

**CCM FUNDING AGREEMENT
STANDARD TERMS AND CONDITIONS
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1 Introduction

1.1 The Country Coordinating Mechanism or the Regional Coordinating Mechanism (“**CCM**”) named in the face sheet of this Agreement is the CCM for the country (the “**Host Country**”) specified in the face sheet of this Agreement. The CCM has responsibility for (a) submitting funding requests to the Global Fund; (b) selecting Principal Recipients for grants (except for grants operating under the Additional Safeguards Policy¹); (c) overseeing grant making processes, grant implementation and grant closure process; (d) engaging with national stakeholders for robust national response coordination and results; and (e) ensuring the effective functioning of the CCM.

1.2 The CCM has applied to the Global Fund for funding to support certain fixed costs and other activities of the CCM. The Global Fund has agreed to provide the requested funding on the terms and subject to the conditions set out in this Agreement.

1.3 The CCM is not a legally incorporated body with separate legal personality and does not have the authority to enter into legally binding agreements with third parties. Accordingly, the CCM has designated the organization named in the face sheet of this Agreement (the “**CCM Funding Recipient**”) to be responsible for receiving and managing such funding on behalf of the CCM.

2. Parties and Purpose

2.1 This Agreement is between the Global Fund to Fight AIDS, Tuberculosis and Malaria, an international financing institution duly formed as a non-profit foundation established under the laws of Switzerland (the “**Global Fund**”) and the CCM Funding Recipient (each, a “**Party**”, and together, the “**Parties**”).

2.2 This Agreement sets out the terms upon which the Global Fund will make available funding up to the amount stated in the face sheet of this Agreement to support the activities of the CCM.

3 Costed Workplan and Permitted Use

3.1 The funds provided under this Agreement may only be used to finance activities of the CCM in accordance with the Costed Workplan and Performance Framework set out in the relevant annex of this Agreement. Changes to the Costed Workplan are subject to the prior written approval of the Global Fund. The CCM Funding Recipient shall ensure that all funds provided under this Agreement are prudently managed and shall take all necessary action to ensure that funds are used solely to pay for activities in accordance with the Costed Workplan and consistent with the terms of this Agreement. The CCM Funding Recipient shall use its reasonable efforts to ensure that such funds are not used to support or promote violence, to aid terrorists or terrorist-related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.

¹ The ASP can be found in the Global Fund [Operations Policy Manual](#).

3.2 If the maximum amount of funds provided under this Agreement exceeds USD300,000 for any 36 month period occurring between the “Start Date” and the “End Date” (each as specified in the face sheet)², the CCM Funding Recipient acknowledges and understands that the Global Fund has entered into this Agreement in reliance on the representation by the CCM in its funding request that no less than 20% of any funding in excess of USD300,000 will be provided to the CCM by sources other than the Global Fund to fund CCM activities during this period (the “**Co-Funding Minimum**”). Accordingly, and unless otherwise communicated in writing by the Global Fund, if the CCM Funding Recipient becomes aware that the expected amount of funding from other sources for a given CCM Funding Period is in fact or is anticipated to be materially lower than the Co-Funding Minimum, the CCM Funding Recipient shall promptly notify, or cause the CCM to notify, the Global Fund. Other sources of financing encompass all domestic and foreign development assistance resources (including contributions from governments, loans from external sources or private creditors, debt relief proceeds, and private contributions such as from non-governmental organizations, faith-based organizations, other domestic partners, and user fees). For purposes of fulfilling the requirements of this section 3.2, funding from other sources will not be deemed acceptable to satisfy the Co-Funding Minimum unless such funding is used to cover eligible costs for CCM funding, as described in the CCM Funding OPN³, as amended and updated from time to time and published on the Global Fund’s website.

3.3 Under this Agreement and in line with the principle of full cost recovery and in alignment with the United Nations harmonized cost recovery rate for non-core contributions, 7% of incurred expenditures will be deducted by the CCM Funding Recipient to cover the costs of administrative support at the CCM Funding Recipient.

3.4 The Performance Framework may set forth indicators to assess and measure the performance and functioning of the CCM. The Global Fund shall have the right to reduce funds under this Agreement in the event of failure by the CCM to comply with the set indicator(s). The Global Fund reserves the right to reduce funds by up to 30% of annual disbursement for non-compliance under each indicator. Such reduction may be cumulated in the event the CCM fails to comply with more than one indicator and/or non-compliance continues beyond each annual period. Such reduction shall be, in all cases, subject to the settlement of all outstanding commitments as of the time such reduction is communicated to the CCM Funding Recipient. Notwithstanding the foregoing, upon request from the Global Fund, the Global Fund and the CCM Funding Recipient shall consult on staff-related commitments, including CCM Secretariat staff contracts.

4 Effective Date; CCM Funding Period

4.1 This Agreement shall become effective on the date of its signature by both the CCM Funding Recipient and the Global Fund, acting through their duly Authorized Representatives identified in the face sheet of this Agreement.

4.2 Unless otherwise agreed between the Global Fund and the CCM Funding Recipient, the Agreement is signed with Costed Workplan and Performance Framework

² Such period between the Start Date and the End Date, the “CCM Funding Period”.

³ [The Global Fund Operational Policy Manual](#)

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corresponding to the first 12 months of the CCM Funding Period. The submission and approval of the Costed Workplan and Performance Framework for any subsequent year will occur on a yearly basis.

4.3 The Global Fund is making funding available to the CCM through the CCM Funding Recipient for a period which starts on the Start Date indicated in the face sheet of this Agreement and ends on the End Date indicated in the face sheet of this Agreement (the “**CCM Funding Period**”). Prior to expiration of the CCM Funding Period, the CCM may submit to the Global Fund a request for continued funding, which may be approved by the Global Fund in its sole discretion. A condition of such approval is the submission of all reports required by this Agreement, in form and substance satisfactory to the Global Fund.

4.4 The total amount that the Global Fund agrees to make available shall be committed by the Global Fund in tranches on an annual basis as shown in the face sheet of this Agreement. The amount of each such annual tranche shall be determined by the Global Fund at its sole discretion; provided, however, that (a) the first annual tranche shall be specified in, and deemed committed by the Global Fund upon the signing of this Agreement, and (b) the amount of each subsequent annual tranche, once determined, shall be communicated by the Global Fund in due course through written notice to the CCM.

5 Representations and Covenants

The CCM Funding Recipient shall receive and administer the funds in accordance with its regulations, rules and directives.

6 Local Fund Agent

6.1 The Global Fund may retain the services of a Local Fund Agent (“**LFA**”) to assist the Global Fund in overseeing the implementation of this Agreement. The CCM Funding Recipient, subject to its rules, procedures and administrative practices, shall cooperate fully with the LFA to permit the LFA to carry out its functions, including by making available to the Global Fund and the LFA relevant financial information, as per sections 7.5 and 7.6 below, drawn from relevant accounts and records.

6.2 The Global Fund may, in its sole discretion, decide to replace the LFA or designate an alternative principal representative of the LFA and shall inform the CCM Funding Recipient accordingly.

6.3 The LFA may collect or seek to collect data on behalf of the Global Fund, and it is possible that such data may contain personal data. Prior to collection, and at all times thereafter, the CCM Funding Recipient shall take all necessary actions to ensure that the transfer of such information to the LFA does not violate any applicable law or regulation in accordance with section 11.6 of this Agreement.

7 Disbursements and Reporting

7.1 Unless otherwise agreed between the Global Fund and the CCM Funding Recipient, the Global Fund will disburse funds under this Agreement on an annual basis.



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The Global Fund will not disburse funds under this Agreement after the End Date or at any time when the Global Fund has determined in its sole discretion that funds sufficient to make the disbursement are not available to the Global Fund for such purpose at the time of the disbursement. If the CCM Funding Recipient chooses to continue administrative activities in support of the CCM after the Global Fund funding available under this Agreement has been exhausted, the CCM Funding Recipient understands that the Global Fund makes no commitment beyond the amounts available under the terms of this Agreement.

7.2 For each tranche of the funds committed by the Global Fund in accordance with section 4.4 of this Agreement, the Global Fund shall disburse relevant funds through one or more cash payments taking into consideration the cash flow needs and performance of the CCM; provided, however, that notwithstanding any funding commitment that the Global Fund has made pursuant to section 4.4 or any anticipated disbursement schedule that may be included in a CCM Funding Agreement, the following conditions shall apply:

- (a) any disbursement by the Global Fund under this Agreement will be subject to the determination by the Global Fund, at its sole discretion, of the availability of relevant funding;
- (b) the timing and amount of each disbursement shall be determined by the Global Fund at its sole discretion taking into consideration cash flow needs and CCM performance; and
- (c) no disbursement shall be made by the Global Fund unless all of the requirements specified hereunder have been met or are otherwise waived by the Global Fund in writing.

7.3 Unless otherwise notified by the Global Fund, the Global Fund shall not effect or otherwise authorize any disbursement after the end of the Funding Period specified in this Agreement.

7.4 The Global Fund at its sole discretion may de-commit the whole or a part of the funds (to the extent previously committed by the Global Fund in accordance with section 4.4 but not disbursed) upon the expiry of the Funding Period for which such funds are made available, or as otherwise deemed appropriate by the Global Fund, at its sole discretion, during the CCM Funding Period.

7.5 The CCM Funding Recipient shall, not later than 90 days after the end of each 12 month period during the CCM Funding Period, beginning with the 12 month period following the Start Date (or such later or earlier date as may be agreed between the Global Fund and the CCM Funding Recipient on a case-by-case basis) (each such date a “**Report Due Date**”), provide to the Global Fund a progress update containing the following information:

- (a) a financial report for the period beginning on the Start Date (or the day after the end of the most recent reporting period, for reports provided with respect to the subsequent year of the CCM Funding Period) and ending on the applicable Report Due Date. The financial report shall set out the income and expenditure

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relating to funds disbursed under this Agreement and a statement of the cash balance at the end of the period and the projected cash balance at the End Date. Expenditure reporting must include costs broken down by financial cost category in accordance with the Global Fund Guidelines for Grant Budgeting as well as by CCM functional area. Information must also be provided on CCM funding use by representatives of non-governmental constituencies on the CCM. The Global Fund may, by written notice to the CCM Funding Recipient, specify the form of the report. The CCM Funding Recipient shall explain in the report any variance between the approved Costed Workplan and actual expenditures; and

- (b) a performance report for the period beginning on the Start Date (or the day after the end of the most recent reporting period,) and ending on the applicable Report Due Date describing results achieved against intended targets. The Global Fund will provide the form of the report.

7.6 In addition to the reports mentioned in section 7.5 of this Agreement, the Global Fund may, at its discretion and in accordance with UNAIDS Financial Regulations and Rules as well as other applicable financial and administrative rules and practices of the CCM Funding Recipient, request the CCM Funding Recipient to complete additional reports and submit additional information. For the avoidance of doubt, the Global Fund may, at its discretion, request the CCM to complete additional reports and submit additional information that do not relate to the CCM Funding Recipient.

7.7 If the CCM does not designate the CCM Funding Recipient as the entity that will continue to be responsible for receiving and managing funds for the CCM following the End Date, then the CCM Funding Recipient shall, no later than 3 months after the CCM Funding End Date, provide to the Global Fund a financial report for the period beginning on the day after the most recent reporting period and ending on the End Date.

7.8 The CCM's continued compliance throughout the CCM Funding Period with the Global Fund's Eligibility Requirements⁴ (as applicable) is a condition to the CCM receiving funding from the Global Fund. In the event that the Global Fund determines, in its sole discretion, that the CCM is not in compliance with these requirements and standards, the Global Fund may terminate or suspend this Agreement in accordance with section 15 of this Agreement.

7.9 Performance management by the CCM, as detailed in the [Country Coordinating Mechanism Policy](#) (the "**CCM Policy**"), of CCM Secretariat staff whose salaries are covered under the Costed Workplan, is a condition to the CCM receiving funding from the Global Fund. In the event that the Global Fund determines, in its sole discretion, that the CCM is not in compliance with the requirements and standards detailed in the CCM Policy, the Global Fund may terminate or suspend this Agreement in accordance with section 15 of this Agreement.

7.10 The Global Fund and the CCM Funding Recipient may make the information derived from the implementation of this CCM funding program available to the domestic and international community, consistent with the rights of individuals to privacy, the property rights of persons in trade secrets and confidential commercial or financial

⁴ [Country Coordinating Mechanism Policy](#)

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information. The Global Fund reserves the right to freely publish or disseminate information derived from the implementation of this CCM funding program. For the avoidance of doubt, the right to freely publish or disseminate information does not include publication or dissemination of information relating to the CCM Funding Recipient. The Global Fund and the CCM Funding Recipient shall coordinate public relations, measures, if any, in regard to their cooperation in accordance with this Agreement. Any proposed public reference to this Agreement or the content herein or to the relationship between the Global Fund and the CCM Funding Recipient in connection with this Agreement shall be agreed in advance. It is understood that each party is entitled to make reference to this Agreement and its contents in its internal documents and its annual reports.

8. Interest

Any interest earned on the cash balance of the contribution shall be used in accordance with UNAIDS Financial Regulations and Rules, and financial and administrative rules and practices of the CCM Funding Recipient.

9. Books and Records; Audits; Access

9.1 The CCM Funding Recipient shall maintain books and records in accordance with its Financial Regulations and Rules, and financial and administrative rules and practices. Books and records must be kept in the possession of the CCM Funding Recipient for at least seven years after the date of last disbursement under this Agreement, or for such longer period, if any, required to resolve any claims by the Global Fund or audit enquiries conducted by the CCM Funding Recipient.

9.2 All Parties to this Agreement agree to abide by the UN Single Audit Principle applicable to the United Nations and its Specialized Agencies.

9.3 All contributions to the CCM Funding Recipient are subject exclusively to its internal and external auditing procedures. The External Auditors' certification of accounts and audit report is made available to the Programme Coordinating Board on an annual basis. The Global Fund may request a copy.

9.4 The income and expenditure recorded in respect of the funding being provided by the Global Fund under this Agreement shall be included in the UNAIDS Financial Reports submitted to the Programme Coordinating Board on an annual basis. Certified financial statements of income and expenditure will be provided to the Global Fund on a yearly basis, upon request.

9.5 The CCM Funding Recipient shall submit to the Global Fund a certified statement of income and expenditure made under this Agreement during the preceding year.

9.6 The Global Fund may collect or seek to collect data, and it is possible that such data may contain personal data. Prior to collection, and at all times thereafter, the CCM Funding Recipient shall take all necessary actions to ensure that the transfer of such information to the Global Fund does not violate any applicable law or regulation in accordance with section 11.6 of this Agreement.

9.7 Any meetings between the CCM Funding Recipient and the Global Fund or the LFA in relation to the implementation of this Agreement shall be planned in advance with the provision of reasonable notice.

10 Goods and Services; Assets

10.1 The CCM Funding Recipient shall maintain policies and practices that govern all procurement using funds made available under this Agreement that, at a minimum, conform to standards that ensure transparency, value-for-money, competitiveness, efficiency and accountability. The CCM Funding Recipient shall ensure that such policies and practices are followed at all times.

10.2 Although goods or other property financed by the Global Fund under this Agreement may, during the CCM Funding Period, be held in the possession of the CCM or members of the CCM for the purpose of the administrative activities of the CCM, title to such goods and other property shall be held by the CCM Funding Recipient. The Global Fund may direct, at any time in its sole discretion, that title to such goods and other property be transferred to the Global Fund or another entity in the Host Country nominated by the Global Fund. All goods and services and activities financed with funds made available under this Agreement shall be used solely for the administrative purposes of the CCM consistent with the Costed Workplan.

10.3 The CCM Funding Recipient shall ensure that, where available at a reasonable cost, appropriate levels of insurance be maintained to cover the CCM Funding Recipient's activities under this Agreement, including assets (if any) financed under this Agreement. The Global Fund assumes no liability for any loss or damage to any person or property arising in connection with this Agreement.

10.4 The CCM Funding Recipient shall try to ensure that this Agreement and the assistance financed hereunder shall be free from taxes and duties imposed under laws in effect in the Host Country.

10.5 The CCM Funding Recipient shall assert all exemptions from taxes and duties to which it believes it, the Global Fund or this Agreement is entitled.

11. Conduct

11.1 The CCM Funding Recipient shall use its best efforts to ensure that CCM members and staff comply with the Code of Ethical Conduct for Members of the Country Coordinating Mechanism (as may be amended from time to time), which is attached as Annex 1 hereto.

11.2 The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the CCM Funding Recipient shall maintain standards of conduct that govern the performance of its staff and contractors, including the prohibition of conflicts of interest and corrupt practices in connection with the award and the administration of contracts, grants, or other benefits, as set forth in the UNAIDS Staff Regulations and Rules, the UNAIDS Financial Regulations and Rules, and the UNAIDS Manual.

11.3 No person affiliated with the CCM Funding Recipient (including staff and individual contractors) shall participate in the selection, award or administration of a contract, grant or other benefit or transaction financed by funds made available hereunder, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest. No person affiliated with the CCM Funding Recipient (including staff and individual contractors) shall participate in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment. Persons affiliated with the CCM Funding Recipient (including staff and individual contractors) shall not solicit gratuities, favors or gifts from contractors or potential contractors.

11.4 If the CCM Funding Recipient has knowledge or becomes aware of any actual, apparent or potential conflict of interest between the financial interests of any person affiliated with the CCM Funding Recipient, the CCM, the LFA, or the Global Fund and that person's duties with respect to the implementation of this Agreement, the CCM Funding Recipient shall immediately disclose the actual, apparent or potential conflict of interest to the UNAIDS responsible officer, which shall, as appropriate and in compliance with UNAIDS policies, procedures and practices, inform the Global Fund of any such discovery.

11.5 The Global Fund and the CCM Funding Recipient shall neither offer a third person nor seek, accept or be promised directly or indirectly for themselves or for another person or entity any gift or benefit that would or could be construed as an illegal or corrupt practice.

11.6 (1) The CCM acknowledges that the implementation of the Costed Workplan is expected to respect the following principles and rights ("**Data Protection Principles**") (see: https://www.theglobalfund.org/media/9564/core_criticaldatamanagement_guidance_en.pdf):

- (a) Information that could be used to identify a natural person ("**Personal Data**") will be: (i) processed lawfully, fairly and transparently; (ii) collected for specified, explicit and legitimate purposes and not further processed in a manner not compatible with those purposes; (iii) adequate, relevant and limited to what is necessary for the purposes for which they it is processed; (iv) accurate and, where necessary, kept up to date; (v) kept in a form which permits identification of the individuals for no longer than is necessary for the purposes for which the Personal Data is processed; and (vi) processed in a manner that ensures appropriate security of the Personal Data; and
- (b) Natural persons are afforded, where relevant, the right to information about Personal Data that is processed; the right to access and rectify or erase Personal Data; the right to data portability; the right to confidentiality of electronic communications; and the right to object to processing.

(2) Where collection and processing of Personal Data is required in order to implement the Costed Workplan by the CCM, it should respect the Data Protection Principles:

- (a) to the extent that doing so does not violate or conflict with applicable law and/or policy; and
- (b) subject to the CCM balancing the Data Protection Principles with other fundamental rights in accordance with the principle of proportionality, taking into account the risks to the rights and freedoms of natural persons.

(3) The Global Fund acknowledges and agrees that the principles and rights referred to in this section 11.6 are applicable to the CCM only, and not to the CCM Funding Recipient.

11.7 The CCM Funding Recipient shall ensure an appropriate protection of personal data in accordance with its applicable rules and procedures. In this connection, personal data shall be:

- (a) processed fairly, for legitimate purposes and in a transparent manner in relation to the data subject;
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- (d) accurate and, where necessary, kept up to date;
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; and
- (f) processed in a manner that ensures appropriate security of the personal data.

In this regard, the CCM Funding Recipient will comply with the Personal Data and Privacy Principles adopted by the United Nations, as well as any minimum safeguards that may be agreed between the EU and the UN in respect of transfers of data to and from international organizations (see: <https://archives.un.org/sites/archives.un.org/files/un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf>).

12. Use of Name and Logo

Neither Party shall use the name, emblem, logo or any trademarks of the other Party unless it has executed valid license agreements for such use.

13. Novation or Transfer of the Responsibilities of the CCM Funding Recipient

If at any time, either the CCM, the CCM Funding Recipient or the Global Fund concludes that the CCM Funding Recipient is not able to perform the role of CCM Funding Recipient and/or to carry out its responsibilities under this Agreement or if, for whatever reason, the Global Fund and the CCM, the CCM Funding Recipient wish to transfer some or all of the responsibilities of the CCM Funding Recipient to another entity (the “**New CCM Funding**

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Recipient") that is able and willing to accept those responsibilities, then the Global Fund and the CCM Funding Recipient may agree that the New CCM Funding Recipient may be substituted for the CCM Funding Recipient in this Agreement. The substitution shall occur on such terms and conditions as the Global Fund and the New CCM Funding Recipient agree, in consultation with the CCM. The CCM Funding Recipient hereby agrees, subject to its rules, regulations and administrative practices, to cooperate fully to make the transfer as smooth as possible.

14. Notices

Any notice, request, document, report, or other communication submitted by the CCM Funding Recipient or the Global Fund, unless this Agreement expressly provides otherwise, shall be sent to the other Party's: (a) Authorized Representative noted in the face sheet of this Agreement, as appropriate; or (b) the Name/Address for Notices noted in the face sheet of this Agreement, as appropriate. All official communications under this Agreement will be in English, unless the Global Fund and the CCM Funding Recipient agree otherwise in writing.

15. Termination, Suspension, Expiry of CCM Funding Period

15.1 After consultations have taken place between the Global Fund and the CCM Funding Recipient, and provided that the payments already received are, together with other funds available to the program/project, sufficient to meet all commitments and liabilities incurred in the execution/implementation of this Agreement, this Agreement may be terminated by the Global Fund or the CCM Funding Recipient. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Agreement. Either the Global Fund or the CCM Funding Recipient may suspend this Agreement in whole or in part upon giving the other Party fourteen days written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

15.2 Notwithstanding termination of all or part of this Agreement, the CCM Funding Recipient may use funds that have already been disbursed to satisfy commitments and expenditures already incurred in the implementation of the Agreement before the date of termination or suspension. After the CCM Funding Recipient has satisfied such commitments and liabilities, the CCM Funding Recipient will return all remaining funds disbursed hereunder to the Global Fund or dispose of such funds as directed by the Global Fund.

16 Limitation of Liability

16.1 The Global Fund shall be responsible only for performing the obligations that are specifically set forth in this Agreement. Except for those obligations, the Global Fund shall have no liability to the CCM Funding Recipient, any employees or any contractor thereof, the CCM (or any member thereof) or any other person or entity as a result of this Agreement. Any financial or other liability that may arise as a result of the activities of the CCM Funding Recipient shall be the sole responsibility of the CCM Funding Recipient.

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16.2 This Agreement shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Global Fund and the CCM Funding Recipient. Neither the CCM nor the CCM Funding Recipient shall, under any circumstances, represent that it is an agent of the Global Fund, and shall take all reasonable precautions to avoid any perception that such relationship exists.

17 Applicable Law; Arbitration

17.1 Any dispute between the Global Fund and the CCM Funding Recipient arising out of or relating to this Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party. The arbitration shall be conducted in accordance with UNCITRAL Arbitration Rules as at present in force. The Global Fund and the CCM Funding Recipient agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy or claim.

17.2 For any dispute for which the amount at issue is USD100,000 or less, there shall be one arbitrator.

17.3 For any dispute for which the amount at issue is greater than USD100,000, there shall be three arbitrators appointed as follows: The Global Fund and the CCM Funding Recipient shall each appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint a third who shall be the chairperson.

18 Miscellaneous

18.1 No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of the Global Fund and an authorized representative of the CCM Funding Recipient.

18.2 This Agreement and any annexes and attachments hereto constitute the entire agreement between the Parties and set out all the conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and any attachments hereto.

18.3 No delay in exercising any right or remedy under this Agreement shall be construed as a waiver of such right or remedy.

18.4 This Agreement shall be binding on the successors and assignees of the CCM Funding Recipient and the Agreement shall be deemed to include the CCM Funding Recipient's successors and assignees. However, nothing in this Agreement shall permit any assignment without the prior written approval of the Global Fund.

18.5 The provisions of Section 3 (*Costed Workplan and Permitted Use*), Section 5 (*Representations and Covenants*), Section 9 (*Books and Records; Audits; Access*), Section 10 (*Goods and Services; Assets*), Section 11 (*Conduct*), Section 15 (*Termination*,



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Suspension, Expiry of CCM Funding Period), Section 16 (*Limitation of Liability*), Section 17 (*Applicable Law; Arbitration*) and Section 19 (*Privileges and Immunities*) shall survive and remain in full force and effect regardless of the expiry of the CCM Funding Period or the termination or expiry of this Agreement.

18.6 This Agreement may be executed in one or more counterparts, all of which will constitute one and the same agreement.

19 Privileges and Immunities

19.1 Nothing in or related to this Agreement may be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund under (a) the Agreement on the Privileges and Immunities of the Global Fund, international law, including international customary law, any international conventions, treaties or agreements, (b) any national laws including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288), or (c) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

19.2 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNAIDS pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement, and/or as submitting UNAIDS to any national court jurisdiction.

20 Trustee

The Global Fund and the International Bank for Reconstruction and Development (the "**World Bank**") have entered into an agreement by which the World Bank has agreed to establish the "Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria" (the "**Trust Fund**") and to serve as the trustee of the Trust Fund (the "**Trustee**"). Funds made available to the CCM Funding Recipient under this Agreement may be disbursed from the Trust Fund. All of the obligations of the Global Fund under this Agreement are obligations of the Global Fund and the World Bank has no personal liability for the obligations of the Global Fund under this Agreement.



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Annex 1

Code of Ethical Conduct for Members of Country Coordinating Mechanism

[text of Code of Ethical Conduct for Members of Country Coordinating Mechanism follows]

My Code My Responsibility

Code of Ethical Conduct
for Country Coordinating
Mechanism Members

Duty of Care 

Accountability 

Integrity 

Dignity & Respect 



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The CCM – A Unique Forum for Advancing Public Health

CCMs are mechanisms for public-private partnership in the governance of HIV, Tuberculosis, and Malaria national disease programs. CCMs request financing from the Global Fund on behalf of the country and provide strategic oversight to ensure effective and strategic implementation of the program.

An effective CCM is central to the Global Fund’s mission of “investing the world’s money to end AIDS, tuberculosis and malaria.” It is a unique country-level forum that brings together actors from all sectors, including affected populations, and other public health fora (e.g., strengthening systems for health) to achieve the vision of a world free from the burden of these three diseases.

The Global Fund model is founded on certain principles, underpinned by a series of ethical values:

GLOBAL FUND PRINCIPLES

Country Ownership

Partnership

Transparency

Performance Based Funding

GLOBAL FUND ETHICAL VALUES

Duty of Care

Accountability

Integrity

Dignity and Respect

As the main governance body charged with securing Global Fund financing and overseeing program success, the CCM is expected to embody the same principles and values. Ethical, transparent, and responsible decision-making by CCMs is key for program success at country level.

Country Coordinating Mechanism Members' Duties

This Code of Conduct outlines requirements and expectations for individual CCM Members (including Regional Coordinating Mechanisms, Alternates, and CCM Secretariat employees) to perform their duties, in line with the Guidelines and Requirements for CCMs and internal CCM policies. CCM Members are **required** to:

- ▶ Read, be familiar and comply with this Code
- ▶ Certify, upon the Global Fund's request, commitment to act in line with this Code in their roles as CCM Members
- ▶ Act ethically and as positive role models in the context of their membership on the CCM
- ▶ Support anyone who raises concerns about violations of this Code or the CCM Guidelines
- ▶ Raise questions and concerns if they become aware of possible violations of CCM Policies, this Code, or any integrity-related laws.

This Code of Conduct expects CCM Members to:

- ▶ Act consistently with their duty of care
- ▶ Act accountably
- ▶ Act with integrity
- ▶ Act with dignity & respect
- ▶ Speak out

CCM Chair, Executive & Ethics Committee Responsibilities

- ▶ Encourage CCM Members to know the Code and all other governing documents: (CCM Guidelines, CCM Conflict of Interest Policy and CCM Bylaws)
- ▶ Ensure that CCM members receive the Code and the CCM Conflict of Interest Policy, read them, and ensure the policies' enforcement consistently and fairly
- ▶ Make sure no one is punished or hurt for raising Code-related concerns or questions
- ▶ Create a respectful and inclusive CCM environment with active and effective contributions by all members and with transparent and equitable decision-making

CCM Secretariat Employees

CCM employees are **required** to provide timely, professional, and transparent support to all members of the CCM, including responsible management of information, budgets, and CCM meeting minutes.

If CCM Members have a question about how to abide by this Code, or if they have a concern or suspicion that others may not be abiding by this Code, they are **required** to actively uphold the Code by speaking out:

- ▶ Where possible, raising the matter within the CCM.
- ▶ In parallel, alerting the Global Fund.

The Global Fund will not tolerate any form of retaliation against those who act consistently with this Code and speak out.

Code Enforcement

This Code is incorporated as a component of Eligibility Requirement 6 of the Guidelines and Requirements for Country Coordinating Mechanisms. Consequently, the Global Fund will monitor CCM's enforcement of this Code as a condition for access to Global Fund financing, and CCM Members' adherence to the expectations set in this Code will inform the Global Fund's appraisal of overall CCM performance.

The CCM is **required** to enforce individual member compliance with this Code, while ensuring fairness and due process. Consequences should be proportional and may include removal from decisions, leadership roles, or the CCM.

Duty of Care

CCM Members' duty of care is first and foremost to people living with, affected, or at risk of contracting HIV, Malaria, and Tuberculosis.

CCM Members' obligations towards their constituency and stakeholders are expected to support, not undermine, this broader public health interest to end the epidemics.

CCM Members are expected to ensure that Global Fund resources are used efficiently and wisely to achieve maximum impact by:

- ▶ **Submitting funding requests that are designed to propose the most effective mix of interventions, including most effectively targeting key and vulnerable populations, as aligned with the National Strategic Plan/Investment Case**
- ▶ **Ensuring that implementers and systems are capable of implementing the grant effectively**
- ▶ **Overseeing effective and timely implementation of grants with careful and appropriate use of resources in order to attain or surpass anticipated results**
- ▶ **Speaking out if the above activities are not happening**



HOME





Accountability

CCM Members are accountable to the people they represent, and as a group, the CCM is also accountable to the mission of ending the epidemics within its country.

CCM Members are therefore expected to:

Be transparent

Prepare and actively participate in the CCM

Be responsible stewards of CCM assets

Manage information responsibly

TRANSPARENCY

Since the CCM is a public body representing public health and stakeholder interests, CCM Members need to be open with the public, especially with those they represent, and to represent their constituents' views at the CCM. CCM Members are therefore **required** to:

- ▶ Share received information with constituents early enough and with enough detail to enable constructive feedback in time to influence a decision
- ▶ Update constituents on CCM decisions, in particular when constituents provided input
- ▶ Collect and reflect constituents' views and concerns at CCM meetings, while retaining the duty of care to the broader public health interest

PREPARATION AND ACTIVE PARTICIPATION

CCM Members are expected to take their role on the CCM seriously:

- ▶ Regularly attend CCM meetings on time
- ▶ Prepare for meetings by reading background material and by fulfilling commitments made in prior meetings
- ▶ Ensure CCM decisions are properly documented
- ▶ Cooperate fully with the implementers and the Global Fund

CCM Members are **required** to actively hold implementers accountable for their representation, performance and conduct by engaging in grant oversight, including by:

- ▶ Proactively making field visits (taking personal safety into consideration) and attending disease-related meetings
- ▶ Contributing feedback from constituencies on access, quality, and equity of grant sponsored services
- ▶ Participating in analysis of grant results and investigation of problems through dialogue with the implementers
- ▶ Contributing to efforts to solve problems which surpass the authority or capacity of the implementers
- ▶ Proactively identifying ways to improve the CCM's work

RESPONSIBLE USE OF CCM ASSETS

The funds, office space, equipment, and transport offered to the CCM is intended to ensure that the CCM is fully functional. CCM Members are stewards of these assets, so they are required:

- ▶ Not to use CCM assets for personal or needs unrelated to CCM activities
- ▶ To ensure the assets are not damaged, misused, or lost
- ▶ To speak out if they are concerned that assets are being inappropriately used

RESPONSIBLE INFORMATION MANAGEMENT

CCM Members are expected to balance transparency with confidentiality. They do this by:

- ▶ Not sharing information that the CCM or Global Fund formally determine is confidential
- ▶ When information is not confidential, ensuring that it is made available to constituencies and the public in a timely manner
- ▶ Ensuring other CCM Members know and follow the rules on confidentiality
- ▶ Responsibly using and protecting computer IDs and passwords
- ▶ Remaining vigilant against cyber-attacks and scams and reporting them immediately to CCM leadership



Integrity

CCM Members are expected to act with

Impartiality,

Truthfulness and Accuracy,

Fairness and Consistency, and

Honesty.

As CCM Members make decisions, they are expected to prioritize the best interests of the populations affected by the three diseases.

IMPARTIALITY AND AVOIDING CONFLICTS OF INTEREST

CCM Members have important connections outside of their role on the CCM, such as:

- ▶ Other roles in other organizations
- ▶ Responsibilities towards friends and family
- ▶ Membership in a political party or government
- ▶ Owning a company or NGO, or sitting on boards of directors

CCM Members also may be offered or seek to offer gifts, including benefits, travel costs and honours outside of their roles as a CCM Members.

These connections or gifts could create the impression of influence on CCM Members in:

- ▶ Making decisions that are not in the best interest of public health needs
- ▶ Inappropriately using CCM time or resources
- ▶ Sharing confidential CCM information
- ▶ Violating policies or integrity-related laws (such as anti-fraud or corruption laws)

CCM Members are expected to avoid perceived, potential, and real conflict of interest of this kind, CCM Members are **required** to comply with their Conflict of Interest Policy. In line with this policy, CCM Members **must**:

- ▶ Immediately disclose to the CCM any potential or actual conflict of interests
- ▶ Periodically declare conflicts of interests affecting anyone on the CCM
- ▶ Not accept or give gifts in connection with their CCM Member role

In the case of a conflict or the perception of one, CCM Members are **required** to follow the CCM Conflict of Interest Policy, including by:

- ▶ Recusing themselves from discussions, decisions, and voting where there is a conflict of interest, including decisions related to oversight and selecting or financing of implementers
- ▶ Speaking out if they are worried that a CCM colleague has connections and is not disclosing them or managing them properly

TRUTHFULNESS AND ACCURACY

Important public health investment decisions are made on the basis of information and data such as:

- ▶ The nature and size of the disease burden
- ▶ The nature and scale of impact of interventions
- ▶ The nature and type of barriers to accessing health services for most affected and marginalized populations
- ▶ The pace and quality of program implementation
- ▶ The costs of interventions
- ▶ The reliability and quality of public health systems
- ▶ The reliability and quality of implementers

Therefore, CCM Members are expected to ensure that this information is accurately and completely reported and used. CCM Members are also **required** to speak out if they have concerns that data or information is influenced by unintentional or intentional errors such as manipulation, inflation, miscounting, incomplete, or incorrect statements.

FAIRNESS & CONSISTENCY

CCM Members are **required** to abide by and apply Global Fund and CCM rules, guidelines, codes or policies fairly and consistently. If a CCM Member has concerns that CCM rules, guidelines, codes or policies are not being followed, s/he has a **duty** to speak out.

Relevant Global Fund Policies for CCMs

Reference Document	Provides Guidance on:
CCM policy*	<ul style="list-style-type: none"> ▶ The role and core functions of CCMs and their membership ▶ The six requirements for CCM funding eligibility ▶ Good governance principles and practice ▶ The process for reviewing CCM performance ▶ Technical and financial assistance available to CCMs ▶ Standards which the Global Fund considers vital for effective CCM performance, and recommendations based on good practice
The Code of Conduct for Recipients**	<ul style="list-style-type: none"> ▶ The principles and standards of conduct for all recipients of Global Fund grants
The Policy on Ethics and Conflict of Interest**	<ul style="list-style-type: none"> ▶ Identification of actual or potential conflicts of interest ▶ The responsibility to disclose actual or potential conflicts of interest, and the procedure for addressing such conflicts
The Whistle-Blowing Policy and Procedures**	<ul style="list-style-type: none"> ▶ The Global Fund's confidential procedures for reporting possible misconduct or irregularities so that appropriate remedial action can be taken
CCM Funding Policy*** Guidelines for CCM Funding*** CCM Funding Step-by-Step Guide***	<ul style="list-style-type: none"> ▶ Instructions on how to apply for CCM funding from the Global Fund, the eligible uses of CCM funding, and how expenditures should be tracked by CCMs

* Accessible at <https://www.theglobalfund.org/en/country-coordinating-mechanism/>

** Accessible at <https://www.theglobalfund.org/en/country-coordinating-mechanism/ethics/>

*** Accessible at <https://www.theglobalfund.org/en/country-coordinating-mechanism/funding/>

HONESTY

CCM Members must guard against misuse of resources, fraud and corruption and, in particular, comply with the Global Fund Policy to Combat Fraud and Corruption. They must not tolerate or take part in any arrangements to divert, falsely report, or use Global Fund funds, assets, or data for anything other than the intended purpose, especially not for personal, criminal or political purposes. CCM Members are **required** to support efforts that:

- ▶ **Prevent corruption:** Make sure Global Fund funds are used properly
- ▶ **Stand up to corruption:** Speak out when they have a suspicion of corruption
- ▶ **Detect corruption:** Actively condemn if others engage in corruption

The Global Fund prohibits and addresses all forms of fraud and corruption.

The Global Fund’s Policy to Combat Fraud and Corruption outlines specific “Prohibited Practices” which all CCM Members are required to prevent, detect, and report.

The following practices are prohibited:

- ▶ **Corrupt Practices:**
Bribes, kickbacks, and influencing decisions in exchange for favors
- ▶ **Fraudulent Practices:**
Lying about use of funds or information used to make funding decisions
- ▶ **Coercive Practices:**
Intimidating or threatening someone to improperly influence them
- ▶ **Collusive Practices:**
Whenever two or more collaborate to carry out Prohibited Practices
- ▶ **Abusive Practices:**
Theft, embezzlement, or intentional waste
- ▶ **Obstructive Practices:**
Failing to report Prohibited Practices to the Global Fund despite suspicion or knowledge, or blocking the Global Fund from finding evidence of Prohibited Practices
- ▶ **Retaliation:**
Harming or seeking to harm anyone who either refuses to engage in Prohibited Practices or in good faith reports it
- ▶ **Money Laundering:**
Managing or moving funds that are connected to criminal activity
- ▶ **Financing of Terrorism:**
Managing or moving funds that are intended to finance terrorism



Dignity & Respect

Members of the CCM treat people with dignity and respect by

- Upholding the dignity of beneficiaries, and
- Respecting colleagues.

ENSURING RESPECT FOR HUMAN RIGHTS, INCLUDING NON-DISCRIMINATION

CCM Members are **required** to ensure that programs financed by the Global Fund are designed to be inclusive, promote dignity, respect and empowerment of people and communities affected by HIV/AIDS, Tuberculosis and Malaria, as well as key and vulnerable populations, especially as they face stigma or marginalization. CCM Members share accountability for prohibiting, preventing and responding to harassment and abuse of power, sexual exploitation and abuse and sexual harassment, as well as sexual activity with children in the context of Global Fund programs.

The following definitions apply:

- ▶ Sexual exploitation is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- ▶ Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- ▶ Sexual harassment is any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation. Sexual harassment may involve any conduct of a verbal, nonverbal or physical nature, including written and electronic communications, and may occur between persons of the same or different genders.
- ▶ Sexual activity with children means sexual activity with persons under the age of 18 regardless of the age of majority or age of consent locally (in the jurisdiction where such activity takes place). Mistaken belief regarding the age of a child is not a defense.

CCM Members are required to report immediately all allegations of sexual exploitation and abuse, and sexual harassment to the Global Fund. Please see the section “Speaking Out” in this Code for guidance on how to report.

ENSURING AN ATMOSPHERE OF MUTUAL RESPECT

In interactions with fellow CCM Members, Implementers, and Global Fund staff, CCM Members are expected to maintain an enabling environment guided by mutual respect.

CCM Members are therefore expected to practice and promote respectful deliberations, decision-making, and social interactions in all CCM-related settings. They are expected to treat colleagues with courtesy and respect, without harassment, or physical or verbal abuse, and not exert undue influence on their activities. They are expected to ensure that the debates reserve sufficient time for all to speak, and that decisions are made after thorough consideration of the views expressed by all CCM Members.

CCM Members are **required** to abstain from all forms of bullying, harassment, discrimination, and other abuses of their power. CCM members are prohibited from engaging in sexual exploitation and abuse, including child sexual abuse, and sexual harassment.

Speaking Out

What does it mean to speak out?

In its most general form, to speak out means to raise questions, concerns, or share knowledge of situations where this Code or other policies are not being adequately upheld. CCM Members are encouraged to support one another and hold one another accountable by proactively discussing whether their decision-making and behaviour are consistent with this Code. If initial efforts yield insufficient change, CCM Members are **required** to raise their concerns more formally within the CCM governance structure as well as with the Global Fund.

Can speaking out help?

By speaking out, CCM Members give others the chance to take action and to support them:

- ▶ **Asking for clarifications or advice** increases a member's chances of doing the right thing.
- ▶ **Pointing out** behavior that is inconsistent with this Code may influence the behavior of colleagues.
- ▶ **Raising the matter formally** to the CCM allows the CCM to respond appropriately and to strengthen the ethical culture of the CCM.
- ▶ **Escalating** the matter to the Global Fund allows for:
 - Receiving confidential advice from the Ethics Officer or the OIG
 - Protection of the speaker's identity
 - Global Fund intervention at an operational level
 - A fact finding exercise to be undertaken
 - If appropriate, penalties to be initiated
 - If appropriate, law enforcement to be informed

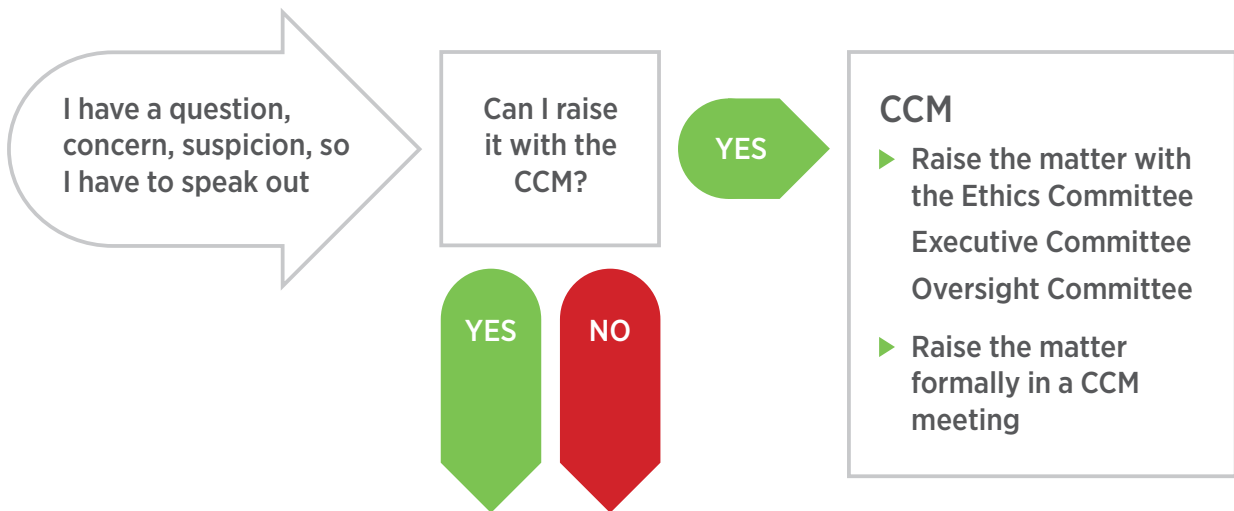
CCM Members have a duty to report

The CCM as a body is **required** to immediately report suspicion or knowledge of all forms of fraud and corruption (defined as Prohibited Practices) and human rights violations, including sexual exploitation, sexual abuse or sexual harassment, to the Global Fund. Therefore, if a CCM Member has suspicion or knowledge of Prohibited Practices in Global Fund activities, s/he also has a **duty** to report this information, either through formal CCM channels, or directly to the Global Fund. **Note that failure to report suspicion or knowledge of prohibited practices is itself the prohibited practice of “obstruction.”**

The Global Fund has made confidential and/or anonymous reporting and advisory services available to CCM Members through the channels described in the schematic below. Under the Global Fund’s Whistleblowing Policy, those reporting any wrongdoing to the OIG may do so anonymously or confidentially and the Global Fund maintains processes to prevent, detect, and respond to any retaliation against reporting.

How can I report or seek confidential advice?

Speaking out takes courage and strength of character, so your decision to take action is greatly appreciated and will be acted on with respect and sensitivity to your personal security.



THE GLOBAL FUND

For General Advice:

- Your FPM
- CCM Hub: ccm@theglobalfund.org

For Confidential Advice:

- Ethics Officer: ethics@theglobalfund.org

To Report Wrongdoing:

- Confidential OIG hotline:
www.ispeakoutnow.org
+1 704 541 6918 (free service)



Here are the practical steps:

- ▶ You have **multiple channels** of speaking up available within the CCM, whether it be with a fellow member, a committee chair or vice chair, or a member of the Executive Committee or the CCM Secretariat. You might also consider contacting the Local Fund Agent. Please reach out to the channel you are most comfortable with.
- ▶ You are **required** to report directly to the Global Fund (1) if you have a suspicion or knowledge of Prohibited Practices; (2) if you cannot speak out within the CCM, or (3) if your efforts to date have resulted in inadequate response. You may contact various channels within the Global Fund Secretariat, such as the Country Team, the FPM, the CCM Hub, the Ethics Officer, or the OIG. Please reach out to the channel you are most comfortable with.
- ▶ If you have **concerns about retaliation** or fear for your personal or family’s safety for speaking out, do so confidentially (e.g., to the Global Fund Ethics Officer) or through the Global Fund’s “I Speak Out Now” hotline, where you can report confidentially, anonymously, or claim whistleblower status.
- ▶ Any time you speak with someone, **provide details:**
 - ✔ What happened?
 - ✔ Where?
 - ✔ When?
 - ✔ Names of everyone involved
 - ✔ Why is this a problem?
 - ✔ Other information
- ▶ **If possible, keep written records of what you said to who, when and the responses you got.** This will allow you to demonstrate you held up your duty to report.
- ▶ **Don’t stop** speaking up: If the problem continues or repeats, speak to another channel.

**The Global Fund to Fight
AIDS, Tuberculosis and Malaria**

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