

GRANT AGREEMENT
Investment ID OPP1096058

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION	
Name:	International Peace Institute, Inc.
Tax Status:	501(c)(3) Public Charity You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Mailing Address:	Freyung 3 1010 Vienna, Austria
Primary Contact:	Andrea Pfanzerter, Senior Director, Development, [REDACTED]

FOUNDATION INFORMATION	
Mailing Address:	PO Box 23350 Seattle, WA 98102, U.S.A.
Primary Contacts:	Amy Carter, Deputy Director, Family Interest Grants, [REDACTED] Max Gasteen, Program Officer, Global Program Advocacy, [REDACTED]

AGREEMENT INFORMATION	
Title:	Polio Eradication and Peace and Health
"Charitable Purpose":	to support polio eradication and initiatives supporting peace and health in developing countries
"Start Date":	Date of last signature.
"End Date":	December 31, 2015
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> • Grant Amount and Reporting & Payment Schedule (Attachment A) • Terms and Conditions (Attachment B) • Proposal Narrative (dated January 31, 2014) • Outcomes and Milestones Chart (received January 31, 2014) • Budget (received January 31, 2014)

THIS AGREEMENT is between International Peace Institute, Inc. ("*IPI*" or "*You*") 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 Peace Institute, Inc.



Robert Rosen
Director, Executive Office

Andrea Pfanzerter
Senior Director, Development

March 2, 2014

Date

Date

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ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You 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%.

PAYMENT SCHEDULE

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.

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.

REPORTING & PAYMENT SCHEDULE			
<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
<ul style="list-style-type: none">• Receipt of countersigned Grant Agreement; and• Budget Narrative (utilizing the attached template)	April 1, 2014	April 2014	\$1,250,000.00
Progress Report for the period between the Start Date and 12/31/2014	February 15, 2015	March 2015	\$1,250,000.00
Final Report for the entire Grant Period	February 15, 2016	N/A	N/A
Total Grant Amount			\$2,500,000.00

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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 ("*Project*") in order to further the Charitable Purpose.

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.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principle (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.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You have the exclusive right to select subgrantees and subcontractors to assist with the Project. You acknowledge that the Foundation has not and will not earmark the use of any Grant Funds for a specific subgrantee or subcontractor.

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); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo, 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.

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 disclosures.

PUBLICITY BY YOU

Per previous discussions between the Foundation and IPI we have mutually agreed to forgo any press releases or public announcements of the approval of this grant and the work of the Project. You must obtain the Foundation's prior written approval before any other public use of the Foundation's name or mark. Please do so by emailing your request to your program officer, Amy Carter ([REDACTED]@ [REDACTED]) and [REDACTED]@ [REDACTED]g two weeks in advance to provide the Foundation an opportunity to review and comment.

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.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date.

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 by the End Date 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.

Proposal Budget Narrative

The budget component of your grant proposal consists of the budget template and the corresponding budget narrative. Together, the template and narrative provide a clear picture of the financial resources you are requesting to support the project. The budget template is contained in a separate Excel document that should be submitted with your proposal. Instructions for completing the budget template and definitions of relevant terms are included in the template document.

Investment Title	Polio Eradication and Peace and Health		
Program Officer	Amy Carter	Opportunity/Contract ID	OPP1096058
Organization Name	International Peace Initiative, Inc.		
Primary Contact Name		Primary Contact Email	
Primary Contact Title		Primary Contact Phone	
Date Submitted	[Click here to enter a date]	Submitted by Contact Name	
		Submitted by Contact Title	
		Submitted by Contact Email	
		Submitted by Contact Phone	

General Questions

Explain specifically how your outcomes and milestones are supported by the proposed budget.

Identify any factors that could significantly affect your organization's ability to operate within the proposed budget, and describe how your organization will manage or mitigate those factors.

To the extent that your organization will be relying on additional funding to make this grant successful, describe:

- the proposed sources of funding (e.g., a grant from another organization or earned revenue generated by the project)
- the status of the funding sources (e.g., proposal submitted or grant awarded)
- the assumptions used to generate any estimates
- strategies and timeline for securing the necessary additional funding

Direct Cost Details

In your responses below, include total project costs including funds requested from the Bill & Melinda Gates Foundation as well as other funds being applied to the proposed project. If necessary, feel free to include the direct cost information requested below as an attachment to the proposal narrative.

Provide the foundation with a description of the direct cost categories of the budget and how you arrived at the proposed expenses. Feel free to omit any categories in which there are no budgeted expenses.

1. Personnel and Benefits

What are the roles and responsibilities of each full-time equivalent (FTE) or group of FTEs supporting the project, the rationale for the number of requested FTEs, and the methodology for estimating the base salaries (e.g., actual salaries or estimates based on similar job descriptions)?

2. Consulting and Professional Fees

Include a brief description of the work to be performed in support of the overall project, the current status of the contract(s) (e.g., confirmed or projected), and the cost assumptions used (including estimates of the number of days to be worked and the daily rate).

3. Materials and Supplies

Describe the item(s) being requested, the business purpose of the item(s) as it relates to the project, and the cost assumptions used to generate the cost estimate.

4. Computers and Equipment

Describe the item(s) being requested, the business purpose of the item(s) as it relates to the project, and the cost assumptions used to generate the cost estimate.

5. Printing and Publications

Describe the item(s) being requested, the business purpose of the item(s) as it relates to the project, and the cost assumptions used to generate the cost estimate.

6. Travel and Accommodations

Include a brief description of the travel required for this project. Include the methodology used to calculate the total cost estimates for each trip, the assumptions used to determine the appropriate number of trips, and the rationale for how those trips will support achievement of the results of the project.

7. Conferences, Conventions, and Meetings

Include a brief description of the meetings required for this project. Include the methodology used to calculate the total cost estimates for each meeting, including the estimated number of attendees and total cost per attendee. What is the rationale for how those meetings will support achievement of the results of the project?

8. Direct Facilities

Facility-related costs are typically covered by indirect costs and should not be included within the direct cost details. However, in rare cases, facility-related expenses can be included as a direct cost when a grantee requires additional building expenses in order to execute the grant (e.g., starting up an organization or creating a new regional office).

9. Other Direct Costs

Describe the item(s) being requested, the business purpose of the item(s) as it relates to the project, and the cost assumptions used to generate the cost estimate.

10. Subgrants

Describe the work to be conducted by the subgrantees and the anticipated budget for the work. If any subgrant exceeds \$100,000 or represents 25% or more of the project cost, provide a detailed budget showing the proposed subgrant expenses.

Privacy and Non-confidentiality Notice

The foundation is required by the IRS to publish a list of its grants. We may also provide a general description of our grants and contracts on our web sites, in press releases, and in other marketing materials. Subject to the foundation's [Privacy Policy](#), the foundation may also share information you provide to us (either orally or in writing) with third parties, including external reviewers, key partners and co-funders. This document is subject to the foundation's [Terms of Use](#).