



TF069018

Supplemental Contribution (Window 3)

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*Amendment No. 29 to the Contribution Agreement  
Between the Bill & Melinda Gates Foundation and the Trustee  
for the CGIAR Fund (TF 069018)*

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WHEREAS, a Contribution Agreement dated April 18, 2012 was entered into by the International Bank for Reconstruction and Development (the "Bank") and the Bill & Melinda Gates Foundation (the "Fund Donor," and together with the Bank, the "Parties") (the "Contribution Agreement") for the purpose of receiving funds for the multi-donor trust fund for the CGIAR, TF 069018, and for which capitalized terms used therein and herein are used as defined in the Glossary as such term is defined in Annex 1 (Defined Terms) attached to such Contribution Agreement;

WHEREAS, the Contribution Agreement (also referred to as the Window 3 Contribution Agreement) was entered into for the Fund Donor to provide one or more grants to the CGIAR Fund for specific support to one or more Centers through Window 3, in each case in connection with a written agreement between the Fund Donor and the respective Center as specified herein; and

WHEREAS, the Fund Donor wishes to contribute additional funds for Window 3 to the CGIAR Fund;

NOW THEREFORE, the Parties hereto agree to amend the Contribution Agreement as follows:

1. The Fund Donor hereby agrees to contribute a total amount of US\$3,866,600.00 (the "Contribution") to the CGIAR Fund as specified in paragraph 3 below.
2. The Contribution shall be administered by the Trustee in accordance with the terms and conditions specified in the Contribution Agreement, including Annex 1 (Defined Terms) (until such time as Annex 1 is replaced by the Glossary through inclusion thereof in the Common Operational Framework, at which time such Glossary shall be incorporated by reference into the Contribution Agreement), Annex 2 (Trustee Provisions), and Annex 3 (Form of W3 Transfer Agreement), as well as the Governance Framework and the CGIAR Principles, which are hereby incorporated by reference, all of which constitute an integral part of the Contribution Agreement.
3. The Fund Donor shall deposit the Contribution in cash through a bank transfer into such account with such bank designated by the Trustee in accordance with the following payment schedule, in each case upon submission of a payment request by the Trustee:
  - (i) US\$3,443,150.00 upon effectiveness of this Amendment ("Installment 1"); and
  - (ii) US\$423,450.00 upon effectiveness of this Amendment ("Installment 1").
4. When making deposits, the Fund Donor shall instruct its bank to include in its payment details information (remittance advice) field of its SWIFT payment message, information indicating: the amount paid, that the payment is made by the Fund Donor for the CGIAR Fund (TF 069018), and the date of the deposit.
5. Upon receipt and identification of any deposits, and subject to the terms of paragraphs A.2.6 and A.4.3 of Annex 2 attached to the Contribution Agreement, the Trustee shall assign the Contribution as follows:

Installment	Amount	Window	Designation	CSP	Net Allocation
1	\$3,443,150.00	3	IITA	\$68,863.00	\$3,374,287.00
1	\$423,450.00	3	IFPRI	\$8,469.00	\$414,981.00
TOTAL	\$3,866,600.00			\$77,332.00	\$3,789,268.00

6. (a) The Fund Donor has entered into the IITA Grant Agreement OPP1052998 attached hereto as Annex 1 with respect to a portion of the Window 3 funds being provided hereunder to IITA, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

(b) The Fund Donor has entered into the IFPRI Grant Agreement OPP1112307 attached hereto as Annex 2 with respect to a portion of the Window 3 funds being provided hereunder to IFPRI, with the understanding that neither the Fund Council nor the Trustee is in a position to ensure that such funds will be used for the purposes and in accordance with the terms specified therein.

7. No portion of the Contribution is earmarked for lobbying activity.

8. The offices responsible for coordination of all matters related to the implementation of the Contribution Agreement and this Amendment are, except as may be notified in writing to the other Contact:

For the Trustee (the "Trustee Contact"):

Director  
Trust Funds and Partnerships  
The World Bank  
1818 H Street, NW  
Washington, DC 20433, U.S.A.  
Tel: + 1 202 473 7654  
Fax: + 1 202 614 0249

For the Fund Donor (the "Fund Donor Contact"):

Jeanine Wiese  
Officer, Grants and Contracts Management  
Bill & Melinda Gates Foundation  
1432 Elliott Avenue West  
Seattle, WA 98119, U.S.A.  
Tel: + 1 206 709 3100  
Fax: + 1 206 494 7111

9. All other terms of the Contribution Agreement shall remain the same.

10. This Amendment may be executed in separate counterparts and by each of the Parties separately on a separate counterpart, and each such counterpart, when so executed, shall be an original. Such counterparts shall together constitute one and the same instrument.

11. IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment to be signed in their respective names. This Amendment shall become effective as of the date of the last signature.

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



\_\_\_\_\_  
Jaehyang So, Director,  
Trust Funds and Partnerships  
Development Finance

Date: 10/31/2014

**BILL & MELINDA GATES FOUNDATION**



\_\_\_\_\_  
Jeanine Wiese, Officer, Grants and Contracts Management  
Bill & Melinda Gates Foundation

Date: October 24, 2014

**Annex 1 (IITA Grant Agreement OPP1052998) – for informational purposes only**  
**Annex 2 (IFPRI Grant Agreement OPP1112307) – for informational purposes only**

**BILL & MELINDA  
GATES foundation**

**GRANT AGREEMENT**  
Investment ID OPP1112307

**AGREEMENT SUMMARY & SIGNATURE PAGE**

<b>GRANTEE INFORMATION</b>	
Name:	International Food Policy Research Institute
Tax Status:	Public Charity pursuant to U.S. IRC § 509(a)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	2033 K St. NW Washington, DC, 20006-1002
Primary Contact:	Derek Headey, Senior Research Fellow, D.Headey@cgiar.org


<b>FOUNDATION INFORMATION</b>	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Shelly Sundberg, Senior Program Officer, Nutrition, Shelly.Sundberg@gatesfoundation.org


<b>AGREEMENT INFORMATION</b>	
Title:	Advancing Research on Nutrition and Agriculture (AReNA)
"Charitable Purpose":	To provide high-quality evidence and new methods and tools for improving our understanding of the linkages between agricultural development and nutrition, and how agricultural policies can most effectively help reducing under-nutrition.
"Start Date":	Date of last signature.
"End Date":	October 31, 2017
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> <li>• Grant Amount and Reporting &amp; Payment Schedule (Attachment A)</li> <li>• Terms and Conditions (Attachment B)</li> <li>• Proposal Narrative (date submitted September 3, 2014)</li> <li>• Results Framework and Tracker (date submitted September 3, 2014)</li> <li>• Budget (date submitted September 3, 2014)</li> </ul>

**THIS AGREEMENT** is between International Food Policy Research Institute ("IFPRI," "You" or "Grantee") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

**BILL & MELINDA GATES FOUNDATION**

**INTERNATIONAL FOOD POLICY RESEARCH  
INSTITUTE**

  
\_\_\_\_\_  
Shawn Baker  
Director, Nutrition  
Global Development

  
\_\_\_\_\_  
Dr. Shenggen Fan  
Director General

October 8, 2014  
\_\_\_\_\_  
Date

10/21/2014  
\_\_\_\_\_  
Date

**GRANT AGREEMENT**  
Investment ID OPP1112307

**ATTACHMENT A**  
**GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE**

**GRANT AMOUNT**

The Foundation will pay You, or designee, The International Bank for Reconstruction and Development ("IBRD"), the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

**PAYMENTS**

The Foundation will make payments according to the Reporting & Payment Schedule and, where specified, contingent on Your completion of the applicable target, milestone, or reporting deliverable. The Foundation may approve changes to the schedule from time to time, and will confirm any such changes in writing. You have directed that the Foundation pay the grant funds to the Consultative Group on International Agricultural Research Fund (MTO 069018), which is administered by the IBRD as trustee. We understand and you agree that the IBRD will make disbursements from the grant funds to you or for your benefit solely for the Project, or for Charitable Purposes, at such times and in such manner as set forth in the Contribution Agreement.

**REPORTING**

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

<b>REPORTING &amp; PAYMENT SCHEDULE</b>				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
N/A	Countersigned Agreement	N/A	Within 21 days of receipt of countersigned Agreement	\$423,450.00
Start Date to October 31, 2015	Progress Report	January 15, 2016	March 2016	\$199,728.00
November 1, 2015 to October 31, 2016	Progress Report	January 16, 2017	March 2017	\$199,545.00
Start Date to End Date	Final Report	January 31, 2018	N/A	N/A
<b>Total Grant Amount</b>				<b>\$822,723.00</b>

**GRANT AGREEMENT**  
Investment ID OPP1112307

**ATTACHMENT B**  
**TERMS & CONDITIONS**

This Agreement is subject to the following terms and conditions.

**PROJECT SUPPORT**

**PROJECT DESCRIPTION AND CHARITABLE PURPOSE**

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose. IBRD will administer the grant funds for the Project in accordance with the terms and conditions of a Contribution Agreement to be executed between the Foundation and the IBRD.

**MANAGEMENT OF FUNDS**

**USE OF FUNDS**

You may not use funds provided under the Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. IBRD shall use an amount equivalent to 2% of the grant funds to reimburse its costs related to the administration of the funds

**INVESTMENT OF FUNDS**

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

**GLOBAL ACCESS**

**GLOBAL ACCESS COMMITMENT**

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

**PUBLICATION**

For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

## **SUBGRANTS AND SUBCONTRACTS**

### **SUBGRANTS AND SUBCONTRACTS**

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

### **TRAVEL STIPENDS AND CONFERENCE FEES**

You have sole discretion over Your selection of individuals to whom You give travel stipends or conference expense reimbursements and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

### **RESPONSIBILITY FOR OTHERS**

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

## **PROHIBITED ACTIVITIES**

### **ANTI-TERRORISM**

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

### **ANTI-CORRUPTION; ANTI-BRIBERY**

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

### **POLITICAL ACTIVITY AND ADVOCACY**

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation.. You confirm that the amount of funds received from the Foundation each year for this Project, including any other funds awarded by the Foundation for the Project, will not exceed the amount budgeted each year for nonlobbying activities. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

## **PUBLICITY**

### **PUBLICITY BY THE FOUNDATION**

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosure.

### **PUBLICITY BY YOU**

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: [grantee\\_comms@gatesfoundation.org](mailto:grantee_comms@gatesfoundation.org) two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: [www.gatesfoundation.org/grantseeker/documents/guidelines\\_communications\\_for\\_grantees.doc](http://www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc).

### **PUBLICITY BY OTHERS**

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

## **OTHER**

### **COMPLIANCE WITH LAWS**

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property rights of any third party.

### **RELIANCE**

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

## **TERM AND TERMINATION**

### **TERM**

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement.

### **TERMINATION**

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

### **RETURN OF FUNDS**

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to the Foundation, applied to another Foundation-funded project (current or under consideration), or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation.

### **RECORD KEEPING**

You will maintain adequate accounting records related to the Project. You will make such records available to enable the Foundation to monitor and evaluate how Grant Funds have been used.

### **SURVIVAL**

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

## **GENERAL**

### **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

### **NOTICES AND APPROVALS**

Written notices and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

### **SEVERABILITY**

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.



**ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

**COUNTERPARTS**

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

# BILL & MELINDA GATES foundation

GRANT AGREEMENT  
Investment ID OPP1052998

## AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION	
Name:	International Institute of Tropical Agriculture
Tax Status:	Public Charity pursuant to U.S. IRC § 509(a)(1) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	PMB 5320 Oyo Road Ibadan, Oyo State 200001 Nigeria
Primary Contact:	Dr. Robert Asiedu, Director, r.asiedu@cgiar.org

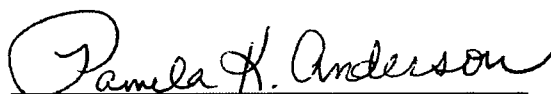
FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, WA 98102, U.S.A.
Primary Contact:	Jim Lorenzen, Senior Program Officer, Jim.Lorenzen@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	AfricaYam: Enhancing Yam Breeding for Increased Productivity and Improved Quality in West Africa
"Charitable Purpose":	to enhance food security and improved livelihoods by increasing productivity and sustainability of yam cultivation through more productive and consumer-preferred varieties, reducing the costs for smallholder producers and consumers in West Africa
"Start Date":	Date of last signature.
"End Date":	October 31, 2019
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> <li>• Grant Amount and Reporting &amp; Payment Schedule (Attachment A)</li> <li>• Terms and Conditions (Attachment B)</li> <li>• Proposal Narrative (date submitted August 8, 2014)</li> <li>• Results Framework and Tracker (date submitted August 8, 2014)</li> <li>• Budget (date submitted July 23, 2014)</li> </ul>

**THIS AGREEMENT** is between International Institute of Tropical Agriculture ("IITA," "You" or "Grantee") and the Bill & Melinda Gates Foundation ("Foundation"), and is effective as of the date of last signature. Each party to the Agreement may be referred to individually as a "Party" and together as the "Parties." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

**BILL & MELINDA GATES FOUNDATION**

**INTERNATIONAL INSTITUTE OF TROPICAL AGRICULTURE**



Pamela K. Anderson  
Director, Agricultural Development



Hilde Koper  
Head, Project Administration Office

October 13, 2014  
Date

October 14, 2014  
Date

**GRANT AGREEMENT**  
Investment ID OPP1052998

**ATTACHMENT A**  
**GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE**

**GRANT AMOUNT**

The Foundation will pay You, or designee, The International Bank for Reconstruction and Development (“IBRD”), the total grant amount specified in the Reporting & Payment Schedule below. The Foundation’s Primary Contact must approve in writing any Budget cost category change of more than 10%.

**PAYMENTS**

The Foundation will make payments according to the Reporting & Payment Schedule and, where specified, contingent on Your completion of the applicable target, milestone, or reporting deliverable. The Foundation may approve changes to the schedule from time to time, and will confirm any such changes in writing. You have directed that the Foundation pay the grant funds to the Consultative Group on International Agricultural Research Fund (MTO 069018), which is administered by the IBRD as trustee. We understand and you agree that the IBRD will make disbursements from the grant funds to you or for your benefit solely for the Project, or for Charitable Purposes, at such times and in such manner as set forth in the Contribution Agreement.

**REPORTING**

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

<b>REPORTING &amp; PAYMENT SCHEDULE</b>				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
-----	Countersigned Grant Agreement	November 21, 2014	Within 15 days following receipt of the countersigned Grant Agreement if received by November 21, 2014	\$3,443,150.00
Start Date - October 31, 2015	Progress Report	November 30, 2015	January 2016	\$2,615,864.00
November 1, 2015 - October 31, 2016	Progress Report	November 30, 2016	January 2017	\$2,889,221.00
November 1, 2016 - October 31, 2017	Progress Report	November 30, 2017	January 2018	\$2,464,603.00
November 1, 2017 - October 31, 2018	Progress Report	November 30, 2018	January 2019	\$2,087,162.00
Entire Grant Term	Final Report	December 31, 2019	-----	-----
<b>Total Grant Amount</b>				<b>\$13,500,000.00</b>

**GRANT AGREEMENT**  
Investment ID OPP1052998

**ATTACHMENT B**  
**TERMS & CONDITIONS**

This Agreement is subject to the following terms and conditions.

**PROJECT DESCRIPTION AND CHARITABLE PURPOSE**

The Foundation is awarding You this grant to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the Charitable Purpose. IBRD will administer the grant funds for the Project in accordance with the terms and conditions of a Contribution Agreement to be executed between the Foundation and the IBRD.

**USE OF FUNDS**

You may not use funds provided under the Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. IBRD shall use an amount equivalent to 2% of the grant funds to reimburse its costs related to the administration of the funds.

**INVESTMENT OF FUNDS**

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest, or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

**GLOBAL ACCESS COMMITMENT**

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

**PUBLICATION**

For the purpose of achieving Global Access, You will seek prompt publication of any Funded Developments consisting of data and results in a peer-reviewed journal, treatise, or trade publication, as applicable. Such publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the Charitable Purpose. You will also use good faith efforts to ensure that your subgrantees, contractors, and subcontractors, agents, and affiliates, as applicable, likewise seek prompt publication of any Funded Developments consisting of data and results.

**SUBGRANTS AND SUBCONTRACTS**

## **SUBGRANTS AND SUBCONTRACTS**

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

## **SCHOLARSHIPS AND FELLOWSHIPS**

You have sole discretion over Your selection of scholarship and fellowship recipients and must conduct the selection process independently of the Foundation.

## **TRAVEL STIPENDS AND CONFERENCE FEES**

You have sole discretion over Your selection of individuals to whom You give travel stipends or conference expense reimbursements and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

## **RESPONSIBILITY FOR OTHERS**

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

## **PROHIBITED ACTIVITIES**

### **ANTI-TERRORISM**

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to parties on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

### **ANTI-CORRUPTION; ANTI-BRIBERY**

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

### **POLITICAL ACTIVITY AND ADVOCACY**

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with all lobbying, gift, and ethics rules applicable to the Project.

## **PUBLICITY**

### **PUBLICITY BY THE FOUNDATION**

The Foundation may include information about the award of this grant, including Your name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosure.

### **PUBLICITY BY YOU**

You must obtain the Foundation's prior written approval before: (a) issuing a press release or other public announcement regarding this grant; and (b) any other public use of the Foundation's name or logo. Please email Your request to: [grantee.comms@gatesfoundation.org](mailto:grantee.comms@gatesfoundation.org) two weeks in advance to provide the Foundation an opportunity to review and comment. Detailed guidelines are available at: [www.gatesfoundation.org/grantseeker/documents/guidelines\\_communications\\_for\\_grantees.doc](http://www.gatesfoundation.org/grantseeker/documents/guidelines_communications_for_grantees.doc).

### **PUBLICITY BY OTHERS**

You and Your subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or

otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities.

#### **COMPLIANCE WITH LAWS**

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property rights of any third party.

#### **RELIANCE**

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

#### **TERM**

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement.

#### **TERMINATION**

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; or (d) You fail to comply with this Agreement.

#### **RETURN OF FUNDS**

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to the Foundation, applied to another Foundation-funded project (current or under consideration), or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be either applied to another Foundation-funded project (current or under consideration) or applied to another mutually-agreed upon charitable project, as directed in writing by the Foundation.

#### **RECORD KEEPING**

You will maintain adequate accounting records related to the Project. You will make such records available to enable the Foundation to monitor and evaluate how Grant Funds have been used.

#### **SURVIVAL**

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

#### **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

#### **NOTICES AND APPROVALS**

Written notices and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

#### **SEVERABILITY**

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

**ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

**COUNTERPARTS**

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.