



# Request for Proposal

## CGIAR System Transition Adviser for a new CGIAR Advisory Services Shared Secretariat in Rome

### A. Purpose

CGIAR is a global research partnership for a food-secure future. CGIAR science is dedicated to reducing poverty, enhancing food and nutrition security, and improving natural resources and ecosystem services. Its research is carried out by 15 CGIAR centers in close collaboration with hundreds of partners, including national and regional research institutes, civil society organizations, academia, development organizations and the private sector.

CGIAR's Funders provide guidance and financial resources for CGIAR Research. Representatives of Funders and developing countries meet as a [System Council](#) to keep under review the strategy, mission, impact and continued relevancy of the CGIAR System in a rapidly changing landscape of agricultural research for development.

In May 2018, the System Council considered and approved a future layout for the CGIAR System's advisory functions on science for development advice, impact assessment, and evaluations.<sup>1</sup> The approval included agreement to establish a new CGIAR Advisory Services Shared Secretariat ('Shared Secretariat') to support the three functional responsibilities contemplated by the System Council's decision.

Implementation of this decision will require moving from the existing model of two co-located multidisciplinary expert teams ([ISPC Secretariat](#) and [Independent Evaluation Arrangement](#)) into the new single Shared Secretariat that will be located at new premises. Anticipated to be established by not later than 1 April 2019, the new Shared Secretariat will have functional responsibility to support: external experts appointed to CGIAR's new Independent Science for Development Council ('ISDC'); CGIAR's Standing Panel on Impact Assessment ('SPIA'); and those undertaking independent external evaluations in line with a multi-year Evaluation Plan approved by the System Council.

The CGIAR System Organization is mandated by the Charter of the CGIAR System Organization to provide operational support to the System Council and enter into agreements to deliver on System Council decisions as appropriate. The System Management Office of the System Organization serves as a Secretariat for the System Council.

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<sup>1</sup> System Council 6<sup>th</sup> Meeting, 16-17 May 2018: Chair's Summary and decisions taken are here: [https://www.cgiar.org/wp/wp-content/uploads/2018/05/SC6-08\\_Chairs-Summary.pdf](https://www.cgiar.org/wp/wp-content/uploads/2018/05/SC6-08_Chairs-Summary.pdf)

## B. What we are seeking

We are currently seeking an experienced human resource/organizational development transition professional to serve as the main point of contact and the responsible party for managing the change management processes required to form a new CGIAR Advisory Services Shared Secretariat ('Shared Secretariat') to support CGIAR's independent scientific, impact assessment and evaluation functions. Informed by a Shared Secretariat Transition Action Plan adopted with effect from 1 October 2018, key accountabilities include:

1. Designing and implementing a communications strategy to ensure proactive, effective engagement with all relevant stakeholders during implementation of the Transition Action Plan;
2. Working in collaboration with key stakeholders to establish the initial organizational structure/reporting lines for the 9 Shared Secretariat roles;
3. Leading the processes required to appoint/recruit the 9 Shared Secretariat roles according to the recruitment policies and practices of the CGIAR System Organization; and
4. Providing counsel and support to current personnel engaged with ISPC Secretariat and IEA regarding the transition and identifying and coordinating with an outplacement provider as relevant during the transition phase.

The **Terms of Reference for the Shared Secretariat** set out at [Appendix 1](#) and the **Transition Action Plan** set out at [Appendix 2](#) each form an integral part of this Request for Proposals.

## C. Deliverables and timeline

Deliverables: Under the direction and overall guidance of the CGIAR System's [Strategic Impact, Monitoring and Evaluation Committee](#) through its Chair, and with the day-to-day administrative support of the Human Resources team of the CGIAR System Organization, deliverables according to the timetable set out in the Transition Action Plan include:

1. Rapidly becoming familiar with the decisions and agreed actions of the CGIAR System Council regarding the establishment of the Shared Secretariat, reaching out to relevant stakeholders as determined appropriate to garner additional information.
2. By 24 October 2018, in consultation with other members of a 'Role Comparison Panel' (refer paragraph 4.4 of the CGIAR System Advisory Services Shared Secretariat Transition Plan), determine the initial organizational/reporting structure within the Shared Secretariat, taking counsel from relevant stakeholders.

3. On 24 October 2018, be available to speak in person with the current ISPC Secretariat and IEA staff in a familiarization session, and to speak to next steps on formation of the Shared Secretariat.
4. By 26 October 2018, design and deliver a detailed job description in the Bioversity International format to implement decisions of the Role Comparison Panel, together with a draft advertising strategy for the role of the Head, Shared Secretariat for adoption in line with the Transition Action Plan.
5. During November and December 2018, design and proactively drive the external recruitment process for the Head, Shared Secretariat using a merit-based, open and competitive selection process, supported by the recruitment and administrative processes of the CGIAR System Organization. Elements of the recruitment process are expected to include, at a minimum, the following:
  - a. Drafting the proposed terms of reference for the Selection Panel for the role of Head, Shared Secretariat, to facilitate electronic approval of those terms of reference by the CGIAR System Council;
  - b. Supporting development and publishing of relevant vacancy announcements by the CGIAR System Organization Human Resources team based on the job description developed under paragraph 4 above;
  - c. Receiving and reviewing applications, managing the interviews and any testing processes, and creating a shortlist of candidates for the Selection Panel in accordance with the Panel's guidance and direction;
  - d. Briefing candidates about the responsibilities, salary range and benefits of the role of Head, Shared Secretariat;
  - e. Organizing the scheduling of interviews for candidates as requested by the Selection Panel;
  - f. Informing candidates about the results of their interviews on behalf of the Selection Panel;
  - g. In collaboration with the System Organization's relevant officer, and based on the counsel of the SIMEC Chair, negotiating the remuneration package within pre-agreed parameters and finalizing arrangements between System Organization and the candidate; and
  - h. Providing the appropriate final report(s) on the appointment process as may be required by the System Organization and/or SIMEC.
6. Concurrently in November and December 2018, implement the steps of the Transition Action Plan regarding filling the 8 other Shared Secretariat staffing roles, taking action to confirm roles; internally compete roles; or externally compete roles as relevant.
7. Drawing on inputs provided by FAO and from other networks, identify an appropriate Rome-based outplacement assistance provider (or providers) for appointment by the

System Organization, and proactively work to ensure the take-up of the service(s) by relevant staff.

8. Throughout the consultancy, proactively seek the inputs of key stakeholders to draw on relevant experience and expertise as proposed by the Transition Plan, including, without limitation, the Executive Director of the ISPC Secretariat, the Head of IEA, and the Chairs of CGIAR’s Independent Science and Partnership Council, and its Standing Panel on Impact Assessment.
9. Prepare a recommended staff induction plan for the Shared Secretariat and work with relevant officers of the System Organization and Bioversity International to identify strategies for successful implementation.
10. At least monthly, prepare a progress update against relevant responsibilities of the Transition Action Plan for dissemination to current ISPC Secretariat and IEA Staff, the System Organization, Bioversity International, the System Management Board and the System Council.
11. Throughout the consultancy, serve as source of expertise on change management and transition processes to existing staff of the ISPC Secretariat, the IEA, relevant selection panels for roles to be filled through competitive processes, and SIMEC, as well as the CGIAR System Organization and Bioversity International to the extent relevant.
12. Prepare a final report of activities undertaken to implement relevant aspects of the Transition Action Plan and submit the final report to SIMEC, with a copy to the CGIAR System Organization.

Timeline:

13. The consultancy is anticipated to begin by not later than Monday 22 October 2018 (and preferably earlier) and the duration of the assignment will be 60-80 working days spread over 7 months (October 2018-April 2019). The first 40 days of the engagement are expected to be delivered during the initial two months of the consultancy.

## D. Knowledge, skills, and abilities

The ideal candidate will have a combination of the following:

Education and Experience:	Key Technical Competencies:
<p><b>Required</b></p> <ul style="list-style-type: none"> <li>• Advanced university degree in people management and/or organizational development, education or other relevant discipline</li> </ul>	<ul style="list-style-type: none"> <li>• Collaborative team player with experience in change management who can inspire trust and passion, establish productive relationships, and treat all individuals with fairness and respect</li> </ul>

Education and Experience:	Key Technical Competencies:
<ul style="list-style-type: none"> <li>• At least 10 years’ post-qualification experience in a relevant organizational leadership and development setting, with progressive responsibility in stewarding complex change-management processes in an international setting</li> </ul> <p><b>Preferred</b></p> <ul style="list-style-type: none"> <li>• Senior position in a global careers’ services firm for a minimum of 5 years</li> <li>• Working with governance bodies</li> <li>• Certification in Project Management (e.g. Prince2, PMP)</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated capacity to multitask and remain flexible in the face of changing conditions</li> <li>• Highly organized</li> <li>• A goal-orientated approach to work</li> <li>• Effective communicator in English with political savvy and ability to navigate and manage informal and formal relationships</li> <li>• Demonstrated capacity to act in a transparent manner whilst ensuring that individual information remains confidential</li> </ul>

#### Eligibility criteria for consultancy

The following persons are not eligible to put forward a proposal:

- Have worked as a staff member or consultant for FAO (including as a contractor for the ISPC Secretariat or IEA), Bioversity International or the CGIAR System Organization at any time and for any period in the two years prior to 1 October 2018.
- A spouse or family member of a current staff member or consultant of FAO, Bioversity International or the CGIAR System Organization.

#### Consultancy Details

- Home-based with travel to Montpellier, France, and Rome, Italy according to the relevant CGIAR System Organization travel policy.
- Virtual consultations are expected to be undertaken by Skype and/or through a [www.bluejeans.com](http://www.bluejeans.com) portal. Access to the latter will be facilitated by the CGIAR System Organization.
- Consultants are responsible for all tax liabilities arising from this assignment.
- Consultants are responsible for securing their own insurance arrangements.

The CGIAR System Organization’s standard terms and conditions applicable to this consultancy are set out at Appendix 3.

#### Evaluation and Selection Criteria

Criteria for evaluation of proposals will be based on the following assessment:

**Narrative proposal** (90% weighting)

- Quality and relevance of the technical proposal (refer section F. below)
- ‘Required education and experience’, and consideration of ‘Preferred education and experience’ as an additional benefit
- Recent experience in working with a complex international corporation or not-for-profit organization.

**Budget proposal** (10% weighting)

- Clarity and relevance of the proposal costs (refer section F. below)
- Value for money as perceived by the CGIAR System Organization in the context of operating in a not-for-profit context.

The CGIAR System Organization will be the final arbitrator on the award of any consultancy contract based on submitted proposals without further submissions, clarifications, discussions or negotiations. Therefore, each proposal submitted by the closing date should already contain the bidder’s best technical and budget terms.

## E. Who we are

CGIAR is a global research partnership for a food-secure future. CGIAR science is dedicated to reducing poverty, enhancing food and nutrition security, and improving natural resources and ecosystem services. Its research is carried out by 15 CGIAR Centers in close collaboration with hundreds of partners, including national and regional research institutes, civil society organizations, academia, development organizations, and the private sector. These 15 Centers have close to 10,000 staff based in over 50 countries.

The CGIAR System Organization, which is an international organization headquartered in Montpellier, France, provides governance to the CGIAR System in collaboration with the System Council and has about 40 staff. The Organization is committed to cultivating a work environment that reflects teamwork, gender equality, and respect for diversity. We endeavor to foster a multi-cultural environment that is free of any form of harassment and discrimination; and that embraces and values individuals regardless of age, ethnicity, race, gender, national or social origin, marital status or any other form of personal identity.

Please find more information about CGIAR at [www.cgiar.org](http://www.cgiar.org)

## F. How to submit a proposal

Please submit a narrative proposal and a budget proposal as two separate documents to [smo-procurement@cgiar.org](mailto:smo-procurement@cgiar.org). Both documents can be attached to the same email.

1. The **narrative proposal** must consist of no more than 10 pages (excluding annexes) using Microsoft Word or similar format. Font size must not be smaller than 11pt Arial normal. Margins should be set to the standard Microsoft 'A4 Normal' setting. The format of the narrative proposal is set out in table 1 below.

Table 1: Format of Narrative Proposal

Contents	Maximum no. of pages
<b>Executive Summary</b> , specifically setting out the merits of your proposal	1
1. <b>Your understanding of our requirements</b> (informed by completing comparable assignments)	1
2. <b>Your suggested approach</b>	
a. Approach to implement part B of the Transition Action Plan, including methodologies you will adopt to ensure effective stakeholder engagement	2
b. Perceived risks, and suggested strategies to mitigate such risks	1
c. How you will maximize the value added and minimize effort/fees	1
3. <b>Relevant Experience</b>	2
a. Education, experience and competencies – with a minimum of 2 references who we may contact at our discretion	
b. Your knowledge and/or experience of CGIAR/its Centers, its Partners and the agriculture science sector	
4. <b>Reporting</b>	1
a. Timing and format of status updates including potential observations and leading practice suggestions	
b. Form of final deliverable (including indicative table of contents of final report)	
5. <b>Other Information</b>	1
a. A statement disclosing any real, apparent or perceived conflict of interest in the delivery of the consultancy	
b. A statement of any fees earned from CGIAR/its Centers/or any related partner since 1 July 2016 to present	
6. <b>Appendices</b> (any other/supplementary information you wish to submit)	(at your discretion)

2. The **budget proposal** must be presented using Microsoft Excel or similar format and consist of, at a minimum, the following line items: consultant time, resources, travel. The budget must be presented in euros.

All proposals must be received no later than **12noon, Montpellier, France local time on Monday 15 October 2018**. Only electronically submitted proposals will be considered. Late proposals will not be considered.

Enquiries on the consultancy may be submitted in writing only, addressed to [smo-procurement@cgiar.org](mailto:smo-procurement@cgiar.org) by not later than Thursday 11 October 2018. Responses will be provided within 1 working day of receipt.

## Terms of Reference of the Shared Secretariat for CGIAR Advisory Services

### 1. Context

- 1.1 The CGIAR Advisory Services Shared Secretariat ('Shared Secretariat') provides operational support for CGIAR's Independent Science for Development Council ('ISDC'), CGIAR's Standing Panel on Impact Assessment ('SPIA'), and implementation of the CGIAR System's multi-year evaluation plan as approved by the System Council.<sup>1</sup>
- 1.2 Within this strategic context, the System Council has agreed that the following operational principles<sup>2</sup> guide the role and operations of the Shared Secretariat:
  - a. **Independence of advice**, being neither Funders nor implementers of CGIAR research programs and/or platforms and avoiding other potential conflicts of interest;
  - b. **Improved efficiency**, with a view to providing advice that maximizes CGIAR's impact while reducing overall costs;
  - c. **Improved communication**, such that various assessments and evaluation workstreams in the System are aligned with CGIAR Business Plan cycles;
  - d. **Improved and systematic linkage between science and development through innovation and effective partnerships**, such that innovation and partnerships are embedded in all aspects of CGIAR's advisory services;
  - e. **Higher ownership and improved coordination of the advice by the System itself**, such that the advice provided by the advisory services needs to be communicated to and formally discussed by the System Council on a regular basis.
- 1.3 These terms of reference shall be effective on 1 January 2019.

### 2. Key Terms

- 2.1 As used in these terms of reference, the capitalized terms or acronyms have the meanings set out below:

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<sup>1</sup> In respect of the evaluation plan, refer to Article 6.1(cc) of the CGIAR System Framework

<sup>2</sup> Outlined in 'The Future of CGIAR's Advisory Bodies SIMEC Thinkpiece' tabled at the 6<sup>th</sup> System Council meeting, 16-17 May 2018, Berlin, Germany, [https://www.cgiar.org/wp/wp-content/uploads/2018/05/SC6-05\\_SIMEC\\_ThinkPiece\\_SC-AdvisoryBodies.pdf](https://www.cgiar.org/wp/wp-content/uploads/2018/05/SC6-05_SIMEC_ThinkPiece_SC-AdvisoryBodies.pdf)

- a. **Assurance Oversight Committee ('AOC')**, as defined by the *CGIAR System Framework*, is a standing committee of the System Council, with a majority of external independent members, the purpose of which shall be to provide:
  - i. The System Council with assurance of the completeness and effectiveness of the Internal Audit Function and the independence of external audit functions;
  - ii. A structured reporting line between internal and external auditors and the System Council; and
  - iii. Oversight of System-wide governance, risk management and internal controls.<sup>3</sup>
  
- b. **CGIAR Business Plan** is a 3-year implementation plan that provides a common planning framework to ensure better alignment in how CGIAR operates as a System, and successive 3-year plans are intended by the System to provide that alignment through to delivery against CGIAR's end-2030 System Level Outcomes.
  
- c. **CGIAR Research** means the research carried out by the Centers and CGIAR System Partners in support of the CGIAR Strategy and Results Framework.<sup>4</sup>
  
- d. **CGIAR System Organization ('System Organization')**, as defined by the *Charter of the CGIAR System Organization ('Charter')*, is the international organization governed by the Charter, with its organs being the System Management Board and System Management Office.<sup>5</sup>
  
- e. **Strategic Impact, Monitoring and Evaluation Committee ('SIMEC')**, as defined by the *CGIAR System Framework*, is a standing committee of the System Council, with members representing System Council members, the "purpose of which shall be to assist the System Council in review of the research program evaluations, oversight of the strategic direction of the System Organization and efficiency, effectiveness and impact off CGIAR Research"<sup>6</sup>

### 3. Mandate

- 3.1 The Shared Secretariat is responsible for delivery of the following functions in a manner that ensures maximum efficiency and cost-effectiveness and alignment to successive CGIAR Business Plans:
  - a. Supporting the Independent Science for Development Council ('ISDC')
  - b. Supporting the Standing Panel on Impact Assessment ('SPIA')
  - c. Supporting implementation of the CGIAR System multi-year evaluation plan in a

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<sup>3</sup> Article 8.2(a) of the CGIAR System Framework.

<sup>4</sup> Definition from the CGIAR System Framework. CGIAR Research was defined this broadly to incorporate all the sources of funding for such research, whether from the CGIAR Trust Fund or bilateral.

<sup>5</sup> Article 2 (j) of the Charter of the CGIAR System Organization or 'Definition' (i) of the CGIAR System Framework

<sup>6</sup> Article 8.2 (b) of the CGIAR System Framework

manner that meets the CGIAR System's strong need for rigorous high quality independent evaluations to inform decision making across the System

- 3.2 **Support to ISDC operations:** Aligned to successive multi-year CGIAR Business Plans and in line with the System Council approved multi-year workplan and budget for ISDC, the Shared Secretariat will support ISDC in carrying out its work, with responsibilities including but not limited to:
- a. Supporting delivery of the four major pillars of ISDC's role as set out in its terms of reference, namely:
    - i. Supporting ISDC foresight<sup>7</sup> activities at relevant intervals, to inform deliberations by the System Council, in consultation with the System Management Board, on future critical agricultural research for development areas for which CGIAR has a comparative advantage.
    - ii. Supporting ISDC horizon scanning<sup>8</sup> activities to put before the System emerging issues and trends for potential incorporation into the CGIAR Research portfolio at strategic opportunities.
    - iii. Supporting ISDC priority setting exercises and analyses to inform periodic proposal development and assessment processes as necessary.
    - iv. Providing strategic guidance and oversight to periodic proposal assessment processes to ensure a robust impartial assessment of the focus, scientific excellence, adequacy of scientific and institutional research resource capacity, and potential for impact of funding requests for research proposals, but with the ISDC not themselves being involved in the technical review of the proposals.
  - b. At relevant junctures in successive CGIAR Business Plan cycles, taking the relevant actions to provide effective, digestible information to inform System Council deliberations, and as requested by the System Council, System Management Board deliberations, on ISDC foresight and horizon scanning advice.
  - c. Maintaining a register of external subject matter experts to undertake independent proposal assessments that are moderated by the ISDC, and taking the necessary actions to contract that expertise at relevant junctures. In this regard, the Shared Secretariat works under the direction of the ISDC to assemble relevant expertise associated with tasks being carried out regarding research, science partnerships, and links to broader development agendas and Funder needs.

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<sup>7</sup> Foresight studies are periodically (typically each 6 – 10 years) commissioned by the System Council to inform the development of CGIAR's longer term research strategy, with a view to ensuring that CGIAR's research agenda is resilient to the future.

<sup>8</sup> Horizon scanning exercises are periodically (each 3 years) commissioned by the System Council to provide analysis on how emerging trends and developments might potentially affect CGIAR's current research agenda.

- d. Supporting the search, selection and onboarding process for ISDC members, working in close collaboration with the System Council Secretary in regard to required System Council approvals.
- e. Providing a visible, effective conduit for representatives of the System Organization, Centers, CGIAR Research programs and platforms to have a formal channel of communication to ISDC on inputs and/or matters of concern in respect of ISDC operations, in a manner that adheres to the ISDC's agreed rules of practice regarding the maintenance of the ISDC's independence and impartiality.
- f. Providing content to maintain up-to-date online mechanisms for communication and access of information relevant to the operations of ISDC on the System's [www.cgiar.org](http://www.cgiar.org) website.
- g. Such other additional tasks and responsibilities as may be approved by the System Council as key focus areas within each of multi-year Shared Secretariat workplan arising from System Council decisions.

**3.3 Support to SPIA operations:** Aligned to successive multi-year CGIAR Business Plans and in line with the System Council approved multi-year workplan and budget for SPIA, the Shared Secretariat will support SPIA in delivery against its mandate, with responsibilities including but not limited to:

- a. Supporting the two major pillars of SPIA's role as set out in its terms of reference, namely:
  - i. Expand and deepen evidence of impact of CGIAR research investments on CGIAR Strategy and Results Framework outcomes and associated Sustainable Development Goals, including through research into innovative impact assessment methods and practices, including those beyond science and economic performance; and
  - ii. Support CGIAR's strong commitment to embed a culture of impact assessment into the System, with particular effort focused on supporting CGIAR Centers and programs to build their own capacity for impact assessment, and identify strategic impact assessment opportunities and design strong studies.
- b. As relevant to the delivery of System Council approved multi-year work plans and budgets, stewarding the delivery of a mid to longer-term impact assessment strategy and/or implementation plan that delivers for the CGIAR System a shared, cost-effective strategic vision to enhance CGIAR Center capacity to be the main source of robust impact assessments on CGIAR Research through to end-2030.
- c. Contributing to the Shared Secretariat's register of external subject matter experts with persons/groups that can undertake studies, syntheses and other activities as moderated by SPIA, ensuring that the pool of expertise includes

persons who can assess effective linkages with Funder needs and the development relevancy analog.

- d. Taking the necessary actions to contract expertise at relevant junctures and manage the workflows of these contracts.
- e. Supporting the search, selection and onboarding process for SPIA members, working in close collaboration with the System Council Secretary in regard to required System Council approvals.
- f. Providing a visible, effective conduit for representatives of the System Organization, Centers, CGIAR Research programs and platforms to have a formal channel of communication to SPIA on inputs and/or matters of concern in respect of SPIA operations.
- g. Providing content to maintain up-to-date online mechanisms for communication and access of information relevant to the operations of SPIA on the System's [www.cgiar.org](http://www.cgiar.org) website.
- h. Such other additional tasks and responsibilities as may be approved by the System Council as key focus areas within each multi-year Shared Secretariat workplan arising from System Council decisions.

**3.4 Supporting implementation of the CGIAR System's multi-year evaluation plan in a manner that meets the CGIAR System's need for rigorous high quality independent evaluations to inform decision making across the System:** Aligned to successive multi-year CGIAR Business Plans and in accordance with a CGIAR multi-year evaluation framework that enhances accountability and learning to inform the formulation of new (and course corrections of ongoing) CGIAR Research and other cross-System actions, ensure that the evidence from System Council commissioned independent evaluations is informing decision making across the System at strategic opportunities. CGIAR's Policy for Independent Evaluation as may be amended from time to time sets out the detailed role of how the multi-year evaluation plan will work. Major functional responsibilities include:

- a. Developing, in consultation with CGIAR Centers, program and platform staff, and the System Organization, a cost-effective multi-year evaluation work plan for approval by the System Council, taking into account current and future Center and CGIAR Research program and/or platform evaluation frameworks, strategies and/or plans, and strategic guidance from the System Council and the System Management Board in the preparation of the evaluation work plan.
- b. Maintaining a database and roster of external evaluation specialists that can be commissioned to undertake independent evaluations, including specialists that can be engaged to undertake periodic governance and management

reviews that the Centers may wish to commission through the coordination support of the System Management Board.<sup>9</sup>

- c. In coordination with relevant bodies, ensuring the effective use of available information from appraisals and monitoring of progress of programs for external independent evaluations.
- d. For System Council commissioned independent evaluations, managing evaluator selection and contracts with the procurement support of the System Management Office, and evaluation workflows in a way that ensures quality and independence of the evaluation process and evaluation reports, to ensure timely delivery of high quality key outputs.
- e. Serving as a quality assurance mechanism for System-wide independent program and other on-demand evaluations that are to be undertaken by externally commissioned evaluators.
- f. Providing for System Council endorsement, and implementation thereafter, a communications protocol for System-wide evaluation outputs that ensures clarity of communication channels and ensuring that recommendations from System-wide independent evaluations are made available in clear-cut, comparable and easy to digest formats.
- g. Coordinating the timely provision of System-wide evaluation materials to CGIAR's key governing bodies in line with the agreed reporting lines and agreed information flows.
- h. As relevant to evaluation findings and recommendations, and System Council, System Management Board and/or Center or program and platform actions agreed thereon, coordinating with the body responsible for monitoring implementation of agreed actions to facilitate the provision of an annual statement to the AOC of the status of implementation of evaluation recommendations.
- i. Periodically reporting to SIMEC on the ongoing relevance of the CGIAR Policy for Independent External Evaluation according to best practice international standards, and as required, presenting proposed revisions for System Council approval after consultation across the CGIAR System.
- j. Providing content to maintain an up-to-date online mechanism for communication and access of evaluation information on the System's [www.cgiar.org](http://www.cgiar.org) website.
- k. Managing additional on-demand evaluation requests arising from formal decisions of the System Council.

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<sup>9</sup> Article 6.1(cc) of the CGIAR System Framework provides for the System Council to endorse plans for such reviews.

#### 4. Shared Secretariat leadership and appointment processes

- 4.1 **Shared Secretariat leadership:** The Shared Secretariat will be led by an experienced director-level position titled in a manner consistent with the human resources policies of the System Organization (accordingly, titled “Head, Shared Secretariat”).
- 4.2 **Leadership responsibilities:** The Head, Shared Secretariat, is responsible for all functions of the Shared Secretariat, including ensuring strategic execution of the deliverables of the Shared Secretariat in a manner that adds value to the CGIAR System, and managing the personnel and budget of the Shared Secretariat in consultation with the respective Heads of the System Organization responsible for human resources and finance. In exercising her/his role, the Head, Shared Secretariat follows the System Organization’s policies and procedures.
- 4.3 **Operational reporting line:** The Head, Shared Secretariat, reports to the ISDC Chair regarding overall execution of the work plan and budget of the Shared Secretariat. The Head, Shared Secretariat makes day-to-day decisions regarding execution of the Shared Secretariat’s mandate according to that formal reporting line, whilst also taking into consideration specific technical guidance from the SPIA Chair in regard to SPIA focused support activities. Specifically concerning strategic guidance on the development and execution of the CGIAR System’s multi-year evaluation plan, the Head, Shared Secretariat carries out the Shared Secretariat’s responsibilities under the broad oversight of SIMEC, in addition to reporting to the ISDC Chair on the status of workplan and budget execution.
- 4.4 **Compliance with administrative policies:** The Head, Shared Secretariat has an administrative report to the Executive Director of the System Organization concerning compliance with internal operational and administrative policies. The Head, Shared Secretariat acts with operational independence from the System Management Board and management of the System Organization.
- 4.5 **Selection process:** The position will be filled through a merit-based, open and competitive selection process incorporating the following elements:
- a. The **terms of reference** for the Shared Secretariat and the **job description for its Head** will be formally endorsed by the System Management Board as the legally responsible governing body of the CGIAR System Organization, following electronic approval by the System Council. Development of the terms of reference will be undertaken by SIMEC, based on consultations with the System Council members and other key stakeholders including the ISDC and SPIA Chairs.
  - b. An appropriate **job advertisement** reflecting the agreed job description for the Head, Shared Secretariat and outlining key competencies required will be issued publicly by the System Organization.

- c. The **search and appointment process** of the Head, Shared Secretariat will be undertaken according to the recruitment procedures of the System Organization, supported by a selection panel of up to five (5) members that is chaired by the ISDC Chair, as follows:
- i. The ISDC Chair or her/his designated representative<sup>10</sup>
  - ii. The SPIA Chair or her/his designated representative
  - iii. An independent person with extensive experience in robust external independent evaluation processes at the international level
  - iv. The Chair of SIMEC or another SIMEC member designated on her/his behalf
  - v. An appropriate member of the System Organization

4.6 **Employment terms:** The Head, Shared Secretariat will be employed according to the Personnel Policy Manual (PPM) of the System Organization and operational practices.

4.7 **Performance assessment** for the Head, Shared Secretariat is undertaken by a panel comprised of the ISDC Chair, the SPIA Chair and an independent person with extensive experience in robust external independent evaluation processes at the international level. The panel will be chaired by the ISDC Chair. The performance assessment will be carried out according to the System Organization PPM, considering 360-degree inputs from representatives of Centers and CGIAR Research programs and platforms, the System Organization, other ISDC/SPIA members, SIMEC and the System Council. Decisions on the renewal or separation of the Head, Shared Secretariat shall be made by the panel, in consultation with the Executive Director of the System Organization regarding human resources and other operational policies of the System Organization. For the avoidance of doubt, the Executive Director is not a decision maker regarding the technical skills or overall performance of the Head, Shared Secretariat.

## 5. Shared Secretariat staff

5.1 **Staff profile:** The Shared Secretariat is intended to be a small group of up to nine (9) staff, aiming for an appropriate balance between personnel with skills in science, development and innovation systems; evaluations; and impact assessment, and for carrying out related reporting and administrative duties. Each Shared Secretariat staff member will be employed according to a job description that sets out the specific skills, experiences and competencies required to deliver on their functional responsibilities, with scope for the flexible allocation of staff time across the functional responsibilities of the Shared Secretariat as relevant to skills and experience. Any increase of staff requires approval of the System Council based upon a clear proposal linked to System Council requested deliverables.

5.2 **Supervision:** The Head, Shared Secretariat is responsible for the recruitment,

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<sup>10</sup> For paragraph 4.5 (c), the current Independent Science and Partnerships Council Chair will stand in place of the ISDC Chair during the 2018 calendar year for the initial selection.

management and mentoring of Shared Secretariat staff in line with the System Organization's PPM and in consultation with the System Organization's staff with responsibility for human resources. The Head, Shared Secretariat may consult with and involve others, particularly technical specialists, in delivering on these responsibilities. For recruitment of Senior Officer positions in the Shared Secretariat, the ISDC Chair, SPIA Chair and an independent person with extensive experience in robust external independent evaluation processes at the international level will be invited, or be able to nominate a designate, to join a selection panel as relevant to senior positions being recruited.

- 5.3 **Operational independence:** Shared Secretariat staff are operationally independent from the System Organization's management, including its operational and policy units and decision-making.
- 5.4 **Internal operations:** Delivery of the three functional responsibilities of the Shared Secretariat will be coordinated by appropriately qualified Senior Officers with responsibilities for delivering against the work plan for the respective workstreams and within the budget approved by the System Council. Engagement with the ISDC and/or SPIA Chairs, and the System Council's AOC and SIMEC will primarily be through the Head, Shared Secretariat, but for specific technical matters, and particularly for activities and outputs in support of the multi-year evaluation plan, may include a direct functional relationship of Senior Officers with the System Council and its Committees.<sup>11</sup>
- 5.5 **Employment terms:** Staff of the Shared Secretariat will be employed under CGIAR System Organization contracts and shall comply with the System Organization's PPM.
- 5.6 **Performance assessment** of Shared Secretariat staff is undertaken by the Head, Shared Secretariat according to the System Organization PPM, considering 360-degree inputs from, as relevant to functional responsibilities, the Chairs of ISDC and/or SPIA, representatives of Centers and CGIAR Research programs and platforms, and the System Organization. Decisions on the renewal or separation of Shared Secretariat staff are taken by the Head, Shared Secretariat in consultation with the ISDC Chair, and SPIA Chair as relevant, the Executive Director of the System Organization and System Organization staff with management responsibilities regarding Human Resources.

## 6 Ethics and management of conflicts of interest

- 6.1 All Shared Secretariat staff are subject to the System Organization's provisions on acceptable office conduct, mitigating conflicts of interest, and such additional

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<sup>11</sup> It is the responsibility of the Head, Shared Secretariat to ensure that minimum essential capacity is provided to discharge each of the three functional responsibilities, with an individual Senior Officer in the lead for each.

provisions as may be internally agreed by ISDC and/or SPIA, or as approved by the System Council in the CGIAR Policy for Independent External Evaluation.<sup>12</sup>

- 6.2 In addition, all Shared Secretariat staff have a responsibility to avoid or manage situations that may lead to conflicts of interest that compromise the independence and impartiality of ISDC's advice to the System Council and the evaluative work of the Shared Secretariat.

## 7 Engagement modalities

- 7.1 **Representative role of Head, Shared Secretariat:** The Head, Shared Secretariat represents the Shared Secretariat in dealing with others regarding the functional responsibilities under its mandate. The Head, Shared Secretariat may designate representation of a specific functional area to an appropriate person within the Shared Secretariat.

- 7.2 **Engagement with the System Organization:** Without compromising the Shared Secretariat's operational independence in regard to delivery of its functional responsibilities, staff of the Shared Secretariat will maintain close and continuing contact with System Organization staff, so that the respective views of each are considered in delivery of the organizationally independent multi-year work plans, and that maximum opportunity for alignment and coordination is achieved in regard to delivery against CGIAR System objectives as set out in successive CGIAR Business Plans.

- 7.3 **ISDC and SPIA:** Modalities to facilitate effective linkages and engagement of ISDC and SPIA areas of focus with the System Council are as outlined in the respective Terms of Reference of ISDC and SPIA. The Head, Shared Secretariat has a standing invitation to attend all ISDC and SPIA meetings unless otherwise determined by the respective Chairs relevant to specific agenda items.

- 7.4 **Evaluation plan linkages with the System Council:** To facilitate effective linkages and engagement with the System Council in respect of implementation of the CGIAR System's multi-year evaluation plan, the following modalities apply:

- a. Relevant to a standing agenda item at an annual System Council meeting, the Head, Shared Secretariat or her/his designated representative will be invited to present information regarding the status of implementation of the CGIAR independent evaluation plan. The Head, Shared Secretariat is the responsible officer within the Shared Secretariat for the delivery of externally commissioned independent evaluation reports and the quality of them.

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<sup>12</sup> Upon approval by the System Council, and in the event of inconsistency with the CGIAR Policy for Independent External Evaluation - 2012, these terms of reference supersede that policy.

- b. SIMEC is the key forum for preparatory conversations with the evaluation function on workflow design and delivery to facilitate alignment with System Council workplans and priorities.
- c. As final outputs of external independent evaluations or other agreed activities are available, SIMEC will be the forum for discussing the evaluations and other reports to facilitate structured consideration and endorsement by the System Council on effective responses to such evaluations or reports, to strengthen decision making processes. As relevant to strategic direction setting and ensuring effective implementation of management responses and follow up to evaluations and reports, the System Council may request the System Management Board to formally consider and respond to such material.

7.5 **Engagement with SIMEC:** As determined by the SIMEC Chair relevant to agenda items, the Head, Shared Secretariat and other Shared Secretariat staff as relevant, may be invited to participate in SIMEC meetings. To facilitate effective meeting management, such participation will be advised to the Secretary of SIMEC as early as possible prior to commencement of the relevant meeting.

7.6 **Coordination with other CGIAR System accountability and assurance bodies:** Relevant members of the Shared Secretariat will participate in periodic consultations with other CGIAR assurance providers, including the Chair of the System Council's Assurance Oversight Committee, the CGIAR System Internal Audit Function, the System Council's Intellectual Property Group and such other stakeholders, for the purposes of seeking synergies and efficiencies, and ensuring the effective management of opportunities and risks according to the CGIAR System Risk Management Framework under the oversight of the System Council Assurance Oversight Committee.

## 8 Operations and Budget

8.1 **Location:** The Shared Secretariat will be located in Rome and will be hosted by and co-located with the CGIAR System Organization at a suitable location ensuring appropriate System Management Office presence. The CGIAR System Organization is responsible for providing appropriate office accommodation for the Shared Secretariat in a manner that ensures the day to day operational independence of the Shared Secretariat.

8.2 **Operational support:** The Shared Secretariat will draw on operational support provided through the System Management Office on areas not limited to procurement, human resources, and financial systems and processes. A key goal in the use of this operational support is to support increased overall efficiency in the delivery of System focused activities.

8.3 **Work plan:** The Shared Secretariat will operate according to a multi-year work plan with objectives and deliverables aligned to the CGIAR Business Plan. The multi-year work plan is prepared by the Head, Shared Secretariat under the direction of the ISDC

Chair, seeking inputs from the SPIA Chair, and in consultation with SIMEC, the System Organization, and where appropriate the Centers. A key focus of the consultation process is achieving alignment with the key objectives set out in successive CGIAR Business Plans. The Shared Secretariat work plan will be developed according to the format set for the CGIAR System's entities and functions, as coordinated by the System Management Office.<sup>13</sup> Any proposed major revisions to the approved Shared Secretariat workplan during a CGIAR Business Plan cycle must be approved by the System Council, based upon a review by SIMEC. For the avoidance of doubt, the System Organization does not determine the work plan priorities of the Shared Secretariat and does not oversee its implementation.

- 8.4 **Budget preparation and allocation of amounts between functional responsibilities:** The Shared Secretariat's budget for delivery of its functional responsibilities is prepared by the Shared Secretariat as an identifiably independent section of the multi-year consolidated System entities work plan and budget. The Head, Shared Secretariat will work in coordination with the Head, Finance of the System Organization to ensure presentation of the budget in line with the agreed format for System entity budgets and appropriate accounting for the administrative and staff costs of the Shared Secretariat according to System Organization policies and procedures. Within the Shared Secretariat budget, operational costs to deliver on the three functional responsibilities will be identified separately, such that there is clarity on the costs associated with delivering on the mandate of each of ISDC, SPIA and implementation of the CGIAR System's multi-year evaluation plan as approved by the System Council.
- 8.5 **Approval:** The System Council shall approve the workplan and budget for the Shared Secretariat as part of the System entities multi-year budget and work plan.<sup>14</sup> The budget for delivery of Shared Secretariat functional responsibilities will be met from the 'System Council' sub-group of System entity accounts. It will be paid from Unrestricted Funding as defined in the *Charter of the CGIAR System Organization*.
- 8.6 **Budget management:** Day to day management of the Shared Secretariat budget is the responsibility of the Head, Shared Secretariat under the oversight of the ISDC and SPIA Chairs, and SIMEC in respect of implementation of the evaluation work plan. Any material variations in the budget must be approved by the System Council taking into consideration inputs from the ISDC and SPIA Chairs, and the System Management Board.

## 9 Review of arrangements

- 9.1 **Periodic review of arrangements:** SIMEC will review the effectiveness of the organizational arrangements of the Shared Secretariat every three years in consultation with the ISDC and SPIA Chairs, Head, Shared Secretariat and the Executive Director of the System Organization, or at other time periods should capacity needs or other circumstances require, providing updates and

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<sup>13</sup> Article 6.1(u) of the CGIAR System Framework, and Articles 8.1(gg) and 11(y) of the Charter of the System Organization

<sup>14</sup> As for footnote 11

recommendations to the System Council to ensure optimal performance and arrangements.

### Transitional arrangements

1. The 2019 calendar year will be a transition year for the new arrangement. In this year the best arrangement for having the Shared Secretariat in Rome will be found.

## Transition Plan for the CGIAR Advisory Services Shared Secretariat

### Purpose

This document sets out a Transition Plan for implementing the CGIAR Advisory Services Shared Secretariat.

It is a companion document to the Terms of Reference – CGIAR Advisory Services Shared Secretariat (as circulated to the System Council on 7 September 2018 for approval by electronic means).

## Introduction to the Transition Plan that follows

- A. **Background:** A future layout of the CGIAR advisory functions on science for development advice as well as evaluations was approved by the System Council in its 6<sup>th</sup> Meeting, 16-17 May 2018, Berlin, Germany (SC/M6/DP3: Future of the System Council's Advisory Services).
- B. The System Council's approval included agreement to establish a Shared Secretariat to support the three functional responsibilities set out in that paper.
- C. **Document genesis:** The Transition Plan has been prepared at the request of the System Council's Strategic Impact, Monitoring and Evaluation Committee ('SIMEC') to ensure clarity and transparency around the actions required to establish the Shared Secretariat as a physical presence with staff. It has been elaborated based on discussions with the Director General and Director of Human Resources of Bioversity International; the Executive Director of CGIAR's ISPC Secretariat and Head of CGIAR's Independent Evaluation Arrangement, and members of their respective teams; and the Head, Office and Legal Services of the CGIAR System Organization as the director-level position responsible for human resources matters. It has been reviewed for appropriateness by SIMEC as the requesting body.
- D. **Note on timing of appointment of Head, Shared Secretariat:** Relevant to the Shared Secretariat Terms of Reference (paragraph 5.2), the transition plan recognizes that the Head, Shared Secretariat may not be in position until early 2019. For relevant actions, the plan therefore identifies which person or persons will stand in the place of the Head, Shared Secretariat for the purposes of the responsibility of undertaking the recruitment of the Shared Secretariat staff. This is a transitional arrangement, and all recruitment, management and mentoring responsibilities of the Head, Shared Secretariat, immediately transfer to that person upon their appointment.
- E. **Scope of transition plan:** The transition plan focuses on the Shared Secretariat exclusively. The search for the independent members of the newly formed Independence Science for Development Council ('ISDC') is a separate process to be undertaken according to the ISDC Terms of Reference by the System Council.

## Transition Plan for the CGIAR Advisory Services Shared Secretariat

### 1. Context

- 1.1 It is intended that a new CGIAR Advisory Services Shared Secretariat ('Shared Secretariat') will provide operational support for a new CGIAR Independent Science for Development Council ('ISDC'), CGIAR's Standing Panel on Impact Assessment ('SPIA'), and implementation of the CGIAR System's multi-year evaluation plan as approved by the System Council.<sup>1</sup>
- 1.2 The terms of reference of the Shared Secretariat are intended to be effective from 1 January 2019<sup>2</sup> ('Shared Secretariat TOR'), with the 2019 calendar year being a transition year for the new arrangements.
- 1.3 This Transition Plan provides an operational framework for moving from the current arrangements provided by the Food and Agriculture Organization of the United Nations ('FAO') to Bioversity International ('Bioversity') as the entity to provide hosting arrangements for and on behalf of the System Organization.

### 2. Key Information from the Shared Secretariat TOR

- 2.1 **Location:** The Shared Secretariat will be located in Rome and will be hosted by Bioversity for and on behalf of the CGIAR System Organization. The Shared Secretariat is intended to be fully operational with effect from 1 April 2019, but earlier if possible.
- 2.2 **Staffing:** The Shared Secretariat will be comprised of up to nine (9) roles graded in the 'Professional' category. They will be employees of Bioversity for and on behalf of the System Organization. All roles will be in the 'international recruited staff' category.
- 2.3 **Operational support:** The Shared Secretariat will draw on operational support provided through the System Management Office on areas not limited to procurement, human resources, and financial systems and processes. A key goal in the use of this operational support is to achieve increased overall efficiency in the delivery of System focused activities.<sup>3</sup>

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<sup>1</sup> In respect of the evaluation plan, refer to Article 6.1(cc) of the CGIAR System Framework

<sup>2</sup> The office of the Shared Secretariat, as a concept, will come into effect from 1 January 2019. However, it is expected that staff may join the physical premises of Bioversity International (as hosting body on behalf of the System Organization) on differing dates during the first half of 2019.

<sup>3</sup> Reproduces paragraph 8.2 of the Shared Secretariat Terms of Reference under consideration by the System Council.

3. Roles and channels of communication during plan implementation
- 3.1 **Transition Adviser:** The external independent adviser serves as the overall steward of the transition plan, under the oversight of SIMEC. Where appropriate, the Secretary to SIMEC will ensure effective avenues for communication between SIMEC and the Transition Adviser.
- 3.2 **Executive Director, ISPC Secretariat and Head, IEA:** The two persons serve as one of the key sources of operational information on for the Transition Adviser as she/he takes implementation of the plan forward. If there are any concerns regarding implementation of the Transition Plan by the Transition Adviser, the Executive Director, ISPC Secretariat and/or Head, IEA should raise those concerns to SIMEC through the SIMEC Chair.
- 3.3 **ISPC Chair and SPIA Chair:** The transition plan includes key steps at which the input of the ISPC and SPIA chairs will be sought by the Transition Adviser to ensure that: (i) their respective experience and expertise informs relevant steps, and (ii) the secretariat support needs of SPIA and the new ISDC are appropriately provided for in the new staffing arrangements, taking note that the Shared Secretariat must also include expertise in evaluations.
4. Strategy to minimize impact on ISPC Secretariat and IEA staff
- 4.1 To the extent possible, the overarching goal of the Transition Plan is to minimize the impact of the transition on staffing of the Secretariat of the Independent Science and Partnership Council ('ISPC Secretariat') and the Independent Evaluation Arrangement (together 'current staffing').
- 4.2 As provided for in Part 4 of the Shared Secretariat TOR, the role of Head, Shared Secretariat, will be filled through a merit-based, open and competitive selection process undertaken in accordance with the recruitment procedures of the System Organization.
- 4.3 Subject to paragraph 4.4 below, all other roles of the Shared Secretariat will be filled by:
- a. Reassignment to the extent possible, using the following streamlined appointment process for **any position for which the new Shared Secretariat role and required skills are at least 75% in line with a current staff member's role and required skills:**
    - i. Direct non-competitive appointment if there is only one staff member<sup>4</sup> who meets the criterion of at least 75% similarity in role and required skills; and

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<sup>4</sup> Staff member for the purposes of Paragraph 4.3(a)(i) only means people on employment contracts, and expressly excludes people working with the ISPC Shared Secretariat or IEA on FTE consultancy contracts.

- ii. Limited scope internal only recruitment process amongst the current staffing if there are two or more people who meet the criterion of at least 75% similarity in role and required skills.
  - b. Open competitive recruitment for **any position for which the new Shared Secretariat role and required skills are less than 75% in line with a current staff role and required skills**. Any current staff member interested in such a position is encouraged to apply in response to the open competitive advertisement and recruitment process. Retraining assistance may be provided within the first 12 months of appointment for a current staff member who is appointed to a position in the Shared Secretariat on this basis.
- 4.4 Based upon the recommendation of the Executive Director, ISPC Secretariat and the Head, IEA, the determination of the relative degree of comparability between the role of a current staff and a role in the Shared Secretariat will be made by a panel ('Role Comparison Panel') comprised by the following persons:
- a. Transition Adviser;
  - b. Head, Legal and Office Services, System Organization; and
  - c. A person with knowledge of the staffing needs of independent secretariats in agricultural research for development.<sup>5</sup>
- 4.5 If there is disagreement between the Executive Director, ISPC and Head, IEA, the various proposals will be presented in full, for determination in accordance with paragraph 4.4 above, after consultation with the SIMEC Chair or his delegate.
- 4.6 When the appointment of a current staff member to a role of the Shared Secretariat has not been possible (whether not selected or the staff member does not wish to take up the opportunity), outplacement assistance will be available to the current staff member(s) to maximize opportunities for securing new employment. The outplacement assistance will be provided through consultancy agreed between the System Organization and a consultant that has been selected in consultation with FAO's Human Resources team.

## 5. Action plan

- 5.1 Table 1 (following) presents a detailed Transition Action Plan.
- 5.2 The cost to the CGIAR System to retain the Transition Adviser will be funded through the System Council budget group. The consultancy is anticipated to involve between 60 – 80 days full time equivalent work.

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<sup>5</sup> This person will be identified by the System Organization by outreach to appropriately experienced persons, and the scope of the role will be limited to this specific task.

6. Monitoring Implementation of the Transition Plan

- 6.1 SIMEC will monitor the implementation of the Transition Plan, with periodic updates being provided to the System Council.

**Table 1 – Transition Action Plan**

*\*\* This plan will be incorporated into the terms of reference of the Transition Adviser and serve as the agreed workplan and deliverables for that consultancy. Funding of the Transition Action Plan will be the responsibility of the CGIAR System Organization, taking note that additional costs of the Transition Adviser Consultancy will be charged to the System Council budget line. Implementation of the Transition Action Plan will be guided by the requirement of ensuring operational independence of the Shared Secretariat – i.e. Shared Secretariat staff are operationally independent from the System Organization’s management, including its operational and policy units and decision-making.*

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>A. Establishing Operational Framework</b>					
<b>Transition Action Plan</b>	1. Transition Action Plan communicated to FAO and Bioversity	Monday 1 October 2018	Bioversity, Executive Director ISPC Secretariat, Head IEA, SPIA Chair, ISPC, SIMEC Membership	System Organization on recommendation of SIMEC membership	System Organization to send formal letter
<b>Staff engagement</b>	2. Webinar meeting with current ISPC Secretariat and IEA staff ('current staff') to communicate overview of Transition Action Plan	By Thursday 4 October 2018	N/A	N/A	Executive Director, ISPC Secretariat; Head, IEA; SIMEC Chair or designate; Representative of CGIAR System Organization
<b>Transition Adviser</b>	3. Secure the services of an independent transition adviser to implement the Transition Action Plan under the oversight of SIMEC via the SIMEC Chair.	By Friday 19 October 2018	SIMEC Chair or other delegated member(s)	System Organization as legal entity signing contract	System Organization through a competitive process.

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Organizational Structure</b>	4. Determine organization structure that provides for up to 9 roles to deliver on Shared Secretariat Terms of Reference, including grades benchmarked to CGIAR System Organization scale	By Monday 22 October 2018	Executive Director, ISPC Secretariat and Head, IEA to recommend structure, after taking into account inputs of ISPC and SPIA Chairs; Transition Adviser to consult SIMEC	Role Comparison Panel	Transition Adviser
<b>Staff engagement</b>	5. Meet the Transition Adviser - Hold open discussion with current staff and provide status update on implementation of Transition Plan	By Wednesday 24 October 2018	Meeting may also be attended by others, including System Organization Head, Legal and Office Services, Bioversity HR Director if thought appropriate by Transition Adviser	Transition Adviser	Transition Adviser
<b>B. Recruiting/appointing staff for 9 Shared Secretariat Roles</b>					
<b>Head, Shared Secretariat</b>	6. Finalize: (i) job description in Bioversity format for the Head, Shared Secretariat; and (ii) advertising strategy for broad dissemination.	By Friday 26 October 2018	(i) SIMEC membership; Bioversity Director HR; System Organization HR Officer; and ISPC and SPIA Chairs (ii) other stakeholders including ISPC Chair on best advertising strategy	System Management Board (TOR, section 4.5.a) on recommendation of Transition Adviser and prior endorsement of SIMEC	Transition Adviser

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Head, Shared Secretariat cont/d</b>	7. Begin external recruitment process for Head of Secretariat using a merit-based, open and competitive selection process (TOR 4.5). Advertisement to flag interview dates in December 2018.	By Monday 29 October 2018	Job Description broadly shared across Centers, System Council, IPSC, SPIA and Partners, and included in major online and print media publication(s)	Transition Adviser	System Organization HR Officer
	8. Establish Selection Panel chaired by a SIMEC representative and comprising of up to 5 members ( <i>prescribed in Shared Secretariat TOR 4.5.c, and footnote 10</i> ), and confirming interview dates	By Friday 9 November 2018	System Organization, Head, Legal and Office Services for conflicts of interest review	Transition Adviser and SIMEC representative	Transition Adviser
	9. Closing date for applications	Friday 23 November 2018	N/A	N/A	System Organization HR team
	10. Shortlist candidates based on pre-screening calls undertaken by Transition Adviser with higher-ranked candidates and informal referencing	By Friday 30 November 2018	Selection Panel members; System Organization HR Officer on administrative procedural matters	Selection Panel	Transition Adviser

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation	
<b>Head, Shared Secretariat cont/d</b>	11. In-person interviews and decision on preferred candidate (pre-advised in public call for proposals to ensure candidate availability)	Monday 10 and Tuesday 11 December 2018	N/A	Selection Panel	Transition Adviser	
	12. Complete formal referencing	Week of 18 December 2018	N/A	N/A	Transition Adviser	
	13. Selection Panel identification of recommended candidate	Week of 8 January 2019	N/A	Selection Panel	Transition Adviser	
	14. Follow System Organization Policy of Executive Director approving appointments for externally recruited roles	As relevant to panel recommendations			Executive Director. If the Executive Director has objective reasons to decline the offer of employment after referencing, this must be formally presented to the SIMEC Chair.	System Organization HR team for procedural support to recruitment process
	15. Formal offer made through Bioversity Employment Contract ( <i>according to pre-agreed co-location arrangements – refer section C below</i> )	Week of 15 January 2019	System Organization Head, Legal and Office Services on salary and employment terms	Executive Director on recommendation of Selection Panel Chair	Transition Adviser; Bioversity International to issue contract	
	16. Receive relevant authorization/visas to work in Italy	As soon as practicably possible	As relevant	Italian government	Bioversity protocol team	
	17. Commencement date	Not later than Monday 1 April 2019	N/A	N/A	N/A	

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Knowledge transfer &amp; Information Management</b>	18. Handover meeting with notes and transfer of key documents to Head, Shared Secretariat or another designee <sup>6</sup>	Not later than Monday 1 April 2019	Transition Adviser	N/A	Executive Director, ISPC Secretariat; Head IEA
<b>Technical Staff of Shared Secretariat</b>	19. Issue current staff with end of appointment letters for current posts effective on 31 March 2019	Depends on FAO notice periods in contracts with current staff	System Organization Head, Legal and Office Services	FAO HR Policy	Executive Director, ISPC Secretariat and Head, IEA for their respective staff
	20. Based on outcome of item 4 (above), prepare job descriptions in Bioversity format for the Shared Secretariat staff roles	By Tuesday 23 October 2018	System Organization Head, Legal and Office Services, HR Officer, Bioversity, and ISPC and SPIA Chairs on technical content of required competencies	Transition Adviser	System Organization HR team for procedural support
	21. Compare new roles with current roles to determine whether criterion of 75% similarity in role and required skills is met between Shared Secretariat role and 'current staff' role.	By Friday 26 October 2018	Executive Director, ISPC Secretariat & Head, IEA to recommend after taking inputs from ISPC and SPIA Chairs. <i>If no agreement, then all versions to be provided for final determination</i>	Transition Adviser and Head, Legal and Office Services, after consulting SIMEC Chair or delegate	Transition Adviser

<sup>6</sup> Optimally, there can be a handover period agreed, such that the Head, Shared Secretariat commences employment earlier than 1 April 2019, providing an opportunity for a transition period/on-the-job transfer of knowledge, lessons learned and other relevant information. It is noted that step 41 involves the transfer of archived materials. It is possible that the transfer of information will require digitalization of materials, and this will be included in the costed budget for 2019 actions.

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Technical Staff of Shared Secretariat cont/d</b>	22. Determine which Shared Secretariat roles will be filled by: (i) direct non-competitive appointment; (ii) limited-scope internal 'current staff' recruitment; or (iii) external recruitment	By Friday 26 October 2018	N/A	Transition Adviser and Head, Legal and Office Services, by electronic means and/or virtual call	N/A
	23. Provide update to System Council as a key update point in terms of identifying the process of how staff are identified	By Tuesday 1 November	System Organization, Head, Legal and Office Services	Transition Adviser	Head, Board and Council Relations to convey communicate to System Council
	24. As relevant, make written offer to staff member(s) for direct non-competitive appointment and secure signature for relevant start date, considering the need for flexibility to be afforded to the Head, Shared Secretariat over time to consider the skill and mix of the team.	By Friday 15 November 2018	N/A	Transition Adviser; relevant staff member(s) on whether to accept offer	System Organization Head, Legal and Office Services

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Technical Staff of Shared Secretariat cont/d</b>	25. As relevant, run the limited-scope internal 'current staff' recruitment processes and issue contracts for all successful candidates	By Friday 29 November 2018	Members of a selection panel that the Transition Adviser puts in place. The panel must have relevant independent expertise amongst its membership and the ISPC Chair and/or SPIA Chair may be consulted to identify suitable panel members (as appropriate).	Transition Adviser	System Organization HR team for procedural support to recruitment process
	26. As relevant, run the external recruitment process for all remaining vacancies	During December 2018, and into early January 2019 if required	Members of a selection panel that the Transition Adviser puts in place. The panel must have relevant independent expertise amongst its membership, and the ISPC Chair and/or SPIA Chair may be consulted to identify suitable panel members (as appropriate).	Transition Adviser	System Organization HR team for procedural support to recruitment process
	27. Provide update to System Council, to summarize the process of how highly qualified senior staff are being identified	By Tuesday 1 November	System Organization, Head, Legal and Office Services	Transition Adviser	Head, Board and Council Relations to convey communicate to System Council

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Technical Staff of Shared Secretariat cont/d</b>	28. Follow System Organization Policy of Executive Director approving appointments for externally recruited roles	As relevant to panel recommendations		Executive Director. If the Executive Director has objective reasons to decline the offer of employment after referencing, this must be formally presented to the SIMEC Chair.	System Organization HR team for procedural support to recruitment process
	29. Issue contracts for all successful candidates that take into account the timing of the appointment of the Head, Shared Secretariat	By Thursday 31 January 2019	Bioversity HR Director on candidate queries regarding protocol matters for Rome-based operations; System Organization HR Officer on candidate queries regarding System Organization policies	Transition Adviser	System Organization HR team for procedural support to recruitment process
	30. Receive relevant authorization/visas to work in Italy	As soon as practicably possible	As relevant	Italian government	Bioversity protocol team
	31. Commencement date of staff (* noting that new hires may start earlier than 1 April 2019)	By not later than Monday 1 April 2019	* <i>Depends on whether staff are 'current staff' appointed or new recruits</i>	Staff member and System Organization (i.e. contractual terms on agreed start date)	System Organization HR Officer
<b>C. System Organization co-location arrangements</b>					
<b>Operational matters</b>	32. Agreeing co-location terms with Bioversity including appropriate office accommodation for Shared Secretariat	By Friday 30 November 2018	SIMEC Chair	System Organization and Bioversity International	System Organization Head, Finance

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Operational matters cont/d</b>	33. Determine how new operational support arrangements will work (e.g. admin support, IT support; routing of travel requests etc)	By Friday 30 November 2018	Staff of ISPC Secretariat and IEA	System Organization and Bioversity International	System Organization Head, Finance
	34. Determine most effective way to integrate the Shared Secretariat with the System Organization ensuring appropriate effective firewalls in place	By Friday 30 November 2018	SIMEC; Head, IEA; Executive Director, ISPC Secretariat; ISPC Chair and SPIA Chair, System Organization Head, Legal and Office Services	System Management Board	System Organization Head, Finance
	35. Identify current System Organization operational roles to be co-located in Rome, to meet requirement of System Council of adequate System Management Office presence ('FTE presence')	By Friday 30 November 2018	System Management Board	System Organization Executive Director	System Organization, Head, Legal and Office Services
	36. Issue Bioversity contracts of employment for relevant FTE presence ( <i>according to pre-agreed hosting arrangements as above</i> )	By Friday 21 December 2018	System Organization, Head, Legal and Office Services	System Organization Executive Director on which staff and appropriate terms according to staff manual	Bioversity HR Director
	37. Receive relevant authorization/visas to work in Italy for FTE presence	As soon as practicably possible	As relevant	Italian government	Bioversity protocol team

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>Operational matters cont/d</b>	38. Commencement at premises of Bioversity for FTE presence	By Monday 1 April 2019 to the extent possible or as soon as practicable thereafter	N/A	N/A	N/A
	39. Agree documented protocol to ensure independence in Shared Secretariat operations	By early April 2019 (or earlier if Head commences earlier)	SIMEC	Head, Shared Secretariat and System Organization Executive Director	System Organization Head, Finance
<b>D. Finalizing FAO hosting arrangements and handover</b>					
<b>Operational matters</b>	40. Agree on and operationalize the transfer of IT equipment (and furniture if relevant) from FAO to Bioversity	By not later than Monday 1 April 2019	Bioversity and FAO; Head, IEA and Executive Director, ISPC Secretariat	System Organization (based on terms of hosting agreement)	Relevant IT teams
	41. Agree on and operationalize the transfer of documents from ISPC stock room and FAO archives to Bioversity and System Organization (as relevant)	By not later than Monday 1 April 2019	Bioversity and FAO; Head, IEA and Executive Director, ISPC Secretariat	System Organization (based on terms of hosting agreement)	Relevant office management teams
	42. Undertake necessary steps to close the Trust Fund arrangements within FAO for the current hosting arrangements	As soon as practicable, but typically 3 months after final payments	World Bank as Trustee for the CGIAR Trust Fund	FAO and System Organization as signatories to the hosting agreement	Respective financial staff in the organizations

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
<b>E. Adjustment for nomenclature and revised hosting arrangements</b>					
<b>Agree consequential changes to governing documents</b>	43. Prepare drafts for required revision of the <i>CGIAR System Framework and Charter of the CGIAR System Organization</i> <sup>7</sup>	By Wednesday 24 October 2018	SIMEC Chair through Secretary to SIMEC	N/A	System Organization Head, Legal and Office Services
	44. Circulate proposed documents to three stakeholder groups for approval in line with decision making rules of, respectively: (i) System Council; (ii) System Management Board; (iii) General Assembly of Centers	By Thursday 30 October 2018	N/A	System Organization Head, Board & Council Relations on mode of circulation	System Organization Head, Board and Council Relations
	45. Achieve approval of the nomenclature and conforming changes	(i) SC7 – Seattle (ii) SMB12 – Virtual, 13 December 2018 (iii) GA – Virtual, by 31 December 2018	Chairs/co-conveners of the respective bodies	(i) System Council; (ii) System Management Board; (iii) General Assembly of Centers	System Organization Head, Board and Council Relations
<b>Notify French Government</b>	46. Provide amended Charter of the CGIAR System Organization as the official repository of the Establishment Agreement of the System Organization	After formal approval by all three bodies	N/A	N/A	System Organization Head, Legal and Office Services

<sup>7</sup> For example, adjusting definitions to include the System’s Independent Science for Development Council (‘ISDC’), SPIA and adjusting the descriptions in relevant articles, as to how independent evaluations are referenced and delivered; adjusting titles of Active Observers; nomenclature changes in Rules of Procedure if required

Priority Area	Action	Timeframe	Consulted	Decision maker	Responsible for implementation
Website	47. Make relevant conforming nomenclature changes	Effective from Tuesday 1 January 2019	N/A	System Organization Head, Legal and Office Services	System Organization IT Team
	48. Ensure appropriate hosting arrangements of ISDC, SPIA and Shared Secretariat webpages/sites by System Organization	Effective from Monday 1 April 2019	As relevant to technical specifications	System Organization IT team in cooperation with CG Net or other relevant provider	System Organization IT Team



## Agreement for Services (Agreement)

### SERVICES AGREEMENT COVER SHEET

Service Recipient	CGIAR System Organization (CGIAR)
Address	1000 avenue Agropolis, F-34394, Montpellier, cedex 5, France
Phone	+33 (0)4 7 04 36 40
CGIAR Representative Name and Title	
CGIAR Representative Phone/Email	
Contractor Name (Contractor)	
Contractor/Vendor ID	
Address	
Phone	
Contractor Representative Name and Title	
Contractor Representative Phone/Email	
Project Name (Project)	
Effective Date (Effective Date)	
Term of Agreement (Term)	
Agreement Currency (Agreement Currency)	
Total Contract Sum – <i>The total sum to be paid to the Contractor for the Services will not exceed this amount unless there is a written amendment adjusting the amount.</i>	
Payment by (select type)	Choose an item.  If “other” is selected, please input details here:
Invoices submitted to:	smo-invoicing@cgiar.org Attention: SMO Accounting Department

This Agreement is governed by the “Agreement establishing the CGIAR System Organization as an International Organization” and recognized principles of international law, to the exclusion of any single national system of law. The Contractor will comply with all laws, ordinances, rules, and regulations relating to the performance of its obligations under the terms of this Agreement.

Signed for CGIAR:	Signed for the Contractor:
Name:	Name:

Title/Role:	Title/Role:
Date:	Date:

## Terms and Conditions

This Agreement is made and is in full force as of the first day of the Effective Date between CGIAR and the Contractor. CGIAR and the Contractor are collectively referred to as “the Parties”.

### 1. Background

The CGIAR System Organization, established as an international organization on 20 July 2012, works in close partnership with CGIAR's 15 international agricultural research Centers engaged in research for a food secure future

The Contractor has represented that it has the necessary expertise and skills to assist CGIAR.

Based on the Contractor’s representations, CGIAR has decided to engage the Contractor to provide Services to CGIAR.

The Contractor has agreed to provide the Services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

### 2. Annexes, Definitions, and Interpretation

Attached to and forming part of this Agreement are the following:

Annex A – Details of Representatives, Description of Services, and Payment Milestones

Part 1 – Details of Representatives

Part 2 – Description of Services

Part 3 – Payment Milestones (if applicable)

Annex B - Payment

Part 1 – Payment Terms

Part 2 – Invoices and Taxes

Part 3 – Accounting Records

Annex C – Special Conditions

Annex D – Definitions

The words used in this Agreement will be defined as set out in the Definitions at Annex D to this Agreement. If any word in Annex D is defined specifically within the Agreement, the definition within the Agreement will be controlling.

Within this Agreement, a reference to this Agreement or another instrument will include any variation, amendment, novation, or replacement of this Agreement or the instrument to which there is a reference.

In case of any ambiguities or inconsistencies in this Agreement not covered by this section, the requirement with the higher standard or which requires the higher performance or additional work or obligations prevails.

The Cover Sheet to this Agreement will form part of this Agreement.

### **3. Privileges and Immunities**

Nothing contained in this Agreement or any course of dealing between the Parties shall be deemed a waiver, express or implied of any privilege or immunity that CGIAR may enjoy in France pursuant to the treaty between the Government of France and CGIAR dated 20 July 2012 regarding privileges and immunities stipulated by CGIAR. In addition, nothing contained in or relating to this Agreement will confer any privilege or immunity on the Contractor, its Personnel, or its sub-contractors.

### **4. Provision of Services**

The Contractor will provide the Services to the standards, at the times and in the frequency, quantity and manner specified in Annex A Part 2 and also in the other terms of this Agreement or as further or alternatively directed by CGIAR from time to time.

The Contractor will:

- exercise and ensure its Personnel exercise the high standard of skill, care, diligence, efficiency and economy that would be expected of an expert professional provider of the Services;
- act and ensure its Personnel act in good faith and in the best interests of CGIAR;
- notify CGIAR as soon as it becomes aware of any event, issue, or circumstances which may adversely affect the performance of the Contractor's Services;
- comply and ensure its Personnel comply with all reasonable directions by CGIAR, including a direction to suspend, discontinue, substitute, or otherwise vary part or all of the Services or to deliver Project Material; and
- comply and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services.

### **5. Transport and Logistics**

The Contractor is responsible for arranging and providing all transport and logistics to enable the provision and completion of the Services unless specifically provided for in this Agreement.

### **6. Warranties and Representations**

The Contractor warrants, represents and undertakes for the duration of the Term that: it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform the Contractor's obligations under this Agreement;

- at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best endeavors to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement;

- it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
- its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services;
- it has and will continue to have all necessary rights in, and to, the Contractor's software or the third-party software or any other materials required to perform the Contractor's obligations under this Agreement;
- all statements and representations made to CGIAR by the Contractor prior to, or in, this Agreement are to the best of its knowledge, information and belief true and accurate and that it will advise CGIAR of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;
- the Contractor will immediately notify CGIAR if at any time it becomes aware that a warranty or representation given by it under this Agreement has been breached, is untrue or is misleading; and
- where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Contractor will supply all necessary information and explanation required by CGIAR in relation to the Services provided and any software used by the Contractor to enable CGIAR to use and complete the Services.

The Contractor agrees to CGIAR storing and processing his/her personal data or the personal data of Contractor staff and consents to CGIAR exporting this data for the purpose of business activities.

## **7. Access by CGIAR**

The Contractor will give persons authorized in writing by CGIAR reasonable access to premises occupied by the Contractor where the Services are being carried out and will permit such persons to inspect any information or Project Material or records relating to the Services regardless of the location of the Project Material or records.

## **8. Payment**

In consideration of the Contractor providing the Services, CGIAR will pay the Contractor in accordance with Annex B.

## **9. Project Material and Intellectual Property**

Any Pre-existing Intellectual Property or other intellectual property developed by the Contractor that is not Project Material is the property of the Contractor. All Project Material is the property of CGIAR.

The Contractor undertakes to complete and sign all documentation necessary to evidence ownership and copyright.

The Contractor provides CGIAR with a perpetual, non-exclusive, worldwide, royalty-free license to use the Pre-existing Intellectual Property for the purpose of conducting or completing the Project.

All Inventions/Work(s), whether or not patentable or subject to copyright, which may be made, written, conceived or otherwise provided by the Contractor, or its Personnel, in performing the Services, either alone or in conjunction with others, in whole or in part, is work made for hire and is the sole and exclusive property of CGIAR. The Contractor agrees, upon CGIAR's request and at CGIAR's expense, to provide reasonable cooperation and assistance in the prosecution, defense, and maintenance of any Intellectual Property Rights (IPR) relating to any such Invention/Work(s). Unless and until covered by Letters of Patent or otherwise disclosed to the public by CGIAR, the Contractor will treat all Inventions/Works as Confidential Information. Upon the completion or termination of the Services, the Contractor will promptly turn over to CGIAR all Inventions/Works developed in the course of providing the Services.

The Contractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Contractor first obtains CGIAR's prior written consent thereto, which CGIAR may grant or deny in its sole discretion, and the manuscript, exhibit or speech will have been approved in writing by CGIAR.

The Contractor will ensure that no part of any Invention/Work(s) will contain Third Party Material without first obtaining the written permission of the IPR owner to use such data or material and any such data or material will clearly be identified to CGIAR by the Contractor prior to or at the time of delivery to CGIAR.

In the event the Contractor includes any Pre-existing Intellectual Property in any Invention/Work(s) the Contractor will clearly identify such Pre-existing Intellectual Property to CGIAR and CGIAR will have a non-exclusive, perpetual, worldwide, royalty-free license to use such Pre-existing Intellectual Property to the extent necessary to make use of the Invention/Work(s).

The Contractor will:

- ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
- perform secure back-ups of all Project Material; and
- at the expiration or termination of this Agreement, deliver to CGIAR all Project Material and other property of CGIAR, which is in the Contractor's possession or control.

If unsatisfied with the quality or any other aspect of the Services or Project Materials, CGIAR may, at its sole discretion, amend or reject any Service or Project Material, statement, or recommendation made by the Contractor. If required to do so by CGIAR, the Contractor will correct rejected Service or Project Material within seven days or such longer period of time as will be agreed in writing by CGIAR.

## **10. Confidentiality**

The Contractor acknowledges that during the Term of this Agreement the Contractor and its Personnel may become acquainted with or have access to Confidential Information, and agrees to maintain the confidence of the Confidential Information and to prevent its unauthorized disclosure to, or use by, any other person, firm, or company. The Contractor will ensure compliance with this obligation by its Personnel.

The Contractor and its Personnel will not disclose or use any Confidential Information except to the extent that such disclosure or use:

- is strictly necessary for the performance of the Services;
- is required by Legislative Requirements;
- is authorized by prior written approval from CGIAR; or
- already is or comes into the public domain otherwise than through the Contractor's unauthorized disclosure (or that of any of its Personnel).

The Contractor and its Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.

The Contractor will only disclose Confidential Information to the Contractor's Personnel who are directly involved in the provision of the Services and who need to know the information and the Contractor will ensure that such Personnel are aware of, and will comply with, these obligations and will sign a confidentiality undertaking provided by CGIAR with CGIAR on request.

If the Contractor is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to CGIAR.

The Contractor agrees that this obligation applies during the Term of this Agreement and after termination of this Agreement.

## **11. Data Protection and Privacy**

The Contractor undertakes to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.

In addition to observing all Legislative Requirements of the country of the Contractor's registration and also the country or countries where the Services are performed, the Contractor and its Personnel will:

- observe the privacy principles in any Data Protection Legislation in the country or countries where the Services are performed and also the country of the Contractor's own registration;
- not disclose, use or hold any Personal Data in breach of any Data Protection Legislation; and
- indemnify CGIAR for any Loss due to any breach of any Data Protection Legislation.

The Contractor consents to the holding, processing and accessing of Personal Data by CGIAR relating to the Contractor or its Personnel for all purposes relating to the performance of this Agreement including, but not limited to, transferring such Personal Data to any country or territory.

## **12. No Employment or Agency**

Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between CGIAR and the Contractor.

Nothing in this Agreement will constitute the Contractor as acting as an agent of CGIAR. The Contractor will not have any right or power whatsoever to contract on behalf of CGIAR or bind CGIAR in any way in relation to third parties unless specifically authorized to do so by CGIAR and the Contractor will not hold itself out as having any such authority.

Nothing contained in this Agreement will constitute a partnership or joint venture between CGIAR and the Contractor.

## **13. Indemnity, Insurance, and Duty of Care**

The Contractor will indemnify and keep indemnified CGIAR, and the officers, employees, and agents of CGIAR, from and against any loss, damages, expenses or costs, including costs of any settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of:

- the performance or failure to perform the Services or any part of them;
- a breach of the terms of this Agreement;
- any negligence by the Contractor or its Personnel in connection with the Services and/or this Agreement;
- a breach of warranty or representation, statutory duty, and/or tortious or illegal acts or omissions by the Contractor or its Personnel;
- a claim made against CGIAR by any Contractor's Personnel in respect of any breach of the terms of this Agreement or any Legislative Requirements concerning remuneration, income tax, worker's compensation, annual leave, long service leave, pension or superannuation or any award, determination or agreement of a competent industrial tribunal; or
- any penalty imposed for breach of any Legislative Requirement in connection with the provision of the Services by the Contractor.

CGIAR declines every form of responsibility for actions, claims, demands, costs and expenses which may arise from or be a consequence of any unlawful or negligent act or omission of the Contractor's Personnel in carrying out the Services.

The Contractor should have an appropriate level of insurance including Public Liability, Professional Indemnity, and insurance of workers. The Contractor will also comply with the Legislative Requirements of the Country in which they are incorporated relating to insurance at all times. The decision whether or not such insurances are required, rests entirely with the Contractor.

CGIAR may request evidence of insurance at any time during the Term of this Agreement and the Contractor will provide such evidence within seven days of the request.

All Contractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Contractor. The Contractor will actively manage risks associated with performing the Services and will provide evidence of such management of risk to CGIAR upon request.

#### **14. Joint and Several Liability**

In the event that the Contractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Contractor's obligations under this Agreement.

#### **15. Termination, Default, and Damages**

CGIAR may, at any time, by written notice to the Contractor, terminate or constrict this Agreement or any part of this Agreement, and upon such notice being given, the Contractor will cease or reduce work according to the notice and will immediately do everything possible to mitigate consequential losses to CGIAR.

In that event the Contractor may submit a claim for compensation, CGIAR may pay to the Contractor such sums as are fair and reasonable in respect of any loss sustained by the Contractor provided that:

- The Contractor will not be entitled to compensation for loss of prospective profits;
- CGIAR will not be liable to pay any sum which, in addition to any amounts paid or due or becoming due to the Contractor under this Agreement, would together exceed the full cost ordinarily payable under this Agreement; and
- The Contractor will not be entitled to compensation for any sums that the Contractor is able to recover from any insurance.

#### Obligations on termination for whatever reason

Immediately on termination of this Agreement or at any time at the request of CGIAR the Contractor will:

- immediately deliver to CGIAR, without making copies in any form, all Project Material including documents, materials, records, correspondence, papers and information, on whatever media and wherever located, relating to the business or affairs of CGIAR, any keys or other property of CGIAR which are in the possession of or under the control of the Contractor;
- leave the CGIAR offices as directed by CGIAR;
- irretrievably delete any information relating to the business of CGIAR stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession of or under the control of the Contractor;
- provide a signed statement that it has complied with fully with its obligations under this clause;

- supply all necessary information and explanation required by CGIAR in relation to the Services provided and any software used by the Contractor to enable CGIAR to use and complete the Services; and
- ensure that any Personnel of the Contractor comply with the terms of this clause.

If the Contractor fails within fourteen days after receipt of written notice to remedy any default in the performance of the following obligations, namely:

- To commence or to proceed at the rate of progress strictly in accordance with this Agreement; or
- To perform or observe the terms and conditions of this Agreement,

CGIAR may, by written notice, terminate the Agreement and recover from the Contractor any loss or damage suffered by CGIAR.

Without prejudice to the above provisions, if the Contractor fails to provide any or all of the Services fully in accordance with the terms and conditions of this Agreement, including the time period specified, CGIAR may, by notice given in writing, terminate the performance of this Agreement without incurring liability or termination charges of any kind.

CGIAR may at its discretion, accept deviations from deadlines as specified in this Agreement, without prejudice to any other rights and remedies. If such deviations are not accepted by CGIAR, CGIAR reserves the right to deduct from the price stipulated in this Agreement, as liquidated damages, a sum equivalent to 1% per day of the contractual price of the delayed Services for each day of delay up to a maximum 15 days. In the event that deadlines as specified in this Agreement are not respected, CGIAR has an option to terminate the Agreement without incurring any liability for termination charges or any other liability of any kind.

## **16. Force Majeure**

Neither party will be considered in breach of this Agreement to the extent that performance of their obligations is prevented by a Force Majeure Event. Upon occurrence of an event considered by the Contractor to constitute a Force Majeure Event, it will immediately notify CGIAR in writing and recommend options to overcome the effects of the event.

Upon receipt of the notice, CGIAR will make a determination, at its sole discretion, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Contractor of its determination in writing. Despite any determination by CGIAR, the Contractor will endeavor to overcome the Force Majeure Event and continue to perform its obligations under this Agreement as far as reasonably practicable, subject to the other terms of this clause.

If CGIAR determines that a Force Majeure Event has occurred CGIAR may suspend or terminate the whole or part of this Agreement by written notice to the Contractor. Where this Agreement is suspended pursuant to this clause, the Parties will work together to agree any steps to be taken and an appropriate timetable to enable continued provision of the Services affected by the Force Majeure Event.

Where this Agreement is terminated pursuant to this clause, the Contractor will be entitled to payment in accordance with the terms outlined in the Performance and Termination clause and the provisions of that clause will apply.

## **17. Settlement of Disputes**

The Contractor and CGIAR will use their best efforts to resolve any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, by negotiation.

In the case an amicable settlement is not reached within sixty (60) days of such dispute, controversy or claim having been notified by one party to the other in writing, the dispute, controversy or claim will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. There will be one arbitrator appointed by the parties by mutual consent, or failing this, by the Secretary-General of the Permanent Court of Arbitration. The place of arbitration will be Paris, France and the language to be used in the arbitration proceedings will be English.

## **18. Promotion and Publicity**

The Contractor will not, without prior written approval of CGIAR, make any public statement about or advertise or promote its involvement in providing the Services to CGIAR, whether in written, verbal or visual format (Promotional Material).

The Contractor will submit the request for approval of Promotional Material at least 30 days prior to the intended publication or promotion. If CGIAR determines that any amendments are necessary to the Promotional Material, the Contractor will make these amendments and submit amended Promotional Material to CGIAR to approve.

CGIAR may in its sole discretion refuse to approve Promotional Material provided to it by the Contractor.

The Contractor must ensure that all Promotional Material is accurate and not misleading in any way.

## **19. Assignment**

No rights or obligations of or Services to be rendered by the Contractor under this Agreement will be assigned, transferred or subcontracted to any third party without the prior written consent of CGIAR.

## **20. Notices**

Notices will be in writing and will be delivered by either prepaid and registered post, by hand, by facsimile or by email to the other party's representative at the address specified in this Agreement or such other address as is subsequently notified by the party. Notices will be deemed to have been received:

- If sent by prepaid registered post, on the day the mail would be delivered in the ordinary course of mail;
- If hand delivered by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt;
- If sent by facsimile, successfully sent (as noted on the sender's fax machine) by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt; and
- If by email, the date of sending provided a delivery receipt for such email is received by the sender.

## **21. Waiver**

A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant party. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

## **22. Severability**

Each provision of this Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is void or otherwise unenforceable for any reason that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

## **23. Amendment**

No amendment or change to this Agreement will be of any force or effect unless such amendment or change is in writing and signed by the parties.

## **24. Survival**

The following clauses will survive the expiration or termination of this Agreement:

- Project Material and Intellectual Property;
- Confidentiality;
- Data Protection and Privacy;
- Indemnity, Duty of Care, and Insurance;
- Promotion and Publicity; and
- Survival.

ANNEX A: DETAILS OF REPRESENTATIVES, DESCRIPTION OF SERVICES, AND PAYMENT MILESTONES

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Part 1: Details of Representatives

<b>CGIAR Contact Details</b>	
<u>Contact 1</u>	<u>Contact 2</u>
Name:	Name:
Title:	Title:
Email:	Email:
Phone	Phone
<u>Contact 3</u>	
Name:	
Title:	
Email:	
Phone	
<b>Contractor Contact Details</b>	
<u>Contact 1</u>	<u>Contact 2</u>
Name:	Name:
Title:	Title:
Email:	Email:
Phone	Phone
<u>Contact 3</u>	
Name:	
Title:	
Email:	
Phone	

Part 2: Description of Services

Description of Services

Responsibilities of Contractor

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Responsibilities of CGIAR

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Part 3: Payment Milestones (if applicable)

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### **Part 1: Payment Terms**

The Total Contract Sum to be paid to the Contractor for the Services will not exceed the number listed in the Cover Sheet to this Agreement.

Payment is made in accordance with this Agreement.

Amounts are in the currency as indicated on the Cover Sheet. The Contractor will be entirely responsible for all risks arising out of currency fluctuations associated with this Agreement.

The invoice(s) will be formulated solely on the basis of the Contract Sum. Payments to the Contractor's designated personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Contractor.

The Contractor will not be entitled to payment of an invoice unless and until:

1. The deliverable items for which payment is claimed have been achieved or completed in accordance with the terms of this Agreement and also to the satisfaction of CGIAR; and
2. All Project Material for that part of the Services for which payment is claimed has been submitted to and approved by CGIAR.

Any payment by CGIAR is payment on account only and not evidence of the Contractor's compliance with this Agreement, an admission of liability, or acceptance by CGIAR of the Services.

If the conditions for payment are met and all terms of this Agreement are complied with, CGIAR will make payment within 30 days of the invoice date.

The Contractor consents to CGIAR deducting from moneys otherwise due to the Contractor any overpayment previously made, any moneys due from the Contractor and any claim to money which CGIAR may have against the Contractor, whether for damages or otherwise. Where it is found that any overpayment has been made to the Contractor CGIAR may also require reimbursement of such overpayment within 21 days of written demand.

The Contractor must provide CGIAR with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Contractor's account currency differ, the exchange rate will be that of the date of the transfer.

### **Part 2: Invoices and Taxes**

Payment of any invoice by CGIAR is subject to the Contractor providing a valid invoice to CGIAR. A valid invoice will be in writing, contain the details of the Services provided including

unit, unit rate, taxes, and any other information to be able to describe the Services and charges in sufficient detail.

Unless otherwise instructed, the amount of tax listed on Contractor's invoice shall be shown as a separate item together with the method of calculation.

If it is subsequently determined that any taxes and duties from which CGIAR is exempted have been included in the price paid by CGIAR, the amount of such taxes and duties will be refunded by the Contractor. In the event that the Contractor's price includes taxes or customs duties for which CGIAR is exempt, CGIAR may deduct such amount from the Contract price and payment of such corrected amount shall constitute full payment by CGIAR.

The Contractor acknowledges that CGIAR will withhold any taxes, which it is required by Legislative Requirements to withhold.

The Contractor acknowledges that it has not received any taxation advice from CGIAR and understands that all its taxation obligations remain the responsibility of the Contractor.

CGIAR may require the Contractor to provide additional information to assist CGIAR to determine whether an amount is payable. The payment term will be 30 days after the Contractor has provided the additional information to CGIAR's satisfaction.

### **Part 3: Accounting Records**

The Contractor will keep all records, including but not limited to invoices issued for payments pertaining to the Services, for a period of at least seven years following the expiration or termination of this Agreement. The records kept pursuant to this provision will at all reasonable times be available for an open inspection by CGIAR or a delegate of CGIAR who will be at liberty to take copies or extracts from the Records. The Contractor will cooperate fully in providing CGIAR or the delegate of CGIAR answers to such enquiries as may be made about such records.

## ANNEX C: SPECIAL CONDITIONS

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1. The Contractor agrees to cooperate as necessary to fulfill all compliance requirements.
2. The Contractor warrants that neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
3. The Contractor will undertake its best effort to ensure that payments provided by CGIAR under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.
4. The Contractor warrants to pay all taxes, duties and charges imposed or levied in the country of which the Contractor is registered and/or in the country in which it is operating, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.
5. The Contractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviors on basis of gender, religion and/or ethnicity.
6. The Contractor warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.
7. The Contractor warrants that it, and its Personnel, will adhere to work health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
8. The Contractor warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.
9. The Contractor warrants that neither it, nor its Personnel, is engaged in any political activity in the relevant country that may negatively impact on this Agreement.
10. Any breach of this Annex shall entitle CGIAR to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind to CGIAR.

## ANNEX D: DEFINITIONS

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The words used in this Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Agreement, the definition within the Agreement will be controlling.

The following terms or expressions used in this Agreement have the stated meanings:

“Agreement” means this document (including all Annexes) and is as may be amended or supplemented by the Parties from time to time in writing;

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Agreement is to be fulfilled;

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means CGIAR proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, funders, affiliates, or agents disclosed to the Contractor or its personnel by CGIAR either directly or indirectly;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Deliver” means hand over to, at the place specified in the Agreement, and acceptance of the item, whether it be a Good, a Service, a Premises, or other deliverable, by the Contractor or CGIAR at that place and delivery has a comparable meaning;

“Force majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Goods” means any item or tangible thing provided, or to be provided, to CGIAR by the Contractor (or any of the Contractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the materials, plant, equipment or other supplies stated in the Agreement. Where the context requires, the term “Goods” also includes “Services” as ordered in this Agreement and any ancillary services in relation to supply of goods;

“Invoice” means an invoice that complies with all relevant laws in the country in which the goods and services are delivered;

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to Goods and/or Services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

“Invention/Work(s)” means all data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables;

“Legislative Requirements” means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Loss” or “Losses” means any damage, liability, cost or expense including legal expenses;

“Material” includes property, equipment, information, data, photographs, documentation or other material in any form, including software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“Party” and/or “Parties” means either CGIAR or the Contractor or both collectively;

“Payment Milestone” means an identified deliverable for which the Contractor is entitled to receive a payment in accordance with this Agreement;

“Personal Data” means personal information as defined by the Legislative Requirements governing this Agreement including all Data Protection Legislation;

“Personnel” means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party;

“Pre-existing Intellectual Property” means Material or Inventions/Work(s) in existence prior to the date of this Agreement, developed by the Contractor or an associated entity, and utilized in conjunction with or for developing Project Material;

“Price” means the price, exclusive of any taxes, payable by CGIAR as stated in the Agreement;

“Project Material” means all Material:

- brought into existence or supplied as part of or for the purpose of performing the Services;  
or
- copied or derived from the above Material;

“Record” means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that Records information relevant to CGIAR’s operations;

“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of CGIAR and “Regulatory Body” will be construed accordingly;

“Services” means any service provided, or to be provided, to CGIAR by the Contractor (or any of the Contractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the Services expressly stated in the Agreement together with any Services that are necessary to perform those Services and any Services associated with the supply of the Goods; and

“Third Party Material” means any Material made available by the Contractor for the purposes of this Agreement in which a third party holds Intellectual Property Rights.