

Consortium Constitution^{1,2}

Article 1: Establishment, name and legal status

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

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

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

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

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

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

The founding members of the Consortium (hereinafter referred to as “Member Centers” or “the Member Centers”) are:

- ...[list of founding members]

Article 2: Vision, purpose, and scope

2.1 CGIAR Vision

The vision of the CGIAR is to reduce poverty and hunger, improve human health and nutrition, and enhance ecosystem resilience through high-quality international agricultural research, partnership and leadership³.

2.2 Purpose of the Consortium

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

² Terminology for specific entities (e.g. , "CGIAR," “Strategic Results Framework,” “Mega Program”) may be adapted based on future changes to names and structures in the system

³ From the Maputo reform proposal, 2008

36 The purpose of the Consortium is to provide leadership to and coordinate activities
37 among Member Centers and, where consistent with the Consortium’s scope, other
38 Partners, in order to enable them to enhance their individual and collective contribution to
39 the CGIAR vision, through:

- 40 • Fostering a more conducive international policy environment for agricultural
41 research for development and increasing CGIAR relevance and effectiveness
42 within the international development institutional architecture
- 43 • Enhancing Member Center research impact through common strategic objectives,
44 programmatic convergence, concerted action and fostering innovation
- 45 • Together with the CGIAR Fund Council, significantly expanding the financial
46 resources available to the Member Centers to conduct their work
- 47 • Managing the allocation of funds to meet priorities identified in the strategy and
48 Strategic Results Framework, and serving as a central point of fiduciary and
49 operational accountability for all funds that pass to it from the Fund
- 50 • Improving the cost-efficiency of each Member Center and of the CGIAR system
51 as a whole through the provision of advice, world class shared functions and
52 research platforms, and other means
- 53 • Identifying and promoting to the Member Centers opportunities to achieve gains
54 in relevance, efficiency and effectiveness

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56 **Article 3: Consortium Office, shared services units, offices [to be refined
57 and detailed in Phase II]**

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59 • The principal location of the Consortium Office shall be at ..., ..., or at such other
60 place in ... as may be mutually agreed upon by the Government of ... and the
61 Consortium
- 62 • Nothing in the preceding provisions of this Article shall preclude co-operation
63 and collaboration in a less formal manner between the Consortium and other
64 countries or organizations

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

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69 It is envisioned that the Consortium shall seek primary funding from the Fund. It may
70 accept other funds from other sources as the Consortium Board determines are consistent
71 with the purpose of the Consortium, as defined in Article 2.2, and the current CGIAR
72 strategy and Strategic Results Framework.

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74 **Article 5: Structure and governance**

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76 The organs of the Consortium are:

- 77 • The Consortium Board (the “Board”) including its Officers (Chair, Vice-Chair)
- 78 • The Board Committees
- 79 • The Consortium Office headed by the Consortium CEO

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81 Member Centers are legally independent bodies whose relationship with the Consortium
82 entails the rights and responsibilities described in Article 9. The Member Centers shall
83 be the locus of research expertise and implementation in the CGIAR.
84

85 **Article 6: Board**

86 87 **6.1 Objectives**

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89 The primary objective of the Consortium Board shall be to lead, coordinate and support
90 the Member Centers in collective pursuit of the CGIAR vision. It shall provide
91 leadership, strategic direction and harmonization in areas of common interest among the
92 Member Centers and serve as the focal point of activity and responsibility for the Fund.
93 The Board will oversee the development of the CGIAR strategy, Strategic Results
94 Framework, Mega Programs and organizational framework, and collaborate with the
95 Fund Council and Funders Forum to gain agreement and secure funding. It will also,
96 with the support of the Consortium Office, oversee the performance of Mega Programs
97 and of Member Centers as set forth in this document and relevant performance
98 agreements.
99

100 **6.2 Membership and eligibility**

101 102 *6.2.1 Nominations of Board members*

103
104 Initial Board members will be selected by a search and selection committee following a
105 process approved by the Alliance of CGIAR-supported Centers. Subsequent Board
106 members will be selected via a nomination process described herein:

- 107 • If a Board seat is known to be coming open with any timing other than the
108 expiration of a normal term, the Chair shall give notice of the vacancy to the
109 Nominations Committee
- 110 • Once a Board vacancy is posted, the Nominations Committee shall seek
111 nominations in an open and transparent process.
- 112 • Advised by the Nominations Committee, the Board shall propose nominee(s) (one
113 per unfilled position) to the Member Centers
- 114 • Each Member Center shall have one vote for or against each nominee; nominees
115 are elected by a 3/4 super-majority of the Member Centers in favor
- 116 • If a nominee fails to gain the required number of votes in favor, the Nominations
117 Committee must propose a new nominee for that vacancy
- 118 • If 3 subsequent nominees for a given vacancy each fail to gain the required
119 number of votes in favor, any following nominees are elected by a simple
120 majority of the Member Centers voting in favor, following the process as above.
121 Nominees who failed to gain a 3/4 super-majority in favor may be, at the
122 discretion of the Consortium Board, proposed again for the simple majority vote
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124 Initial Board members will serve two or three-year terms to ensure a staggered transition,
125 with a maximum of six years of consecutive service. Subsequent Board members will
126 serve three-year terms, with a maximum of six years of consecutive service.

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This nomination process does not apply to the Board’s observers.

6.2.2 Composition

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

- 9 voting members selected on individual merit and not to represent certain bodies or organizations:
 - Membership should reflect policy, science/research and financial/managerial backgrounds
 - No members may concurrently be an officer, trustee or an employee of a CGIAR-supported Center, office, or program
 - No members may concurrently be an officer, trustee or an employee of any organ of the Fund
 - At least 4 members at any given time must not have been affiliated with the CGIAR in the 3 years prior to joining the Consortium Board
- 1 voting *ex officio* member: the Consortium CEO
- 2 non-voting, non-member observers: one representative of Member Center leadership, as agreed and appointed by the Member Centers, and one representative of the Fund Council, as agreed and appointed by the Fund Council

6.2.3 Officers (Chair, Vice-Chair)

In the inaugural Board, the Chair and Vice-Chair shall be selected by the search and selection committee following a process as approved by the existing Alliance of CGIAR-supported Centers. Subsequent Chairs and Vice-Chairs will be selected by the Board from among the Board’s members (unless otherwise agreed by the Board).

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

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

The terms of the Chair and Vice-Chair will begin at the meeting in which they are elected. Terms will last for a minimum of a two-year period, unless pre-empted by the end of the Board member’s Board term or decided otherwise by the Board for exceptional reasons.

6.2.4 Secretary

171 The Chair shall appoint a Secretary of the Board. The Secretary shall attend Board
172 meetings and perform such recording and record-keeping functions as requested by the
173 Board.

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175 *6.2.5 Voting*

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177 Board decisions will be made by consensus to the maximum extent possible. As a last
178 resort, where a clear decision is required and consensus is not achievable, the members of
179 the Board shall each have one vote. In case of a tie, the vote of the Chair (or the Vice-
180 Chair if the Chair is absent) shall be the deciding vote. Vote by proxy via another Board
181 member is possible, if communicated to the Chair prior to the meeting. Decisions will be
182 made by simple majority vote unless otherwise specified and provided a quorum is
183 present.

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185 *6.2.6 Secret ballot*

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

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190 **6.3 Meeting frequency and interaction**

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192 *6.3.1 Frequency*

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194 The Board shall meet and interact as deemed necessary to function effectively. At a
195 minimum, there should be two in-person Board meetings per year. It is anticipated that,
196 next to the aforementioned in-person meetings, there will be at least bi-monthly
197 additional conference calls and regular electronic updates as requested by the Chair.
198 Board members are expected to adequately prepare for all Board and relevant Committee
199 meetings; a significant time commitment is expected. Beyond the commitment of Board
200 members, the Chair will be expected to devote as much additional time as is necessary to
201 ensure the effective functioning of the Board.

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

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206 *6.3.2 Special meetings*

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208 Special meetings include any Board meetings outside those that are regularly scheduled.
209 They may be called at the request of the Chair, 3/4 of the Board members or 3/4 of the
210 Member Centers.

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212 *6.3.3 Participation*

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214 Board members shall make every reasonable effort to participate in all meetings. Board
215 members may not appoint an alternate to serve in their stead. In the event a Board
216 member does not attend more than two consecutive meetings, the membership of such a

217 Board member may be reassessed by the Chair, who may request the Board member's
218 voluntary resignation or recommend to the Board that the member be removed.

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220 *6.3.4 Quorum*

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222 A Board meeting shall not be held unless over one half of all members are present. This
223 rule applies to all regular and special meetings of the Board, including teleconferences.

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225 *6.3.5 Notice and communications*

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227 The Consortium Office, in collaboration with the Chair, shall prepare the agendas and
228 materials for Board meetings. The agenda and materials shall be circulated to Board
229 members electronically at least two weeks prior to each regular meeting and one week
230 prior to any special meetings. All advice and recommendations of the Board will be
231 recorded in minutes of the Board meetings, which shall be copied to all members of the
232 Board, to be approved and retained in the permanent records of the Consortium Office.
233 Confirmed minutes of each meeting will be communicated to all Member Centers and the
234 Fund Council and made available to the general public within 10 business days of their
235 confirmation. The Consortium Office shall support the Board by providing the required
236 documents and by coordinating communications as required. Communication with
237 Board members and the Consortium Office may be conducted by mail, fax,
238 electronically, or by other appropriate means.

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240 In addition to other communications, the Consortium Board shall produce, with the
241 support of the Consortium Office, an Annual Report in such a form as required by
242 applicable law. The Annual Report shall, at minimum, be distributed to the Member
243 Centers, Fund Council and Partners and shall be made available to the general public.

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245 **6.4 Roles and responsibilities**

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247 Although the Board is ultimately responsible for all roles and responsibilities stated
248 below, it may delegate tasks to the Consortium CEO and Office as it deems appropriate.

249
250 Concerning strategy development, resource mobilization and funds allocation the Board
251 will:

- 252 • Oversee the development of, review and endorse the CGIAR strategy and
253 Strategic Results Framework and submit them to the Funders Forum for approval.
254 The strategy and Strategic Results Framework shall be developed together with
255 Member Centers and with the input of a broad range of donors and Partners
- 256 • Develop a framework for funding, including a resource mobilization strategy, in
257 cooperation with the Fund Council, to structure funding flows to address
258 programmatic and structural financing needs
- 259 • Engage in fund raising together with the Fund Council
- 260 • Take ultimate financial and operational responsibility for all funds received by the
261 Consortium from the Fund, including full authority to enter into related

262 agreements and enforce agreed provisions as relevant vis-à-vis Member Centers
263 and any others receiving funds from the Fund via the Consortium
264 • Decide on allocation of funding across Member Centers and programs, in any
265 case where funds are given to the Consortium for allocation
266

267 Concerning Mega Programs the Board will:

- 268 • Set such common criteria, policies, and standards for Mega Program execution as
269 are helpful in ensuring Mega Program effectiveness and are consistent with the
270 Consortium purpose described in Article 2.2
- 271 • Review and endorse Mega Program proposals from Member Centers, which shall
272 address at minimum project leadership and management structure, allocation of
273 work and funds across participants, budget, performance measures, progress-
274 tracking and the reporting process
- 275 • Submit proposals for Mega Programs and the allocation of funds across Mega
276 Programs to the Fund Council for consideration, taking into account proposals
277 submitted to the Consortium by Member Centers. Enter into performance
278 agreements with the Fund Council for Mega Program implementation
- 279 • Review and authorize fund allocation within Mega Programs, on the basis of
280 proposals submitted by Mega Program participants
- 281 • Enter into performance contracts with Member Centers and Partners involved in
282 execution of the Mega Programs
- 283 • Oversee the monitoring of Mega Program performance and take appropriate
284 remedial actions with participants when necessary to ensure the use of funds for
285 intended purposes and the success of the Mega Program. The Consortium's
286 performance management role vis-à-vis Mega Programs shall address
287 development impact as well as financial and operational performance
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289 Concerning Member Centers outside of those roles specific to Mega Programs, the Board
290 will:

- 291 • Set such common criteria, policies, and standards for Member Center
292 performance and efficiency as are consistent with the Consortium purpose
293 described in Article 2.2
- 294 • Review the performance and efficiency of Member Centers
- 295 • Review the general alignment of Member Centers' activities with the CGIAR
296 strategy and Strategic Results Framework
- 297 • Review the current and potential structural organizations of and among the
298 Member Centers, and decide on appropriate actions including any opportunities
299 for Member Center or field asset realignment. Such a review shall be based on
300 thorough analysis and shall include appropriate involvement of Member Centers
- 301 • Advise Member Centers on best practices in areas of common interest, including
302 governance, risk management and supporting functions
- 303 • Review and endorse plans for, and, together with the CEO, oversee shared
304 functions and research platforms [\[to be detailed in Phase 2\]](#)
305

306 Concerning reporting and external relations, the Board will:

- 307 • Update the Fund Council on its activities. The Board shall report at least annually
308 to the Fund Council, in a form mutually agreeable to the two parties, and as
309 otherwise agreed in performance and related agreements with the Fund. This
310 reporting shall address performance vis-à-vis the strategy and Strategic Results
311 Framework, financial reporting with respect to use for intended purposes,
312 operational performance of the Mega Programs and Member Centers, actions
313 taken by the Consortium Board with regard to Member Center operations and
314 common services, and any other Consortium and Member Center activities
315 relevant to the Fund Council’s investment
- 316 • Work with the Fund Council to establish common standards for reporting on
317 Mega Program and Member Center performance, in order to reduce the overall
318 reporting burden on Member Centers
- 319 • Support the Consortium CEO and Consortium Office in advocacy, public
320 relations, and communications efforts

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322 In addition, the Board will oversee the Consortium Office as a business entity, and in so
323 doing, will:

- 324 • Develop, maintain, and, as needed, update the strategic and operating plans of the
325 Consortium Office
- 326 • Approve the operating budget of the Consortium Office and Consortium Board
- 327 • Select, hire, conduct performance reviews, and determine the continued
328 employment or removal of the Consortium CEO

329

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

- 331 • Assume financial and operational accountability for Mega Programs and the
332 Consortium Office including shared services and research platforms
- 333 • Initiate periodically external reviews of Consortium functioning and performance
- 334 • Determine criteria for membership in the Consortium, and as warranted, nominate
335 prospective Member Centers for membership. This nomination must be approved
336 by the current Member Centers; see Article 9.9.
- 337 • Propose amendments to this Constitution to Member Centers, in consultation with
338 the Fund Council
- 339 • Seek to resolve conflicts among Member Centers and between the Consortium
340 and any Member Centers
- 341 • Design mechanisms for risk management and compliance and oversee their
342 implementation

343

344 **6.5 Compensation**

345

346 Inaugural Consortium Board members shall be compensated for their services as
347 proposed by the Search and Selection Committee and approved by the Alliance of
348 CGIAR-supported Centers. On an ongoing basis, Board members shall be compensated
349 as proposed by the Consortium Board and approved by the Member Centers.

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351 Additionally, Board members shall receive reimbursement of expenses incurred in the
352 performance of their duties.

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6.6 Resignation and removal policies

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

Gross negligence of duties, fraud and/or criminal activity shall be grounds for Board member removal. A unanimous vote of the voting Board members, the Board member being removed excluded, or a 3/4 super-majority vote of the Member Centers is provision for removal.

Article 7: Committees

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

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

Article 8: Consortium Chief Executive Officer (CEO) and Consortium Office

8.1 Consortium Chief Executive Officer (CEO)

The Chief Executive Officer of the Consortium shall be selected by the Board. The CEO will be both a public face of the CGIAR system and the leader of the Consortium Office staff, which will be recruited and appointed by the CEO. The performance of the CEO shall be reviewed by the Board annually.

The internal roles and responsibilities of the CEO shall include:

- Contributing to the development of and implementing the overall CGIAR strategy, Strategic Results Framework and portfolio of Mega Programs, in close cooperation with Member Centers and Partners
- Leading the implementation and ongoing renewal of the Strategic Results Framework
- Working closely with the Consortium Board in developing common policies and standards for Mega Programs and Member Centers, as described in Article 6.4

- 398 • Managing the development of proposals, budgets, and performance contracts to
399 implement the Strategic Results Framework, including those for Mega Programs,
400 with involved Member Centers and Partners
- 401 • Providing day-to-day oversight of the role of the Consortium in managing and
402 monitoring the performance of Mega Programs and any other programs
403 implementing the Strategic Results Framework
- 404 • Managing, directly or through staff, the Consortium Office functions and
405 dissemination of best practices across Member Centers in common areas such as
406 governance, HR, financial management and risk management
- 407 • Leading the Consortium Office in gathering the information needed from Member
408 Centers in order for the Consortium Board to fulfill its reviewing and oversight
409 roles as described in Article 6.4
- 410 • Identifying and setting up such shared functions and research platforms as may be
411 needed to optimize Consortium and Member Center effectiveness and efficiency,
412 and managing, directly or through staff, the organization needed to provide shared
413 functions and research platforms
- 414 • Developing an annual Consortium Office budget for Consortium Board approval,
415 and ensuring adherence to this budget and prudent spending as is deemed
416 appropriate for a development organization
- 417 • Establishing an effective system for liaising with Member Centers to ensure
418 coordination and alignment
- 419 • Supporting the Consortium Board to enable it to execute its roles and
420 responsibilities effectively and liaising regularly with its Chair and members
- 421 • Supporting Member Centers to enable them to execute their roles and
422 responsibilities effectively

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424 The external roles and responsibilities of the CEO, which may at times be carried out
425 together with the Consortium Board Chair or other members of the Consortium Board,
426 shall include:

- 427 • Representing the Consortium in negotiations and other interactions with the Fund
428 Council, Trustee, Fund Office and, if needed to further the Consortium purpose or
429 requested by the Fund Council, individual donors
- 430 • Partnering with members of the Fund Council in raising funds for the CGIAR
- 431 • Building strategic collaboration and relations with external Partners, including
432 private sector institutions and relevant NGOs, ARIs and national agricultural
433 research systems, to further the pursuit of the CGIAR vision and Consortium
434 purpose, as described in Article 2
- 435 • Conducting advocacy efforts to expand the CGIAR's positioning and brand,
436 including representing the CGIAR at top-level international fora and other
437 relevant meetings

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439 The CEO role shall also include such other activities as the CEO may find necessary or
440 useful to further the Consortium's purpose

441

442 **8.2 Consortium Office**

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444 The Consortium Office shall consist of a professional staff responsible for carrying out
445 the day-to-day operations of the Consortium. The powers, duties and processes of the
446 Office shall be defined in directions as shall be provided by the Board and CEO.
447

448 The CEO shall manage the Consortium Office and shall report on its activities to the
449 Board as and when required by the Board, but at a minimum twice per year, as
450 determined in directions as shall be provided by the Board.
451

452 The Consortium Office shall not directly conduct agricultural research.
453

454 **Article 9: Consortium Member Centers**

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456 **9.1 Role of Member Centers**

457 The Member Centers are the locus of research expertise and research management within
458 the CGIAR. Within the framework of this Constitution, the Consortium shall aim to
459 support the Member Centers in discharging their research and management roles.
460 Correspondingly, the Member Centers shall aim to support the Consortium Board and
461 CEO in executing their roles and responsibilities, as defined in Articles 6.4 and 8.1 of this
462 Constitution, and consequently shall accept the authority of the Consortium Board and
463 CEO in decisions regarding these roles and responsibilities.
464

465 **9.2 Responsibilities of Member Centers**

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467 The responsibilities of Member Centers include:

- 468 • Adherence to this Constitution and to Consortium Board decisions
- 469 • Partnership with each other and the Consortium Board, and support of the
470 Consortium Board in fulfilling its roles and responsibilities (Article 6.4)
- 471 • Execution of high-quality research in accordance with performance contracts as
472 may be entered into with the Consortium
- 473 • Operating in alignment with the CGIAR's overall strategy and Strategic Results
474 Framework
- 475 • Operating efficiently
- 476 • Reporting on research impact and efficiency to the Consortium, on the basis of
477 common criteria, processes and standards set by the Consortium Board and/or
478 CEO

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480 **9.3 Rights of Membership**

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482 The rights of membership conferred upon Member Centers, subject to the provisions of
483 Article 9.8, include:

- 484 • Being consulted by the Consortium Board for advice and feedback
- 485 • Submitting research proposals to implement Mega Programs or other aspects of
486 the Strategic Results Framework the Consortium Board for consideration and
487 potential funding from the Fund
- 488 • Receiving a copy of all required reporting from the Consortium Board and
489 Consortium Office provided to the Fund Council

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491 Additional rights may be conferred to Member Centers individually by contract or
492 agreement or collectively through Consortium Board decisions.

493

494 **9.4 Rights and Responsibilities of Member Centers in Securing Bi-lateral Funding**

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496 In addition to acquiring the rights of membership, Member Centers maintain their
497 existing right to secure bi-lateral funding, provided that such funding includes full
498 overhead costs for the funded activities.

499

500 Additionally, all bi-lateral-funded projects shall be included in Member Centers'
501 financial and activity reporting to the Consortium.

502

503 **9.5 Member Center Rights in Consortium Governance**

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505 Member Centers shall have the following governance rights, each of which requires the
506 Consortium Board's prior nomination or proposal:

507 • Electing nominated Consortium Board members, following the process described
508 in Article 6.2.1

509 • Approving proposed amendments to the Consortium Constitution

510 • Approving proposed Consortium Board member compensation

511 • Admitting nominated Member Centers

512

513 Member Centers shall have the following additional governance roles which do not
514 require a prior nomination or proposal from the Consortium Board:

515 • Electing an observer to the Consortium Board from among the Member Centers

516 • Convening special Consortium Board meetings

517 • Casting a "no confidence" vote. Such a vote shall serve as a public expression of
518 severe disagreement with Consortium Board performance, decisions and/or
519 behavior, but shall not be formally binding on any specific actions of the Board
520 including its resignation

521 • In exceptional cases, removing individual Consortium Board members

522 • Approving Consortium continuity per the sunset clause, as defined in Article 13.3

523

524 **9.6 Member Center Voting**

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526 In all cases requiring a vote of Member Centers, each Member Center shall have a single
527 vote.

528

529 All votes of Member Centers in Consortium governance shall require a 3/4 super-
530 majority to pass unless otherwise specified.

531

532 **9.7 Partnership and Mediation**

533

534 It is expected that the Consortium Board will work in close partnership with Member
535 Centers, including their boards and executive leadership, and with the Fund Council, and

536 that Consortium Board decisions will be made, to the extent possible, in such a manner
537 and with such a result as is agreeable to all parties.

538
539 If the Consortium Board and a Member Center board cannot agree, either may request
540 that a third-party mediator be appointed. The identity of the mediator shall be agreed
541 upon by both parties. **[Additional detail regarding mediation to be fleshed out during**
542 **legal review and harmonized with any system-wide mediation mechanisms]**

543
544 **9.8 Member Center Compliance with Consortium Board Decisions**
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546 In the event that a Member Center does not fulfill its responsibilities as described in
547 Article 9.2 and 9.4, or is not compliant with a decision of the Consortium Board made
548 within the scope of the Consortium Board's roles and responsibilities described in Article
549 6.4, the Consortium Board may take actions it deems appropriate, within the parameters
550 described in this section. Whenever possible, the first action of the Consortium Board
551 shall be to consult with the board of the Member Center to discuss necessary remedial
552 actions. If the two parties cannot agree, either may request mediation, as described in
553 Article 9.7. If remedial actions are agreed upon, the Consortium Board shall allow
554 reasonable time for their completion.

555
556 In the event that the Member Center board is unable or unwilling to take the necessary
557 actions, the Consortium Board may take further action, including excluding the Member
558 Center from consideration for future funding, withholding current funding (as allowable
559 within any applicable agreements or contracts), and/or withholding any or all of the rights
560 of membership described in Article 9.3.

561
562 The Consortium Board may not withhold a Member Center's right to secure bi-lateral
563 funding (Article 9.4) or any other Member Center rights not conferred by virtue of
564 membership in the Consortium. The Consortium Board also may not withhold a Member
565 Center's right to discontinue membership voluntarily (Article 9.9) nor may it withhold a
566 Member Center's rights in Consortium governance (Article 9.5) so long as the Member
567 Center remains in membership.

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569 **9.9 Addition or Expulsion of Member Centers**
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571 The Consortium Board shall establish general criteria for admission to the Consortium
572 and shall nominate prospective Member Centers for membership. Prospective Member
573 Centers shall be admitted by a 3/4 super-majority vote of the Member Centers.

574
575 In the extreme case that its options as described in Articles 9.7 and 9.8 have been
576 exhausted and have not produced a resolution satisfactory to the Board, the Consortium
577 Board may hold a vote to expel a Member Center. A decision to expel a Member Center
578 must be supported by a 3/4 super-majority vote of all Consortium Board members.

579
580 It is expected that decisions regarding addition or expulsion of Member Centers will be
581 made in consultation with the Fund Council.

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Independent of the actions of the Consortium Board, Member Centers individually maintain the right to discontinue voluntarily their membership in the Consortium.

Article 10: Conflicts of interest [To be included if legally advisable and if so, tailored to legal and host country requirements]

Article 11: Relationship with other organizations

In order to achieve its objectives in the most efficient way, the Consortium may enter into agreements for close cooperation with relevant national, regional or international organizations, foundations and agencies. Member Centers retain autonomy to engage in any agreements with third parties provided they do not conflict with Member Center responsibilities and obligations set forth in this Constitution.

Article 12: Rights, privileges and immunities [To be tailored to legal and host country requirements]

- The Consortium shall make arrangements with its host country to ensure that the Consortium, its staff members and official visitors shall enjoy in the territory of the host country the same rights, privileges and immunities as customarily accorded to other international organizations, their officials, staff and official visitors. Such rights, privileges and immunities shall be specifically defined in a Consortium Office Agreement with the host country
- Similarly, the Consortium may enter into agreements with other countries in which it works for the purpose of granting the Consortium, its officials and staff such privileges and immunities as are required for such work
- The privileges and immunities referred to in the preceding paragraphs are to be provided solely to ensure in all circumstances the unimpeded functioning of the Consortium, and the complete independence of the persons to whom they are accorded

Article 13: Amendment, bylaws and dissolution [To be tailored to legal and host country requirements]

13.1 Amendment

[It is envisioned that any amendments to this Constitution must be discussed with the Fund Council and approved by 3/4 of the members of the Consortium Board, and then by 3/4 of the Member Centers. Specific language will be tailored to legal and host country requirements.]

13.2 By-laws

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

628

629 **13.3 Sunset clause**

630

631 Ten years after the formal establishment of the Consortium, the Board shall commission a
632 review of the value and sustainability of the Consortium. The Member Centers, Fund
633 Council, Trustee, and Partners shall be consulted as part of this review and shall receive
634 the review findings and conclusions. The Consortium will be dissolved if the Member
635 Centers approve both the dissolution of the Consortium and a transition plan, each by a
636 3/4 majority, provided that the transition plan also has the approval of any other parties
637 whose approval is needed for the transition plan to take effect.

638

639 **13.4 Dissolution and Liquidation**

640

641 If the Consortium is unable to continue its activities, the Board shall notify the Member
642 Centers of the situation of the Consortium.

643

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

646 In the event of liquidation of the Consortium, its remaining assets shall [...destination of
647 assets...].

648

649

650 **Glossary**

651

652 **[NOTE: This section to be replaced by the common “CGIAR Reform Glossary”**
653 **currently being compiled by the CG Secretariat]**

654

655 *Alliance of CGIAR-supported Centers:* Current coalition of the 15 Centers
656 supported by the CGIAR

657

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

659

660 *CGIAR-supported Centers or Centers:* The independently-chartered international
661 research institutions (currently 15) which are the locus of research expertise and research
662 management within the CGIAR system. Also referred to as the Consortium’s “Member
663 Centers”

664

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

667

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

670

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

672

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

674

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

677

678 *Consortium Members or Member Centers or Members:* Research institutions affiliated
679 with the Consortium

680

681 *Consortium Office:* The broader office of the Consortium CEO and support unit of the
682 Consortium

683

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

686

687 *Funders Forum:* The broader gathering of CGIAR donors which approves the system
688 strategy and Strategic Results Framework

689

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

692

693 *Nominations Committee:* Consortium Board Committee charged and empowered by the
694 Consortium Board to advise it on the nomination of Board member candidates

695

696 *Partners:* Parties outside of the Consortium, Member Centers, Fund, donors, Trustee, and
697 their affiliates, with which the Consortium and Member Centers will cooperate to further
698 their collective purposes
699
700 *Performance agreements / contracts:* Binding agreements between the Consortium and
701 the Fund Council and between the Consortium and Member Centers and Partners on
702 Mega Programs that define mutual obligations, expectations and terms
703
704 *Strategic Results Framework:* A framework to translate the system’s strategy into
705 measurable developmental impact targets