

Contribution Agreement
***Between the GAVI Alliance and the International Bank for Reconstruction and
Development as Trustee of the CEPI Trust Fund***
(MTO No. 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 GAVI Alliance (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 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”) shall provide the sum of sixty-five million three hundred seventy-five thousand four hundred sixty-two dollars and forty-five cents (USD 65,375,462.45) (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 shall 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) (b) When making any deposit of cash, the Contributor shall 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	Payment Date
1	USD 65,375,462.45	by August 12, 2019

5.4 Additional Provisions for Payments: Notwithstanding paragraph 5.3 (Payment Schedule) above:

(a) 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 shall resume any such payments.

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: mtotruster@worldbank.org

For the Contributor (the “Contributor Contact”):

Director
Innovative Finance
GAVI Alliance
Global Health Campus
Chemin du Pommier 40
1218 Grand-Saconnex
Geneva, Switzerland

Tel: + 1 202 478 7998
E-mail: psison@gavi.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 Contributors’ applicable laws with respect to any such information in the Contributors’ possession.

8. Notwithstanding paragraph 7 above, neither the Trustee nor any of 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 Contributors are otherwise obliged to do so under applicable laws with respect to information in their 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 Agreement s 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**

By: Cecile Fruman Date: 29-Jul-2019
Cecile Fruman
Acting Director
Trust Funds and Partner Relations

GAVI ALLIANCE

By: Seth Berkley Date: 30-Jul-2019
Dr. Seth Berkley
Chief Executive Officer

Enclosure: CEPI Trustee Agreement

AGREEMENT

on

the Terms and Conditions for the Administration of the CEPI Trust Fund

between

COALITION FOR EPIDEMIC PREPAREDNESS INNOVATIONS

and

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
AS TRUSTEE OF THE CEPI TRUST FUND**

This AGREEMENT on the Terms and Conditions for the Administration of the CEPI Trust Fund (the “CEPI Trustee Agreement”) is dated effective as of November 15, 2017 and made between the COALITION FOR EPIDEMIC PREPAREDNESS INNOVATIONS (“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”) (together with CEPI, the “Parties”, and each, a “Party”).

WHEREAS:

(A) CEPI is an international non-profit association established under Norwegian law, governed by Articles of Association (the “CEPI Articles of Association”), with its organs being the CEPI Board (the “CEPI Board”) and the CEPI Secretariat (the “CEPI Secretariat”);

(B) The purpose of CEPI is to create a global financing and coordination mechanism, and to strengthen public-private collaboration in order to develop, manufacture and stockpile vaccines necessary to respond to emerging infectious diseases for which no commercial market exists;

(C) The Interim CEPI Board is established under the CEPI Articles of Association as the strategic decision-making body, which sets policies and principles for CEPI and provides governance and fiduciary oversight over CEPI’s activities, finances and performance;

(D) It is understood that CEPI’s permanent governance arrangements are expected to be decided on November 20, 2017;

(E) CEPI has requested the World Bank to establish a trust fund at the World Bank, as trustee, to receive contributions from Contributors (as defined below) to provide funding for the activities of CEPI, and to administer such trust fund in accordance with this CEPI Trustee Agreement; and

(F) The World Bank agrees to establish and administer the Trust Fund pursuant to the terms of this CEPI Trustee Agreement and Contribution Agreements (as defined below).

NOW THEREFORE, the Parties hereto agree as follows:

1. Interpretation

1.1. All annexe(s) hereto constitute an integral part of this CEPI Trustee Agreement, whose terms taken together shall constitute the entire agreement and understanding between CEPI and the Trustee.

1.2. In case of any inconsistency between the provisions of this CEPI Trustee Agreement and any of the annexes, the provisions of the CEPI Trustee Agreement shall prevail.

1.3. Unless the context otherwise requires, the several terms defined in the Preamble to this CEPI Trustee Agreement shall have the respective meanings therein set forth when used in this CEPI Trustee Agreement.

2. Establishment of the Trust Fund

2.1. The Trustee shall establish and administer the Trust Fund to receive financial contributions (each, a “Contribution”) from the Contributors, and shall hold in trust, as a holder of the legal title, and administer the funds, assets and receipts that constitute the Trust Fund to provide funding for the activities of CEPI (including administrative costs and other relevant costs of CEPI), in accordance with the terms of this CEPI Trustee Agreement.

2.2. The Trustee shall be responsible only for performing those functions specifically set forth in this CEPI Trustee Agreement and Contribution Agreements and shall not be subject to any other duties or responsibilities to CEPI, Contributors or any other CEPI participant, 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 this CEPI Trustee Agreement 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.

2.3. The Trustee shall perform its functions under this CEPI Trustee Agreement in accordance with the applicable provisions of the World Bank’s policies and procedures, as the same may be amended from time to time.

2.4. Any instruction, confirmation, information, or agreement permitted or required to be provided by, or to, CEPI under this CEPI Trustee Agreement shall be made through the CEPI Secretariat.

2.5. The Trustee may rely in good faith on any instruction, confirmation and information provided under this CEPI Trustee Agreement in writing by CEPI Secretariat, without further inquiry or investigation on its part, and will have no liability for relying in good faith on any such instruction or otherwise for any actions taken, or omitted to be taken, in good faith. In providing such instruction to the Trustee, CEPI shall be deemed to represent and warrant to the Trustee that the CEPI Secretariat has all necessary approvals by the CEPI Board, to the extent applicable, to provide such instructions. The Trustee shall have no responsibility for any decision or determination made by the CEPI Board or the CEPI Secretariat under or in connection with this CEPI Trustee Agreement.

2.6. The Trustee shall be fully indemnified, out of the Trust Fund resources, and held harmless by CEPI, against any liabilities, claims, losses, costs and expenses, including attorneys’ fees and expenses, incurred by the Trustee in connection with or arising out of the performance of its role and responsibilities under this CEPI Trustee Agreement. Such

indemnity shall not include any liabilities, claims, losses, costs or expenses incurred by the Trustee as a direct result of its own gross negligence or willful misconduct.

2.7. The Trustee shall be invited to meetings of the CEPI Board as observer. In any event, if a proposed decision of the CEPI Board is likely to affect the functions of the Trustee under this CEPI Trustee Agreement, the CEPI Secretariat shall consult with the Trustee in advance and the Trustee shall be invited to attend the relevant meeting of the CEPI Board, as applicable. For the avoidance of doubt, if any decision would increase the scope or modify the manner of activities undertaken by the Trustee under and in accordance with this CEPI Trustee Agreement, in no event shall the Trustee be automatically required to implement such decision unless it specifically agrees to do so.

3. Contributions and Contribution Agreements

3.1. The Trustee may receive Contributions to the Trust Fund from an entity (each, a “Contributor”) that enters into a Contribution Agreement with the Trustee (each, a “Contribution Agreement”) consistent with this CEPI Trustee Agreement and the World Bank’s policies and procedures; provided that the Trustee reserves the right to reject a proposed Contribution to the Trust Fund, if receipt of such Contributions is not consistent with the World Bank’s policies and procedures. The Trustee shall inform CEPI in writing of any proposed Contributions to the Trust Fund which have been rejected by the Trustee.

3.2. Contribution Agreements shall be substantially in a form agreed between the Trustee and CEPI from time to time, and shall provide, among other things, that the Contributions from the Contributors shall be administered by the Trustee in accordance with the terms of this CEPI Trustee Agreement. The Trustee shall provide CEPI with a copy of the executed Contribution Agreements.

3.3. Payments of Contributions by Contributors may be made in any Holding Currency (as defined below) or in another freely convertible currency acceptable to the Trustee (such currency of payment, a “Contribution Currency”).

3.4. In the case of deposits of Contribution received in a Contribution Currency other than any Holding Currency, promptly upon the receipt of such amounts in cash (including cash received from encashment of promissory notes) and the accompanying deposit instructions, as required under the relevant Contribution Agreement, the Trustee shall convert such amount into the Holding Currency at the exchange rate obtained by the Trustee on the date of the currency conversion. If more than one Holding Currency is added to the Trust Fund, CEPI and the Trustee shall agree to the procedures for determining which Holding Currency the deposits of Contribution will be converted to. CEPI may also request in writing to the Trustee to convert amounts held in the Trust Fund in a Holding Currency to another Holding Currency. Where deposits prove to be insufficient to complete activities as a result of exchange rate fluctuations, the Trustee will not be responsible for providing any additional financing.

3.5. Payments of Contributions by Contributors may be made in cash, or if so agreed with the Trustee, by the delivery to the Trustee of a promissory note (or similar obligations) payable on demand, in a form acceptable to the Trustee (such mode of payment, a “Payment Method”). In the case of payment in cash, unless otherwise agreed with the

Trustee and so specified in the Contribution Agreement, such payment shall be made by deposit in cash through a bank transfer into such account with such bank designated by the Trustee.

3.6. Contributions may be paid in one lump sum or in installments on terms acceptable to the Trustee (such payment schedule, a "Payment Schedule").

3.7. Contribution Currency, Payment Method, and Payment Schedule shall be specified in the respective Contribution Agreement. The Trustee shall confirm those terms of Contribution with CEPI before entering into a Contribution Agreement with a Contributor.

3.8. CEPI agrees that, upon written notice by the Contributor to the Trustee of its decision to withhold its payment following an event of suspension of a Contributor's payment pursuant to the terms of the respective CEPI-Investor Agreement (as defined below) between such Contributor and CEPI, the Contributor may, in accordance with its respective Contribution Agreement, withhold all or any portion of the 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, to resume any such payments.

4. Commingling, Exchange and Investment of the Contributions

4.1. The funds deposited in the Trust Fund shall be accounted for as a single trust fund and shall be kept separate and apart from the funds of the World Bank. The funds deposited in the Trust Fund may be commingled with other trust fund assets maintained by the World Bank. The World Bank, in its capacity as Trustee, has legal title to the funds deposited in the Trust Fund.

4.2. The Trust Fund shall be maintained by the Trustee in the currency(-ies) set forth in Annex A (Holding Currency) attached hereto (each, a "Holding Currency"), as the same may be amended from time to time in accordance with paragraph 9.2 below.

4.3. The funds deposited in the Trust Fund may be freely exchanged by the Trustee into other currencies as may facilitate their administration as provided herein, at the exchange rate obtained by the Trustee on the date of the conversion.

4.4. The Trustee shall invest and reinvest the funds in the Trust Fund pending their transfer in accordance with the World Bank's applicable policies and procedures for the investment of trust funds administered by the World Bank. The Trustee shall credit all income from such investment to the Trust Fund to be used for any purposes provided for under this CEPI Trustee Agreement.

5. Transfer of Trust Fund Resources

5.1. Except as provided in paragraphs 7.1. and 7.2. below, the Trustee shall, subject to the terms of this CEPI Trustee Agreement, transfer Trust Fund resources to CEPI in accordance with a written instruction from CEPI, in the manner and pursuant to the procedures agreed under paragraph 5.2. below. CEPI shall not submit a transfer request under paragraph 5.2 below to the Trustee, except for CEPI Secretariat costs, until the

Trustee has entered into Contribution Agreements in the aggregate amount of no less than 100 million United States Dollars.

5.2. Upon receipt of: (a) the complete transfer request from CEPI, which shall be substantially in the form attached hereto as Annex B, requesting the Trustee to transfer the Trust Fund resources to CEPI; (b) as applicable, the authorized signatory letter duly executed by CEPI, which shall be substantially in the form attached hereto as Annex C, containing the name(s) and signature(s) of person(s) authorized on behalf of CEPI to sign the transfer request; and (c) such other necessary information for the Trustee to effect any transfer of Trust Fund funds, the Trustee shall transfer the Trust Fund funds from the CEPI Trust Fund to CEPI in one lump sum by wire transfer to an account of CEPI specified in the request.

5.3. CEPI shall provide the Trustee with information on projected cash requirements of transfer of Trust Fund funds for the period agreed with the Trustee, if necessary.

5.4. Following the transfer of Trust Fund funds by the Trustee under paragraph 5.1. above, the Trustee shall have no responsibility for the use of the Trust Fund funds and activities carried out therewith. In addition, the Trustee shall neither be responsible nor liable towards any third parties (including any person or third party engaged by CEPI) including any claims, debts, demands, damage or loss, as a result of implementation of any activities funded with the Trust Fund funds transferred by the Trustee.

5.5. Notwithstanding paragraph 5.2 above, the Trustee may not transfer Trust Fund funds under this CEPI Trustee Agreement, if a resolution, action or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits or restricts, in Trustee's determination, a member State of the United Nations to make such a transfer. For the avoidance of doubt, this provision does not create any obligation of the Trustee under the anti-terrorist financing and asset control laws, regulations rules and executive orders of an individual member country that may apply to a Contributor.

5.6. The Trustee may receive and credit Trust Fund funds that have been returned from CEPI subsequent to Trustee's transfer thereof under paragraph 5.1 (such as, but not limited to, refunds of unused funds or investment income earned on the funds transferred, if applicable), The Trustee and CEPI shall agree to the procedures, according to which any such written confirmation by CEPI, and receipt and credit by the Trustee of returned funds to the Trust Fund shall be made.

5.7. The Trustee shall not be involved in any action seeking to enforce the return of any Trust Fund resources, including any misused funds or reflow of funds, from CEPI or any other entity in receipt of the Trust Fund resources transferred under this CEPI Trustee Agreement.

6. Responsibilities of CEPI to the Contributors

6.1. CEPI shall be responsible for ensuring that the Trust Fund funds transferred by the Trustee are used for the purposes for which they are provided in accordance with the CEPI Articles of Association and the agreements and/or arrangements entered into between CEPI and the Contributors with respect to their Contributions (the "CEPI-Investor Agreements").

6.2. CEPI may agree with the Contributors in the CEPI-Investor Agreements for the review or evaluation of activities financed with funds transferred by the Trustee under this CEPI Trustee Agreement. If any such review or evaluation requires any information from the Trustee, CEPI and the Trustee shall agree on the scope and manner in which information is requested, and the Trustee shall provide all relevant information within the limits of the Trustee's applicable policies and procedures; provided that any costs incurred by the Trustee shall be borne by the Trust Fund (if requested by CEPI) or the requesting Contributor (if requested by the Contributor). It is understood that any such review or evaluation will not constitute a financial, compliance or other audit of the Trust Fund, and that except as specifically provided herein, the Trustee is not responsible for any such review or evaluation.

6.3. CEPI shall ensure that nothing in the CEPI-Investor Agreements conflict with the provisions of this CEPI Trustee Agreement.

7. Compensation

7.1. The Trustee shall be paid for costs, expenses and fees incurred by it in connection with performing its functions as Trustee under this CEPI Trustee Agreement (including any costs, expenses and fees incurred prior to the effectiveness of this CEPI Trustee Agreement) on a full cost recovery basis. For that purpose, unless otherwise agreed between CEPI and the Trustee, the Trustee shall submit annually (or such other frequency as may be agreed between CEPI and the Trustee) to CEPI for approval, its proposed work program and estimated budget for allocation of funds to the Trustee for the upcoming budget period.

7.2. Following approval of allocation of funds by CEPI, the Trustee shall deduct and transfer the amount of allocation to its own account from the Trust Fund; provided that the amount of the funds transferred may be subject to an end of budget period adjustment on the basis of full cost recovery for the services provided during the budget period, as such arrangement may be agreed between CEPI and the Trustee in connection with the aforementioned proposal.

8. Accounting and Financial Reporting

8.1. The Trustee shall maintain separate records and ledger accounts in respect of the funds deposited in the Trust Fund account and transfers made therefrom.

8.2. Unless otherwise agreed between the Trustee and CEPI, the Trustee shall provide quarterly reports to CEPI and the Contributors on the receipts in, transfers from, and fund balance of the Trust Fund in the relevant Holding Currency.

8.3. The Trustee shall provide to CEPI and the Contributors, within six (6) months following the end of each World Bank fiscal year, an annual single audit report, comprising: (a) a management report together with an audit opinion from the World Bank's external auditors concerning the adequacy of internal control over cash-based financial reporting for all cash-based trust funds as a whole; and (b) a combined financial statement for all cash-based trust funds together with the World Bank's external auditor's opinion thereon. The cost of the single audit shall be borne by the World Bank.

8.4. If CEPI or a Contributor wishes to request, on an exceptional basis, a financial statement audit by the Trustee's external auditors of the Trust Fund, the Trustee shall first consult with the requestor (CEPI or the Contributor), as the case may be, as to whether such an external audit is necessary, and if so, may agree on the appropriate scope and terms of reference of such audit. Following agreement on the scope and terms of reference, the Trustee shall arrange for such external audit; provided that the costs of any such audit, including the internal costs of the Trustee with respect to such audit, shall be borne by the Trust Fund (if requested by CEPI) or the requesting Contributor (if requested by the Contributor).

8.5. For the avoidance of doubt, the Trustee shall not be responsible for provision of financial statements with respect to use of funds transferred from the Trust Fund.

9. Effectiveness, Amendment, and Termination

9.1. This CEPI Trustee Agreement shall become effective as of the date of the last signature hereto, upon possession by the Trustee of this fully signed CEPI Trustee Agreement.

9.2. This CEPI Trustee Agreement may be amended by written agreement of the Trustee and CEPI, and except with respect to Annex A, with the prior consent of all Contributors contributing to the Trust Fund (paid or not yet paid) during the three year period immediately preceding the date of the request sent to the Contributors for consent under this paragraph 9.2.

9.3. The Trustee may not make any new transfer from the Trust Fund after December 31, 2027 (the "End Disbursement Date"), unless otherwise agreed in writing between the Parties.

9.4. Either CEPI or the Trustee may terminate the World Bank's role as trustee of the Trust Fund at any time upon six (6) months prior written notice to the other and all Contributors. Following termination of the World Bank's role as the trustee of the Trust Fund, the World Bank as Trustee shall carry on no business for the Trust Fund except for the purpose of winding up its affairs.

9.5. Following the End Disbursement Date, or upon earlier termination of the World Bank's role as Trustee pursuant to paragraph 9.4 above, the Trustee, in consultation with CEPI, shall take necessary actions for winding up Trustee's affairs in an expeditious manner, including for transferring of any remaining resources in the Trust Fund as directed by CEPI through a written instruction. All of the powers and rights of the Trustee under

this CEPI Trustee Agreement, including the rights to be paid for costs and expenses incurred by the Trustee, shall continue until the affairs of the Trustee have been wound up. CEPI shall make all reasonable efforts to assist the Trustee with the winding up under this paragraph 9.5.

9.6. In the event of occurrence of the End Disbursement Date pursuant to paragraph 9.3 above or termination by the Trustee of its role pursuant to paragraph 9.4 above, and if a Contributor does not wish its Contributor's Share (as defined below) to be transferred as directed by CEPI, then the Contributor may request, at any time prior to termination of the World Bank's role as trustee of the Trust Fund, a return of its Contributor's Share to it by delivering a written notice to the Trustee and CEPI. In such a case, unless otherwise agreed between the Trustee and the Contributor, the Trustee will return to that Contributor, as soon as reasonably practicable, the amount of all of its Contributor's Share calculated as of the End Disbursement Date, or as the case may be, the end of the termination notice period.

9.7. For the purpose of this CEPI Trustee Agreement, a "Contributor's Share" shall mean with respect to each Contributor, the portion of any remaining balance of the Trust Fund to each Contributor calculated on a pro rata basis with regard to the total funds deposited in the Trust Fund by such Contributor relative to the total funds deposited in the Trust Fund by all Contributors, all calculated as United States dollar amounts. For the avoidance of doubt, with respect to funds held in the Trust Fund in a currency different to United States dollars, the United States dollar amount shall be calculated based on the exchange rate obtained by the Trustee on the date of the calculation.

9.8. Within six (6) months after the Trustee's affairs have been wound up pursuant to paragraph 9.5 above and the Trust Fund has been closed, the Trustee shall make available to CEPI the final financial information relating to receipts in, transfers from, and fund balance of the Trust Fund in the relevant Holding Currency.

10. Authorization and Enforceability

10.1. Each Party hereby represents and warrants that:

- (a) it has all requisite power and authority to enter into this CEPI Trustee Agreement and to carry out the transactions contemplated by this CEPI Trustee Agreement;
 - (b) its execution, delivery and performance of this CEPI Trustee Agreement and its consummation of the transactions contemplated by this CEPI Trustee Agreement have been duly authorized by all requisite internal action; and
 - (c) this CEPI Trustee Agreement has been duly executed and delivered by the Party and constitutes a valid and binding obligation of the Party.
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11. Notices

11.1. Except with respect to Deposit Instructions, unless otherwise specified in this CEPI Trustee Agreement, any notice, request or other communication to be given or made under this CEPI Trustee 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 CEPI:

Chief Executive Officer
CEPI
Coalition for Epidemic Preparedness Innovations
Marcus Thranesgate 2
P.O. Box 123 Torshov
N-0412 Oslo
Norway

Telephone: (+47) 468 10 917
E-mail: riha@cepi.net

For the Trustee:

Director
Trust Funds and Partner Relations
Development Finance
The World Bank
1818 H Street, N.W.
MSN G 6-602
Washington, DC 20433
U.S.A.

Telephone: +1 (202) 473-7414
E-mail: mtotruster@worldbank.org

12. Disclosure

12.1. The Trustee and CEPI agree that this CEPI Trustee Agreement will be made publicly available and that any related information on this Trust Fund in the Trustee's and the CEPI'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) CEPI's applicable policies with respect to any such information in CEPI's possession.

12.2. Notwithstanding paragraph 12.1 above, neither the Trustee nor CEPI 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 CEPI is otherwise obliged to do so under applicable laws with respect to information in its possession.

13. Dispute Resolution

13.1. The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this CEPI Trustee Agreement.

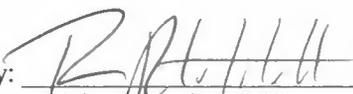
13.2. Any dispute, controversy or claim arising out of or relating to this CEPI Trustee Agreement, which has not been settled by agreement of the Parties, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (the UNCITRAL Arbitration Rules) in force on the effective date of this CEPI Trustee Agreement, and the following provisions: (a) the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration; and (b) the language of the arbitral proceedings shall be English. The arbitral award will be final and binding on the Parties.

14. Execution in Counterpart

14.1. This CEPI Trustee Agreement may be simultaneously executed in several copies, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this CEPI Trustee Agreement to be executed on their behalf by the respective duly authorized representatives, as of the date and year indicated below.

COALITION FOR EPIDEMIC PREPAREDNESS INNOVATIONS

By: 
Richard Hatchett, MD
Chief Executive Officer

Date: 15 November 2017

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
AS TRUSTEE OF THE CEPI TRUST FUND**

By: 
Dirk Reinermann
Director
Trust Funds and Partner Relations

Date: Nov 13, 2017

ANNEX A

Holding Currency

1. United States Dollars (USD)
 2. Euros (EUR)
 3. Norwegian Krone (NOK)
-

ANNEX B

Form of transfer request

[Delivery Partner's letterhead]

[Date]

[Trustee contact details pursuant to the CEPI Trustee Agreement]

RE: CEPI Trust Fund (MTO No. _____) – Request for Payment

Dear Sir or Madam:

Reference is made to the CEPI Trustee Agreement between the International Bank for Reconstruction and Development (“World Bank”) as trustee (the “Trustee”) of the CEPI Trust Fund (MTO No. _____) (the “CEPI Trust Fund”) and the Coalition for Epidemic Preparedness Innovations (“CEPI”), effective on _____ (the “CEPI Trustee Agreement”).

Pursuant to Section __ of the CEPI Trustee Agreement, CEPI hereby requests the Trustee to transfer [US\$]_____ [amount of Funds] (the “Funds”) from the CEPI Trust Fund to CEPI for CEPI's use consistent with the terms of the CEPI Trustee Agreement.

Bank Account Details for receipt of the Funds:

Bank account name:
Bank account number:
Bank name:
Bank address:
Bank SWIFT code:

Routing instructions:

Sincerely,

COALITION FOR EPIDEMIC PREPAREDNESS INNOVATIONS

[Name]
[Title]

Annex C

Form of authorized signatory letter

[Date]

[Trustee contact details pursuant to the CEPI Trustee Agreement]

Re: CEPI Trust Fund (MTO No. _____) – Authorized Signatory Letter

Dear Sir or Madam:

Reference is made to the CEPI Trustee Agreement between the International Bank for Reconstruction and Development (“World Bank”) as trustee (the “Trustee”) of the CEPI Trust Fund (MTO No. _____) (the “CEPI Trust Fund”) and the Coalition for Epidemic Preparedness Innovations (“CEPI”), effective on _____ (the “CEPI Trustee Agreement”).

For the purposes of the CEPI Trustee Agreement, any [one/two] of the persons whose authenticated specimen signatures appear below is authorized on behalf of the Deliver Partner, acting [individually][jointly], to sign any transfer requests in accordance with Section __ of the CEPI Trustee Agreement.

This authorization replaces and supersedes any authorization currently in the Trustee records with respect to the CEPI Trustee Agreement.

[Name], [position] Specimen Signature: _____
[Name], [position] Specimen Signature: _____
[Name], [position] Specimen Signature: _____

Yours truly,

COALITION FOR EPIDEMIC PREPAREDNESS INNOVATIONS

[Name]
[Chief Executive Officer]

OFFICIAL

DOCUMENTS

Amendment No. 1 to the Agreement on the Terms and Conditions for the Administration of the CEPI Trust Fund between the Coalition for Epidemic Preparedness Innovations and the International Bank for Reconstruction and Development, as trustee of the CEPI Trust Fund (MTO No. 069035)

1. Reference is made to the Agreement on the Terms and Conditions for the Administration of the Coalition for Epidemic Preparedness Innovation ("CEPI") Trust Fund, effective November 15, 2017 (the "CEPI Trustee Agreement") between CEPI and the International Bank for Reconstruction and Development (the "World Bank") as trustee (the "Trustee") of the CEPI Trust Fund (MTO No. 069035) (the "Trust Fund").

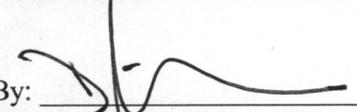
2. Pursuant to recent discussions between the Trustee and CEPI, the Trustee and CEPI agree to amend the CEPI Trustee Agreement to add a new paragraph 9.9 which reads as follows:

"9.9. At any time prior to the End Disbursement Date, CEPI may request the Trustee to return to a Contributor all or part of such Contributor's share (as defined above) by delivering to the Trustee a thirty (30) calendar days prior notice in writing and signed by CEPI and the Contributor. Following receipt of such notice, the Trustee shall cancel all or part of any Contributor's Share, as calculated by the Trustee and confirmed by CEPI as of the effective date of such notice, and return to the Contributor the cancelled amount of the Contributor's Share in the relevant Holding Currency."

3. All other terms of the CEPI Trustee Agreement shall remain the same.

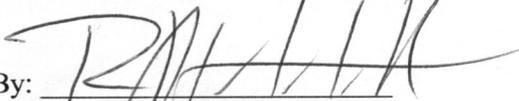
4. Each of the Trustee and CEPI represents, by confirming its agreement below, that it is authorized to enter into this Amendment and act in accordance with these terms and conditions. The Trustee and CEPI are requested to sign and date this Amendment, and upon possession by the Bank of this fully signed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

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
AS TRUSTEE OF THE CEPI TRUST FUND**

By: 
Dirk Reinermann
Director
Trust Funds and Partner Relations

Date: 5/8/18

COALITION FOR EPIDEMIC PREPAREDNESS INNOVATIONS

By: 
Richard Hatchett, MD
Chief Executive Officer

Date: 5/24/18