

OFFICIAL DOCUMENTS

Contribution Agreement
**Between the Bill & Melinda Gates Foundation and the International Bank for
Reconstruction and Development as Trustee of the CEPI Trust Fund (MTO 069035)**

WHEREAS,

(A) The Coalition for Epidemic Preparedness Innovations (CEPI) Association (“CEPI”) and the International Bank for Reconstruction and Development (the “World Bank”), as trustee of the CEPI Trust Fund (MTO No. 069035) (the “Trust Fund”) (the “Trustee”) entered into the Agreement on the Terms and Conditions for the Administration of the CEPI Trust Fund (including all annexes attached thereto, which constitute an integral part thereof), dated November 15, 2017, as may be amended from time to time in accordance with its provisions (the “CEPI Trustee Agreement”);

(B) Pursuant to the CEPI Trustee Agreement, the Trustee established the Trust Fund for the purpose of allowing Contributors (as defined in the CEPI Trustee Agreement) to make funding available to support the activities of CEPI;

(C) The Bill & Melinda Gates Foundation (the “Contributor”) has decided to provide contributions to the Trust Fund in accordance with and subject to the provisions of this Contribution Agreement; and

(D) The Contributor has entered into, or will enter into, an agreement with CEPI (the “CEPI-Investor Agreement”) with respect to the Contributor’s contribution to the Trust Fund, setting out the terms governing the administration of Contributions transferred from the Trust Fund to support the activities of CEPI, including, but not limited to, with respect to the responsibility of CEPI over the use of Trust Fund funds transferred and/or activities carried out therewith.

NOW THEREFORE, the Parties hereto agree as follows:

1. The Trustee acknowledges that the Contributor (together with the Trustee, the “Parties” and each a “Party”) will provide the sum of ninety-eight million twenty-two thousand seven hundred and sixty-one United States Dollars (USD 98,022,761.00) (the “Contribution”) for the Trust Fund in accordance with the terms of this Contribution Agreement.

2. The Trustee shall administer the Contribution to the Trust Fund in accordance with the CEPI Trustee Agreement, and the provisions of the CEPI Trustee Agreement shall apply to the Contribution. The Parties acknowledge that, as of the effective date of this Contribution Agreement and in accordance with the CEPI Trustee Agreement: (a) the Trustee will provide to the Contributor quarterly reports on the receipts in, transfers from, and fund balance of the Trust Fund and an annual single audit report in accordance with paragraphs 8.2 and 8.3 of the CEPI Trustee Agreement, respectively; (b) the Contributor may request, on an exceptional basis, a financial statement audit by the Trustee’s external auditors of the Trust Fund in accordance with paragraphs 8.4 of the CEPI Trustee Agreement; (c) the Trustee may return to the Contributor the Contributor’s Share, as applicable, in accordance with paragraphs 9.6 and 9.7 of the CEPI Trustee Agreement; and (d) the CEPI Trustee Agreement may be amended by written agreement of the Trustee and CEPI, but only with the prior consent of all Contributors to the Trust Fund.

3. Other Contributors are also expected to contribute to the CEPI Trust Fund on such terms and conditions.

4. The Contributor confirms that it has received a copy of the CEPI Trustee Agreement.

5. The Contributor shall make payments of the Contribution as follows:

5.1. Contribution Currency: United States Dollars

5.2. Payment Method: (a) Deposit in cash through a bank transfer, into such bank account designated by the Trustee (each amount deposited hereinafter referred to as an "Installment") upon submission of a payment request by the Trustee for each Installment.

(b) When making any deposit of cash, the Contributor will instruct its bank to include in its deposit details information (remittance advice) field of its SWIFT deposit message, information indicating: the amount deposited, that the payment is made by the Contributor for the CEPI Trust Fund (MTO No. 069035), and the date of the deposit (the "Deposit Instructions"). In addition, the Contributor shall provide a copy of the Deposit Instructions to the Bank's Accounting Trust Funds Division by e-mail sent to tfremitadvice@worldbank.org or by fax sent to (202) 614-1315.

5.3. Payment Schedule:

Installment	Amount (USD)	Payment Date
1	20,000,000	upon full signature of this Contribution Agreement
2	20,000,000	by January 31, 2018
3	20,000,000	by May 31, 2019
4	20,000,000	by May 31, 2020
5	18,022,761	by May 31, 2021

5.4. Additional Provisions for Payments:

Notwithstanding paragraph 5.3 (Payment Schedule) above:

- (a) the Contributor shall not be required to make any payment to the Trust Fund before the CEPI-Investor Agreement is entered into between the Contributor and CEPI;
- (b) upon notice by the Contributor in writing to CEPI, with a copy to the Trustee, of its decision to withhold its payment following an event of suspension of Contributor's payment pursuant to the terms of the CEPI-Investor Agreement between the Contributor and CEPI, the Contributor may withhold all or any portion of Contribution payment that has not been made to the Trustee, until such time that the Contributor notifies CEPI in writing, with a copy to the Trustee, that the Contributor will resume any such payments; and
- (c) If CEPI notifies the Trustee in writing that the Contributor and CEPI have agreed to either bring Installments forward or delay them and accordingly to revise the Payment Schedule set out above, the Trustee and the Contributor shall agree in writing to revise the Payment Schedule reflecting the schedule notified by CEPI.

6. Except with respect to the Deposit Instructions, any notice, request or other communication to be given or made under this Contribution Agreement shall be in writing and delivered by mail or e-mail to the respective Party's address specified below or at such other address as such Party notifies in writing to the other Party from time to time:

For the Trustee (the "Trustee Contact"):

Director
Trust Funds and Partner Relations
Development Finance
The World Bank
1818 H Street, NW
MSN G6-602
Washington, DC 20433, U.S.A.

Tel: + 1 (202) 473-7414
E-mail: mtotrustee@worldbank.org

For the Contributor (the "Contributor Contact"):

Bill & Melinda Gates Foundation
Attn: Meigs Naylor, Business Partner, Grants & Contracts Services
P.O. Box 23350
Seattle, WA 98102
USA

Tel. (206) 709-3713
E-mail: meigs.naylor@gatesfoundation.org

7. The Trustee and the Contributor agree that this Contribution Agreement will be made publicly available and that any related information on this Trust Fund in the Trustee's and the Contributor's possession may be publicly disclosed in accordance with: (i) the Trustee's policies and procedures with respect to any such information in the Trustee's possession; and (ii) the Contributor's applicable laws with respect to any such information in the Contributor's possession.

8. Notwithstanding paragraph 7 above, neither the Trustee nor the Contributor shall publicly disclose information in their respective possession related to the Trust Fund that has been indicated or marked in writing by either Party as confidential, unless prior written consent has been obtained from the Party providing the information or the Contributor is otherwise obliged to do so under applicable laws with respect to information in its possession.

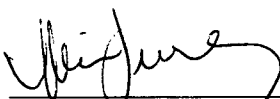
9. The Contributor and the Trustee shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to the Contribution Agreement.

10. The Trustee shall be responsible only for performing those functions specifically set forth in the CEPI Trustee Agreement and Contribution Agreements and shall not be subject to any other duties or responsibilities to the Contributors, including, without limitation, any duties or obligations that might otherwise apply to a fiduciary or trustee under general principles of trust or fiduciary law. Nothing in the Contribution Agreements shall be considered a waiver of any privileges or immunities of the World Bank under its Articles of Agreement or any applicable law, all of which are expressly reserved.

11. This Contribution Agreement shall constitute the entire agreement and understanding between the Trustee and the Contributor. This Contribution Agreement may be amended only by written amendment between the Trustee and the Contributor. The terms defined in the Preamble to this Contribution Agreement shall have the respective meanings set forth therein.

12. Each of the Parties represents, by confirming its agreement below, that it is authorized to enter into this Contribution Agreement and act in accordance with these terms and conditions. The Parties are requested to sign and date this Contribution Agreement, and upon possession by the Trustee of this fully signed Contribution Agreement, this Contribution Agreement shall become effective as of the date of the last signature.

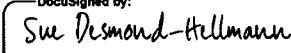
**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
as Trustee of the CEPI Trust Fund**

for 

Dirk Reinermann
Director
Trust Funds and Partner Relations

Date: November 17, 2017

BILL & MELINDA GATES FOUNDATION

DocuSigned by:


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Sue Desmond-Hellmann
Chief Executive Officer

Date: November 15, 2017

Enclosure: CEPI Trustee Agreement