office. Under the general direction of the Consortium Board and in cooperation with the Members, the CEO will lead the development of the CGIAR's impact targets, strategic positioning, and, at a high level, its programmatic portfolio of Mega Programs. The CEO also will work closely with the CGIAR Fund to secure and agree on the funding of the Mega Programs. The CEO will be responsible for the success of the portfolio in producing the desired impact. At the same time, the CEO will manage a high-quality shared services organization which will provide superior customer service to Members and increase system efficiency and effectiveness, in order to preserve resources for research. Finally, the CEO will represent the CGIAR in international fora and will

## APPENDIX 2

represent the Consortium as it seeks to build relationships with Members, donors, and partners.

The CEO's primary responsibility is to lead the Consortium as it seeks to achieve its purpose through:

- Fostering a more conducive international policy environment for agricultural research for development and increasing CGIAR relevance and effectiveness within the international development institutional architecture
- Enhancing Member research impact through strategic and programmatic convergence, concerted action and fostering innovation
- Significantly expanding the financial resources available to the Members to conduct their work
- Improving the cost efficiency of each Member and of the CGIAR system as a whole through the provision of advice, world class shared services and other means
- Identifying and promoting to the Members opportunities to achieve gains in relevance, efficiency and effectiveness

As the Consortium organization is still being developed, the CEO will have an integral role in further designing the Consortium's role to achieve its purposes.

The CEO reports directly to the Consortium Board, which has ultimate responsibility over the Consortium of CGIAR-supported Centers.

The CEO will have the following responsibilities:

### *Internal*

- Contribute to the development of and implement the overall CGIAR strategy and portfolio of Mega Programs, in close cooperation with Members and partners
- Lead the realization, further development of the Strategy and Results Framework, a framework of agreed impact targets and resulting performance measures to monitor Mega Program performance and account for donor and other stakeholder investments
- Manage the development of Mega Program proposals, budgets and performance contracts with involved Members and partners
- Manage directly or through staff the Consortium Office functions, such as overarching HR and finance functions and development of best practices to advise Members on common areas regarding governance, HR, financial management and risk management
- Manage directly or through staff the shared service organization:
  - Identify and set up such shared functions and research platforms as needed to optimize Consortium effectiveness and efficiency
  - Engage Members to identify most value adding services and ensure their continuing involvement
  - Recruit, manage and review managers of the shared service organization
- Develop an annual Consortium office budget for Consortium Board approval, ensure adherence to this budget and prudent spending as is deemed appropriate for a development organization
- Establish an effective system for liaising with Members to ensure coordination and alignment
- Support and advise the Consortium Board and liaise regularly with its Chair and members

## APPENDIX 2

### *External*

- Represent the Consortium in negotiations with and reporting to the CGIAR Fund and, as needed, individual CGIAR donors, which include governments, NGOs, and foundations. This includes coming to agreement with them on the CGIAR strategy, negotiating funding and performance contracts, and keeping them informed and involved in CGIAR performance and achievements.
- Build strategic collaboration and relations with external partners, including private sector, institutions and relevant NGOs, ARIs and national agricultural research systems, to enhance the CGIAR development impact
- Conduct advocacy efforts to expand the CGIAR's positioning and brand, including representing the CGIAR at top-level international fora and other relevant meetings

### **Qualifications**

#### *Education*

- Advanced degree in a relevant field

#### *Experience*

Candidates should have:

- Substantial work experience in senior executive leadership and management positions in large, international and multicultural organizations
- An excellent track record of strong and successful decision making and significant impact from senior executive leadership positions

While it is not expected that qualified candidates will have all of the following, consideration also will be made for:

- Successful experience as a senior leader of a substantive change process (e.g., merger, restructuring)
- Executive leadership experience in a research or research-for-development organization
- Experience in a development organization and/or in developing countries
- Expertise, degrees, and/or experience in field, laboratory, and/or policy research

#### *Skills*

A leading candidate will be:

- An inspiring leader and effective networker with a world-class reputation
- An effective people manager with strong results orientation
- An exceptionally strong team player and consensus builder who excels in a dynamic international and multicultural environment
- Excellent in interpersonal and communication skills
- Politically astute and sensitive, and an excellent negotiator
- Strong in analytical skills and strategic capabilities to ensure effective management and decision making

Candidates should have a clear passion and commitment to the Consortium vision and purpose.