

October 23, 2013

Terje Rød-Larsen  
President  
International Peace Institute, Inc.  
777 United Nations Plaza  
New York, NY 10017-3521

Re: **Grant Number OPP1100586**  
**General Operating Support**

Dear Mr. Rød-Larsen:

The Bill & Melinda Gates Foundation (the "Foundation") is pleased to award International Peace Institute, Inc. a grant in the amount of \$2,500,000 for the period beginning on the date you sign this agreement (the "Start Date") to October 31, 2015 (the "Grant Period"). This agreement (the "Grant Agreement") contains the terms and conditions of this grant.

**Charitable Purpose of the Grant.** The charitable purpose of this grant is to provide general operating support to IPI in response to your request dated October 1, 2013.

**Tax Status.** International Peace Institute, Inc. confirms that under the United States Internal Revenue Code of 1986 (the "Code") it is exempt from federal income tax under section 501(c)(3) and is not a private foundation within the meaning of section 509(a) of the Code. You agree to advise us immediately if there is any change in your organization's tax status during the Grant Period.

**Use of Grant Funds.** Grant funds may only be used for charitable purposes that are consistent with your organization's tax exempt status. Except as noted in the attached "IPI Support for Polio Eradication" document, you may not use the grant funds to reimburse any expenses you chose to incur prior to the Start Date. Any grant funds not used for these purposes or unexpended or uncommitted at the end of the Grant Period must be promptly returned to the Foundation.

**Political Campaign/Lobbying Activity.** Grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. This grant is not in any way earmarked to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation.

**Anti-Terrorism.** Grantee will not use Foundation funds, directly or indirectly, in support of activities (i) prohibited by U.S. laws related to combatting terrorism; (ii) with or related to parties on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)); (iii) with or related to countries against which the US maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, and North Korea), or (iv) otherwise prohibited by the United States Treasury Department's Office of Foreign Assets Control.

**Anti-Bribery.** Grantee shall not offer or provide money, gifts or any other thing of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Project, including by

assisting any party to secure an improper advantage. Training and information on anti-bribery act compliance requirements is available here: [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

**Payments and Reports.** The Foundation will disburse one or more payments of the grant funds on receipt of the signed Grant Agreement and satisfactory reports. The table below shows deliverables (including reports) and milestones for this grant. Where indicated, the Foundation's payment is contingent on satisfaction of the listed reporting deliverable and/or milestone. The Foundation may authorize changes to the payment and reporting schedules from time to time where appropriate. The Foundation will confirm any such changes in writing. Please submit electronically to your Program Officer and Grants Coordinator. The Foundation will send you an email with the contact information for these individuals. You also agree to submit other reports that the Foundation may reasonably request.

Payment Date	Payment Amount	Milestone or Reporting Deliverable	Due by
November 2013	\$1,250,000	Receipt of countersigned Grant Agreement	November 15, 2013
October 2014	\$1,250,000	Progress Report (which may be the equivalent of your most recent annual report)	September 1, 2014
<i>AWARD TOTAL</i>	<i>\$2,500,000</i>	Final Report (which may be the equivalent of your most recent annual report)	December 15, 2015

**Compliance.** The Foundation has the right at its discretion to terminate or suspend the grant or withhold payment if (a) significant leadership changes occur at your organization; or (b) you fail to comply with any term or condition of this Grant Agreement. On termination, if requested by the Foundation, you agree to promptly return to the Foundation any unspent and uncommitted grant funds (as of the date of termination) previously distributed to you by the Foundation pursuant to this Grant Agreement.

**Grant Announcements, Public Reports and Use of Foundation Name and Logo.** The Foundation will include information on this grant in our periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or announcement regarding the award of this grant, you must obtain advance approval from the Foundation of the press release and the date of release. You also agree to obtain advance approval from the Foundation for any other use of the Foundation's name or logo. The Foundation requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Please contact the Foundation at [Grantee.Comms@gatesfoundation.org](mailto:Grantee.Comms@gatesfoundation.org) at least two weeks before any press release, announcement or other publication date. Further information is available at: [http://www.gatesfoundation.org/grantseeker/Documents/Guidelines\\_Communications\\_for\\_Grantees.doc](http://www.gatesfoundation.org/grantseeker/Documents/Guidelines_Communications_for_Grantees.doc).

**Counterparts; Original.** This Grant Agreement, including any amendments, may be executed in counterparts which, when taken together, will constitute one Grant Agreement. Copies of this Grant Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution, though the Foundation may require you, the grantee, to deliver original signed documents.

**Assignment.** This Grant Agreement or any of the rights or obligations under this Grant Agreement may not be assigned without the Foundation's prior written consent. An assignment includes (a) an assignment by operation of law, including a merger or consolidation or (b) the sale or transfer of all or substantially all of your organization's assets.

**Entire Agreement, Severability and Amendment.** This Grant Agreement is our entire agreement and supersedes any prior oral or written agreements or communications between us regarding its subject matter. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Grant Agreement may be amended only by a mutual written agreement of the parties.

Please sign and return this Grant Agreement to Kumi Kato, Grants Coordinator, at [kumi.kato@gatesfoundation.org](mailto:kumi.kato@gatesfoundation.org) and keep a copy for your records. If you have questions, please contact Paul Facchini, Grants Manager, at [paul.facchini@gatesfoundation.org](mailto:paul.facchini@gatesfoundation.org) or [REDACTED].

On behalf of the Foundation, I extend every good wish for the success of your work.

Sincerely,



Robert Rosen  
Director, Executive Office

International Peace Institute, Inc., by its authorized representative, agrees to the terms and conditions of this Grant Agreement.

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Terje Rød-Larsen  
President

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Date