

October 11, 2017

Dr. Mark Feinberg  
President and CEO  
International AIDS Vaccine Initiative  
125 Broad Street, 9th Floor,  
New York, NY 10004

## OFFICIAL DOCUMENTS

**Re: Support to Research and Development at the International AIDS  
Vaccine Initiative (Grant Number TF0A4434)  
Amendment to the Grant Agreement**

Dear Dr. Feinberg:

We refer to the Grant Agreement between the International AIDS Vaccine Initiative (“Recipient”) and the International Bank for Reconstruction and Development and the International Development Association (“World Bank”), acting as administrators IAVI-Sendai Vector Single-Donor Trust Fund, dated February 23, 2017 (“Agreement”), for the above-mentioned project (“Project”). We also refer to your request dated August 30, 2017, requesting the World Bank to provide additional resources for the financing additional activities under the Project.

We are pleased to inform you that, after due consideration, the World Bank accedes to your request and proposes to amend the Agreement as follows:

1. The first paragraph in the main text of the Agreement is amended to read as follows:

“In response to the request for financial assistance made on behalf of International AIDS Vaccine Initiative (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development/International Development Association (“World Bank”), acting as administrator of grant funds provided by the Ministry of Finance of Japan (“Donor”) under the IAVI-Sendai Vector Single-Donor Trust Fund proposes to extend to the Recipient a grant in an amount not to exceed three million five hundred and ninety three thousand and seven hundred and fifty seven United States Dollars (USD 3,593,757) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

2. New activities are added under Article II, section 2.01 of the Annex to the Agreement to read as follows:

“(c) Vector optimization and evaluation: Develop and evaluate viral vectors in a laboratory setting; identify viral strains with the highest ability to replicate in cells; and characterize and describe the properties of the new viruses.

(d) Cell line development and vector testing: Develop a cell culture and test genetic stability of viral vectors in a laboratory setting.

(e) Knowledge dissemination: Disseminate research finding at the Universal Health Care Forum.”

3. The table in section 3.01 of the Annex to the Agreement is deleted in its entirety and is replaced with the following table:

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of taxes)</b>
(1) Goods	195,769	100%
(2) Incremental Operating Costs	3,377,988	100%
(3) Training and Workshops	20,000	100%
<b>TOTAL AMOUNT</b>	<b>3,593,757</b>	<b>100%</b>

4. The definition in section 3.01 of the Annex to the Agreement is amended to read as follows:


“For purposes of this paragraph (i) “Incremental Operating Costs” means the reasonable cost of incremental expenditures incurred by the Recipient on account of Project implementation consisting of laboratory operating expenses, which include utilities, laboratory equipment maintenance and supplies and office consumables, salaries of staff of the Recipient assigned to Project implementation, support and oversight; and (ii) “Training and Workshops” means the reasonable costs, as shall have been approved by the World Bank, for training and workshops conducted under the Project, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants’ services).

All other provisions of the Agreement, except as amended herein, remain unchanged.

Please confirm the Recipient's agreement to the foregoing by countersigning and dating the corresponding form of confirmation set forth below, and returning one fully executed original of this letter to us and retaining one original for your records. The World Bank will disclose this letter and related information in accordance with the World Bank's Policy on Access to Information. By countersigning this letter, the Recipient consents to such disclosure. Upon receipt by the World Bank of the countersigned original of this letter of amendment, this letter of amendment shall become effective as of the date of the countersignature.

Very truly yours,


**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
AND INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as administration of IAVI-Sendai Vector Single-Donor Trust Fund**



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Timothy Evans  
Senior Director  
Health, Nutrition & Population Global Practice

**AGREED:**

**INTERNATIONAL AIDS VACCINE INITIATIVE (IAVI)**

By   
Authorized Representative  
Name Mark B. Feinberg  
Title President-E. CEO  
Date: 10.17.17