

Conflict of Interest Procedures for HFA/DQR Assurance Service Providers

I. Background

One of the core principles embedded in the role of Assurance Service Providers for the implementation of *Health Facility Assessments (HFA)* and *Data Quality Reviews (DQR)* (collectively referred to as “Service Providers”), is the need to be objective and independent. If a Service Provider’s independence and objectivity is compromised by an actual, potential or perceived conflict of interest (collectively referred to as “conflict of interest”), the Service Provider cannot fulfill its intended function to the Global Fund.

The purpose of the *Conflict of Interest Procedures for HFA/DQR Assurance Service Providers* is to 1) outline the conflict of interest related requirements and processes as relevant to Service Providers; 2) provide information on common conflict of interest typologies; and 3) outline considerations to take into account when evaluating conflicts of interest.

II. Definition of Conflict of Interest

Under Article 18 of the Service Provider Indefinite Quantity Contract with the Global Fund a Conflict of Interest is defined as follows:

The term “Conflict of Interest” shall mean a situation in which the Contractor (including its personnel, agents, employees or consultants), or an Affiliate or a sub-contractor (if any) of the Contractor (including their personnel, agents, employees or consultants) has interests (which may be financial, organizational, personal, reputational or otherwise), or it is reasonable to foresee that such an interest would arise, that would or may appear to make it difficult for the Contractor to fulfil its obligations in providing services to the Global Fund in an objective, independent and professional manner.

A conflict of interest **may** arise due to a variety of factors in the following circumstances, which are not exhaustive:

- a) the Contractor, Affiliate or sub-contractor has been, or is involved in the design of a proposal or request for funding that has been, or will be submitted to the Global Fund;
- b) the Contractor, Affiliate or sub-contractor has been, or is involved in the provision of advice to an entity that is a recipient of grant funds from the Global Fund (a “Principal Recipient”), an entity to which a Principal Recipient has granted funds (a “Sub-recipient”) and/or an HFA/DQR key stakeholder/implementer;
- c) the Contractor, Affiliate or sub-contractor, is or, has been involved in the design of or provided advice with respect to such country’s national health facilities or systems;

- d) the Contractor, Affiliate or sub-contractor, has a financial stake or controlling interest in a key Global Fund grant/HFA/DQR stakeholder/implementer or a provider of goods/services to a recipient of Global Fund grant funds ;
- e) the Contractor, Affiliate or sub-contractor, is or has been involved in a legal dispute with the Global Fund or its grant recipients or any other legal dispute that could have an actual or perceived effect on their Global Fund related duties;
- f) the Contractor, Affiliate or sub-contractor, has a financial/professional relationship with a key Global Fund grant/HFA/DQR stakeholder/implementer or a provider of goods/services to a recipient of Global Fund grant funds;
- g) the Contractor, Affiliate or sub-contractor has submitted an expression of interest, tender, bid or otherwise indicated interest in providing services of any nature to a Global Fund's Principal Recipient/Sub-recipient and/or HFA/DQR key stakeholder/implementer that remains valid at the time of, and for the duration of the term of the relevant Work Order.

III. Responsibilities of the Service Provider

Due to their role in undertaking an objective examination and providing independently verified information to the Global Fund relating to the implementation of HFAs/DQRs, it is of utmost importance to the Global Fund and its stakeholders that **any conflict of interest situations** involving Service Providers are 1) **prevented or avoided** or, when they cannot be avoided; 2) **disclosed**; and 3) **mitigated** when possible, through the establishment of effective mitigating measures. In light of this, Service Providers are responsible for avoiding conflict of interest situations and disclosing relevant information fully and promptly to the Global Fund.

The Service Providers' responsibilities related to declaring conflicts of interest are clearly stipulated in, and governed by, the Service Provider Indefinite Quantity Contract with the Global Fund.

In accordance with Article 18 of the Service Provider Indefinite Quantity Contract with the Global Fund, among other actions, Service Providers must:

1. Make every effort to prevent conflicts of interest, or the appearance of a conflict of interest, from arising;
2. Not enter into any contract, arrangement, relationship or venture that would, or would appear to, cause a conflict of interest to arise;
3. Have in place appropriate procedures and controls to ensure that no employees who may have a conflict of interest are assigned to the services carried out under the contract;
4. Submit a declaration of absence of conflict of interest and disclose any potential conflict of interest situations prior to signing a contract and/or Work Order with the Global Fund;
5. Submit a declaration of absence of conflict of interest for each expert proposed prior to approval.

Failure to declare any actual, potential or perceived CoI may lead to contractual consequences:

“Failure of the Contractor to sign the Conflicts Declaration at the required / requested times, disclose any actual or potential conflict to the Global Fund, comply with the Global Fund’s request regarding a mitigation proposal, or otherwise comply with the requirements of this Section constitutes breach of this Contract and grounds for the Global Fund to terminate this Contract and related Work Orders as the Global Fund determines appropriate and pursue appropriate remedies”. (Section 18, IQC)

IV. Disclosing Conflict of Interest Situations

When a perceived, potential or actual conflict of interest exists, the Service Provider must disclose this immediately by submitting a conflict of interest clearance request to the Global Fund using the standard conflict of interest questionnaires (annexes)

Equally, any Global Fund staff who has become aware of an actual, potential or perceived conflict of interest involving Service Providers is required to inform immediately the MECA team.

Service Providers have a contractual responsibility to **fully disclose** to the Global Fund **complete and relevant details** relating to any **actual, potential or perceived** conflicts of interest before entering a contractual relationship with the Global Fund and throughout the term of their contract. The Service Provider **Project Manager is expected to coordinate** the submission of any such conflict of interest queries as per the process outlined below:

1. **At the Request for Information (RFI)/Request for Proposal (RFP) stage,** Service Providers who have identified a risk of an actual, potential or perceived conflict of interest must provide **complete and relevant information** by answering the **pre-defined conflict of interest related questions** contained within the RFI/RFP documents (including relevant conflict of interest annexes), add any other relevant information and **send it to the Global Fund Sourcing Team** as part of the tender documents and per the RFI/RFP proposal submission guidelines.
2. **During the term of the contract,** immediately upon becoming aware of a risk of a conflict of interest, the Service Provider must submit **complete and relevant information** to the Global Fund MECA Team by answering the **pre-defined conflict of interest-related questions** in Annex A and/or Annex B of this

document, including any other relevant information and send the query to the Global Fund MECA Team. The information should be attached in Word format or included in the body of the e-mail.

3. **At the time of proposing Service Provider experts** for the Global Fund MECA Team's approval, Service Providers are required to submit a **declaration of absence of conflict of interest for each key Service Provider expert proposed** (see Annex C).
4. All conflict of interest declarations or clearance requests under points 2-3 above should be addressed to:

programdataassurance@theglobalfund.org

As part of disclosing a conflict of interest situation, and based on the facts of the situation:

- The Services Provider must **clearly provide its assessment** of the conflict of interest situation.
- Where a conflict of interest situation is identified, the Service Provider **may propose realistic and effective mitigating measures** based on a careful evaluation of the risk and/or the scope of the conflict of interest. Please note that **not all conflicts of interest can be mitigated**.

Upon receipt of a conflict of interest declaration, **the Global Fund will:**

- Consider each conflict of interest clearance request including the information provided by the Service Provider and any proposed mitigating measures, on a **case-by-case basis**.
- As soon as the Global Fund has reached a conclusion on the conflict of interest situation, the MECA Team informs the Service Provider of the decision.
- If there is an actual, potential or perceived conflict of interest, possible courses of action may include:
 - a. The Service Provider takes measures agreed with the Global Fund to mitigate the conflict; or
 - b. The Service Provider relinquishes the work causing the conflict; or
 - c. The Service Provider may choose to relinquish their Service Provider role; or
 - d. In cases of an unresolved CoI, the Global Fund may not sign or may terminate the Service Provider Work Order for the country in question and select an alternative Service Provider.

V. Types of Conflicts of Interest

A conflict of interest may arise due to a variety of factors in the context of Service Providers providing assurance services related to HFAs/DQRs. Below selected types of conflicts of interest are listed as well as some common situations in which conflicts of interest often occur. It should be emphasised that this list is not exhaustive and other factors may lead to a conflict of interest. Early notification to and close consultation with the MECA Team is critical to determining the risk of a conflict of interest materialising.

01 Institutional and personal conflicts of interest

Conflicts of interest can compromise the Service Provider's independence and objectivity at the institutional or the personal level:

-
- **Institutional** - related to the entity acting as Service Provider (including sub-contractors), or
 - **Individual** - related to a member, or proposed member, of the Service Provider team.
-

02 Actual, potential and perceived conflicts of interests

-
- **Actual** - where a conflict of interest already exists
 - **Potential** - where a conflict of interest could happen
 - **Perceived** - where other people may reasonably think that an entity/person has been/will be compromised
-

In a given situation, a Conflict of Interest may already exist, e.g. a Service Provider Country Team Leader's spouse is working for the HFA/DQR implementer; can potentially occur, e.g. a Service Provider expert has previously provided technical assistance to strengthen health service delivery in some districts of the country which can potentially cause self-review should the same districts be included in the HFA/DQR; or situations may be perceived as conflicts of interest.

For example, there may be a perception of the Service Provider's lack of independence and/or objectivity caused by a situation where a Service Provider or an affiliate (such as a sub-contractor) has financial interests, personal relationships, or professional associations with a key implementer, that may make the Service Provider appear to be biased by that interest or relationship. A badly managed perceived conflict of interest may be as harmful as an actual conflict of interest. Service Providers are expected to exercise the same detailed analysis for cases of perceived conflict of interest as for potential and actual conflict of interest.

03 Positive and negative conflicts of interest

Conflicts of Interest are often thought of as using one's position to favor someone (*e.g. I want to protect my former colleagues at an entity and will therefore favor them in my report*). However, one can also use one's position to harm someone with whom one has a negative relationship (*e.g. I have a grudge against the director of the entity and will therefore report on them negatively*).

-
- **Positive** - a Service Provider team member is seen to be favoring or benefitting someone
 - **Negative** - a Service Provider team member is seen to be against someone and to disadvantage them
-

Conflicts of interest may relate to **past, present or future work** and can occur in the following situations (among others). Please note that this list is not exhaustive:

04 Conflicts of interest due to self-review

Is there a risk of the Service Provider being in a position of reviewing its own work, or work performed by their colleagues (*e.g. same entity but different team*) and therefore not being fully independent in arriving at its professional opinion?

- *The Service Provider entity, team or a member thereof, is/has been involved in providing HFA/DQR related technical assistance/capacity building to the HFA/DQR implementer.*
- *The Service Provider entity, team or a member thereof has been involved in adapting the survey tools/questionnaires.*
- *A key member of the Service Provider team is working/has worked for the HFA/DQR implementer in a capacity/team related to the implementation of HFAs/DQRs.*

05 Commercially motivated conflict of interest

Is there an intended (*e.g. Service Provider seeking business opportunities from a HFA/DQR key stakeholder/implementer or another Global Fund grant key implementer in the country*) or an actual commercial/contractual (financial/professional) relationship between the Service Provider entity, or a member thereof, and the HFA/DQR key stakeholder/implementer? Does the Service Provider have a financial stake or controlling interest in any such entities? This presents the risk that the Service Provider may not, or may not be perceived to, be fully independent in arriving at their professional opinions because those opinions might impact their client relationship, *i.e. the Service Provider may want to protect its relationship with the entity in question. Examples of such cases could be:*

- *The Service Provider entity has a long-term contractual relationship with an HFA/DQR key stakeholder/implementer or another Global Fund grant key implementer in the country providing capacity building. While the substance of the work may not be related*

to HFAs/DQRs, the Service Provider may want to protect its long-term contractual/commercial relationship with the key stakeholder/implementer, which may cause the Service Provider team not to be, or not to seem to be, objective and independent.

06 Conflicts of interest due to personal relationships

Is there a personal relationship (family bonds, friendship, animosity, etc.) between a staff member of the Service Provider team, and a staff member of a HFA/DQR key stakeholder/implementer? This presents the risk that the Service Provider may not, or may not appear to, be fully independent in arriving at their professional opinion, i.e. the Service Provider team/expert may want to maintain their good personal relationships or protect a staff member employed by the HFA/DQR key stakeholder/implementer. Examples of such cases could be:

- *A current or proposed Service Provider's spouse/ sibling/cousin is employed by a current or prospective Global Fund Program and/or HFA/DQR key stakeholder/implementer.*
- *A current or proposed Service Provider expert has worked for a key stakeholder/implementer for a significant period of time and despite not having been involved in Global Fund/HFA/DQR-related work, s/he has formed personal relationships/loyalties with staff at the key stakeholder/implementer (e.g. department/team related to the HFA/DQR implementation).*

07 Conflict of interest due to legal disputes

Has a Service Provider entity (or an affiliate), a member of a Service Provider team or an immediate family member of a Service Provider team member been involved in a legal dispute with the Global Fund or a key stakeholder/implementer, or in any other legal dispute (past or present) that could have an actual, potential or perceived effect on their Global Fund related duties?

- *Both current and concluded legal disputes should be disclosed, including, but not limited to, matters involving the Global Fund.*
- *Other examples of legal disputes that should be disclosed are claims for professional malpractice, and legal proceedings relating to fraud, theft, and other financial or professional illegality (e.g., money laundering)*

Please note that this is intended to only address legal disputes that could have an actual, potential or perceived effect on a Service Provider's ability to work with the best interests of the Global Fund in mind.

VI. Guiding Questions when Evaluating a Conflict of Interest

The key question when evaluating a potential Conflict of Interest is whether the objectivity and independence of the Service Provider, or a member thereof, in delivering services and reporting to the Global Fund could be undermined or perceived to be undermined.

The **below guiding questions should not be considered in isolation**. For instance, a Service Provider may propose to engage in work that bears no risk of a self-review. However, if the Service Provider is selected/hired/paid by a Global Fund Program and/or a HFA/DQR key stakeholder/implementer, there may be a risk of a conflict of interest due to the commercial relationship established with this entity.

Please note that the below guiding questions **relate to any work - past, present or future that may constitute a Conflict of Interest** (for purposes of simplification we have referred to these in the present tense only). **The guiding questions below are not exhaustive**.

01 Who is the client?

- **Who pays the fees** and how significant are they? Is a commercial relationship established between the Service Provider and a Global Fund Program and/or HFA/DQR key stakeholder/implementer?
- **Who selects the Service Provider and signs the contract?** Is a contractual relationship established between the Service Provider and a key stakeholder/implementer? If an implementer selects and/or contracts the Service Provider, this could compromise the Service Provider's objectivity, given their inherent interest to maintain and possibly extend/prolong the contractual relationship with the implementer.

02 Who is the work performed on?

- **Is the work performed on a Global Fund Program and/or HFA/DQR key stakeholder/implementer?** If so, is the key stakeholder/implementer also the client or is the Service Provider reporting to a third party? (Please also see point 1 above: Who is the client?)
- **What is the role of the entity**, which the Service Provider is performing work on in relation to the HFA/DQR implementation?

03 What is the nature and scope of the work?

- Does the nature and/or scope of the work **affect or relate to Global Fund/HFA/DQR related work**? How likely is it to create a risk of self-review for the Service Provider?
- Does the work include **anything the Service Provider team would also look at as part of its reporting to the Global Fund**, i.e. could the Service Provider ever be in a position where it would review the work it (or colleagues) had performed?
- **Which period does the service/work cover** (e.g. in case of a program evaluation, which is the period evaluated)?

Typical **examples of conflicting services** could be:

- Capacity building or technical assistance to a Global Fund Program and/or HFA/DQR key stakeholder/implementer;
- Involvement in design of/technical assistance to national health facilities/systems;
- Providing advice to a Global Fund Program and/or HFA/DQR key stakeholder/implementer in relation to the implementation of the HFA/DQR, etc.

04 Who is performing the work?

Is the work being performed by the Service Provider entity? The Service Provider team? An individual Service Provider expert? What is the risk of the Service Provider reviewing its own work?

- **Is the Service Provider team (or members thereof) involved**, or is a separate team undertaking the work? Are there “ethical walls” in place? Depending on the nature/scope of work, a risk of a conflict of interest may remain even if a separate team from within the same organization (i.e. not Service Provider team members but colleagues from a different department or a different country office) undertakes the work.
- Is the work **signed off by a different manager** or the same manager for Global Fund-related work?
- **Is the work performed by a Service Provider expert** (as opposed to the Service Provider organization)? For a Service Provider expert bidding for/performing work/consultancy with a Global Fund Program and/or HFA/DQR key stakeholder/implementer the following questions, among others, should be considered:
 - Where is the work performed? Is it performed outside any countries where this expert is providing Service Provider services?
 - Who is the Service Provider in the country? Is the expert’s Service Provider organization the Service Provider in the country?

- What is the nature of the work? Is it related to HFA/DQR/Service Provider work? This question is particularly relevant if the work is performed in a country where the expert performs Service Provider services or his/her Service Provider organization is the Service Provider for that country.

05 When is the work undertaken and for how long? Can a cooling-off period effectively mitigate the conflict of interest?

- **How long is the contract for the work? Is it a one-off assignment or a longer-term engagement?**
- **Was the work undertaken recently or several years ago? Is there a sufficient cooling-off period?**

Cooling-off periods are not always effective mitigating measures. There can be no set cooling-off period that could be applied to all conflict of interest cases. It is expected that Service Providers carefully evaluate whether a cooling-off period is an adequate mitigating measure.

When determining the adequacy of a cooling-off period to mitigate a conflict of interest, the following factors (among others) should be considered:

- What is the nature and scope of the work?
- When was the work undertaken? How long ago?
- What is the duration of the engagement/contract?
- Is any follow-up work required, when and for how long?
- Is it a one-off assignment or was a long-term relationship established with a Global Fund Program and/or HFA/DQR key stakeholder/implementer?
- What is the role of the Service Provider (e.g. Service Provider expert) now?

For instance, if a proposed Service Provider team member has worked for a Global Fund Program and/or HFA/DQR key stakeholder/implementer, the adequacy of a cooling-off period and its length will depend on the position held by the proposed team member in the implementer organization; the nature of his/her work and how related it was to Global Fund grants/HFA/DQR implementation, as well as the proposed position and role of the person in the Service Provider team, among other considerations.

VII. Existing Global Fund Sources of Information/Guidance on Conflict of Interest

-
- **Code of Conduct for Suppliers** contains general provisions applicable to Service Providers
 - **Service Provider Indefinite Quantity Contract (IQC)**
 - **Declaration of Absence of Conflict of Interest** which each Service Provider is requested to sign as part of the IQC with the Global Fund warranting that no CoI exists with regard to its services under the Contract and/or to identify and report to the Global Fund any actual, potential or perceived CoIs and appropriate mitigating measures throughout the duration of the contract.
 - **Pro forma Declaration of the Absence of Conflict of Interest**, which must be signed for each Service Provider expert before their approval (Annex C)
 - **Request for Proposals Conflict of Interest Definition and Declaration Form** which bidders must complete and submit as part of their proposals for providing Service Provider services (Annex D).

Annex A

Institutional Conflicts of Interest:

Information to be provided by HFA/DQR Assurance Service Providers

N.B. The term “work” refers to the **past, present or future work** that may be at conflict with HFA/DQR Assurance Service Provider (collectively referred to as “Service Provider”) work and for which the conflict of interest clearance request is submitted.

1. Who is the Service Provider?
2. Who is requesting the bid/work? What is their relationship to the Global Fund Program and/or to the implementation of the HFA/DQR?
3. Who is bidding for/performing the work? What is their relationship to the Service Provider?
4. What is the entity in respect of which the work is performed? What is their relationship to the Global Fund programs and/or to the implementation of the HFA/DQR in the country?
 - a) If the entity is a Global Fund grant implementer, briefly describe its role and significance in the context of the Global Fund grant implementation (*refer to section V.02 above*).
 - b) If the entity is an HFA/DQR key stakeholder/implementer, briefly describe its role and significance in the context of the HFA/DQR implementation (*refer to section V.02 above*).
5. Is the work performed in a country where the same Service Provider entity is the HFA/DQR Service Provider?
6. Is the Service Provider team, or members thereof, involved in the work?
7. Who selects the service provider/signs the contract for this work? Who pays the fee and how much?
8. If there is a commercial relationship between the Service Provider and a Global Fund Program and/or HFA/DQR key stakeholder/implementer:
 - a) How large is the Service Provider HFA/DQR-related budget for that given country?
 - b) How large are the Service Provider contract and the proposed contracted work in relation to the total annual revenue of the Service Provider?
9. Who does the Service Provider report to with respect to the work?

10. What does the work entail? What is the scope of work (please attach RFP and/or Terms of References as applicable)?
11. Does the work cause a risk of self-review for the Service Provider? Why/why not?
12. Does the work (e.g. program evaluation, review) cover Global Fund/HFA/DQR-related activities?
13. Does the work involve the Global Fund/HFA/DQR Management Unit (or equivalent) at a HFA/DQR key stakeholder/implementer?
14. Which period does the work cover? (E.g. what is the period under evaluation?)
15. When is the work undertaken? For how long? Please provide dates.
16. Does the Service Provider concerned think that there is a conflict? Why/why not?
17. If there appears to be a conflict, does the Service Provider think it can be mitigated? If so, please set out a mitigation plan for consideration by the Global Fund.

Annex B

Personal Conflicts of Interest: Information to be provided by HFA/DQR Assurance Service Providers

N.B. The term “work” refers to the **past, present or future work** that may be at conflict with HFA/DQR Assurance Service Provider (collectively referred to as “Service Provider”) work and for which the conflict of interest clearance request is submitted.

1. Who is the Service Provider?
2. Who is the person with a potential Conflict of Interest (e.g. a Service Provider expert)?
3. What is his/her relationship to the Service Provider (*e.g. team member/proposed team member, etc.*)?
4. What is the entity in respect of which the work is performed and what is that entity’s relationship to the Global Fund Program and/or to the HFA/DQR implementation in country?
5. Where is the work performed? Is the person a member (or proposed member) of the Service Provider team in that country?
6. Is the work performed in a country where his/her entity/organization is the Service Provider?
7. Who is the contract with? Who pays for the work? How much is the fee?
8. Who (what entity) is the person reporting to with respect to the work?
9. What does the work entail? What is the scope of work (please attach RFP and/or terms of references as applicable)?
10. What is the person’s function/role/position in the entity and in respect of the scope of work to be performed (e.g. decision-making position, part of a team (specify how many members), etc.)?
11. Does the work relate to Global Fund grants and/or to HFA/DQR implementation in the country? This question is particularly important if the work is performed in a country where an expert performs Service Provider services or the organization he/she works for is the Service Provider.
12. When is the work performed? For how long? Please provide dates.
13. If relevant, what period does the work/service cover?
14. If the work is **not** related to Global Fund-supported programs or an HFA/DQR, is it in close collaboration with the Global Fund Project and/or HFA/DQR Management Unit (or

equivalent) e.g. in close physical proximity, with extended interaction and/or close cooperation with the staff working on Global Fund/HFA/DQR-related work?

15. Does the work cause a risk of self-review for the person involved/the Service Provider? Why/why not?
16. Does the Service Provider concerned think that there is a conflict? Why/why not?
17. If there appears to be a conflict, does the Service Provider think it can be mitigated? If so, please set out a mitigation plan for consideration by the Global Fund.

Annex C

Pro forma Declaration of the Absence of Conflict of Interest

HFA/DQR Assurance Service Provider Conflict of Interest Declaration Relating to Expert Assignment

On behalf of the Contractor listed below, I hereby declare that:

1. The Contractor has read and understood the *Conflict of Interest Procedures for HFA/DQR Assurance Service Providers* and the Conflict of Interest rules set forth in the Indefinite Quantity Contract between the Contractor and the Global Fund to Fight AIDS, Tuberculosis and Malaria including the definition of “conflict of interest” contained therein, namely:

A situation in which the Contractor (including its personnel, agents, employees or consultants), or an Affiliate or a sub-contractor (if any) of the Contractor (including their personnel, agents, employees or consultants) has interests (which may be financial, organizational, personal, reputational or otherwise), or it is reasonable to foresee that such an interest would arise, that would or may appear to make it difficult for the Contractor to fulfil its obligations in providing services to the Global Fund in an objective, independent and professional manner.

2. For the arrangement described in **Box 1** below, the information checked in **Box 2** below is true and correct:

Box 1

Name(s) of Expert(s):	
Role(s) of Expert(s):	
Country/ Countries:	

Box 2 (please check one, as appropriate)

<input type="checkbox"/>	No Conflict of Interest exists on the part of the Contractor or any affiliate or sub-contractor of the Contractor for the arrangement described in Box 1.
<input type="checkbox"/>	A Conflict of Interest exists on the part of the Contractor, an affiliate, and/ or a sub-contractor of the Contractor for the arrangement described in Box 1 and The Contractor has declared and disclosed that Conflict of Interest to the Global Fund pursuant to the procedures set forth in the <i>Conflict of Interest Procedures for HFA/DQR Assurance Service Providers</i> available on the Global Fund’s website.

CONTRACTOR:

Signed: _____

Name: _____

Title: _____

Date: _____

Annex D

Request for Proposals Conflict of Interest Definition and Declaration Form

(The below to be attached to Request for Proposals document)

Conflict of interest definition and provisions:

All parties submitting a proposal in response to this Request for Proposal are obligated to disclose the existence of any perceived, potential or actual conflict of interest relating to every country included within their proposal in the attached *Conflict of Interest Declaration Form*.

Failure to fully disclose such information could lead the Global Fund to reject a proposal.

If a party has no conflict to declare for any of the countries covered in their proposal, they may submit one form, listing all of the countries covered.

“Conflict of interest” means a situation in which the Contractor (including its personnel, agents, employees or consultants), or an Affiliate or a sub-contractor (if any) of the Contractor (including their personnel, agents, employees or consultants) has interests (which may be financial, organizational, personal, reputational or otherwise), or it is reasonable to foresee that such an interest would arise, that would or may appear to make it difficult for the Contractor to fulfil its obligations in providing services to the Global Fund in an objective, independent and professional manner.

A conflict of interest may arise in the following circumstances, which are not exhaustive:

1. an offeror, affiliate or sub-contractor has been, or is involved in the design of a proposal or request for funding that has been, or will be submitted to the Global Fund;
2. an offeror, affiliate or sub-contractor has been, or is involved in the provision of advice to an entity that is a recipient of grant funds from the Global Fund (a “Principal Recipient”); an entity to which a Principal Recipient has granted funds (a “Sub-recipient”) and/or an HFA/DQR key stakeholder/implementer;
3. an offeror, affiliate or sub-contractor, is or, during the last three years, has been involved in the design of or provided advice with respect to such country’s national health facilities or systems;
4. an offeror has a financial stake or controlling interest in a key Global Fund grant/HFA/DQR stakeholder/implementer or a provider of goods/services to a recipient of Global Fund grant funds;
5. an offeror is or has been involved in a legal dispute with the Global Fund or its grant recipients or any other legal dispute that could have an actual or perceived effect on their Global Fund related duties;
6. an offeror, affiliate or sub-contractor has submitted an expression of interest, tender, bid or otherwise indicated interest in providing services of any nature to a Global Fund’s Principal Recipient/Sub-recipient or HFA/DQR key stakeholder/implementer that remains valid at the time of, and for the duration of the term of the relevant Work Order;

7. an offeror has a financial/professional relationship with a key Global Fund grant/HFA/DQR stakeholder/implementer or a provider of goods/services to a recipient of Global Fund grant funds;

“**Affiliate**” means a business concern, individual or other entity that, directly or indirectly: (i) controls or can control an Offeror; (ii) is controlled by, or can foreseeably be controlled by, an offeror; or (iii) along with an offeror, is controlled by, or can foreseeably be controlled by, the same third party.

ANNEX D *continued*

Conflict of Interest Declaration Form

Name of Portfolio:

Please check one box below, as appropriate:

Note: in the event that the offeror's proposal includes multiple countries, and the offeror has no disclosure to make for any of those countries (i.e., for all countries, the first box below would be checked), the offeror may submit one form with the first box checked, listing all such countries.

<input type="checkbox"/>	The offeror hereby declares that it has read and understood the conflict of interest rules set forth in the Request for Proposals and the <i>Conflict of Interest Procedures for HFA/DQR Assurance Service Providers</i> ¹ and warrants that no conflict of interest (actual, potential or perceived) exists on the part of the offeror or an affiliate of the offeror, with regard to the services to be performed under the Request for Proposals. The offeror hereby agrees to comply with the conflict of interest rules set forth in the Request for Proposals.
<input type="checkbox"/>	The offeror wishes to disclose an actual, potential or perceived conflict of interest situation(s) and propose mitigating action(s). <i>Note:</i> if this box is checked, please describe, <i>in detail</i> , the situation and present a proposed mitigation plan/arrangement for consideration by the Global Fund.

Requested information for the disclosure of an actual/potential/perceived conflict of interest:

1. The offeror has a responsibility to **fully disclose** all relevant details relating to perceived, potential and/or actual conflict of interest situations that may incur in case the offeror was awarded a contract to provide HFA/DQR Assurance Service Provider services for the Global Fund in the above-named country.
2. If conflicting work was performed in the past, please provide all relevant information pertaining to such work performed over the last five years (please also describe any significant work performed prior to that period if it was of an ongoing nature which could present a potential or actual conflict of interest in the present day).
3. For the purpose of disclosing any conflicts of interest, please answer the below questions and add any relevant information, as required, and attach this written analysis as an appendix to the signed and completed form.
4. As part of disclosing a conflict of interest situation, and based on the facts of the situation, the offeror must clearly provide its assessment of the conflict of interest situation.
5. Where a conflict of interest situation is identified, the offeror must propose **realistic** and **effective** mitigation measures. Please note that not all conflicts of interest can be mitigated. The Global Fund therefore requests the offeror to carefully evaluate the risk and/or the scope of the conflict of interest before proposing mitigating measures.

¹ The *Conflict of Interest Procedures for HFA/DQR Assurance Service Providers* can be found on the Global Fund LFA website <https://www.theglobalfund.org/en/lfa/guidelines-tools/>

Institutional conflicts of interest: Information to be provided by the offeror

N.B. The term "work" refers to the **past, present or future work** that may be at conflict with HFA/DQR Assurance Service Provider (collectively referred to as "Service Provider") work and for which the conflict of interest clearance request is submitted.

1. Who is requesting the bid/work? What is their relationship to the Global Fund and the programs it supports?
2. Who is bidding for/performing the work? What is their relationship to the offeror?
3. What is the entity in respect of which the work is performed? What is their relationship to the Global Fund and the programs it supports?
4. Is the proposed Service Provider team, or members thereof, involved in the work?
5. Who selects the provider/signs the contract for this work? Who pays the fee and what is the value of the contract?
6. Who does the offeror report to with respect to the work?
7. What does the work entail? What is the scope of work (attach Request for Proposals/terms of reference as applicable)?
8. Does the work cause a risk of self-review vis-à-vis the Service Provider work? Why/why not?
9. Does the work (e.g. evaluation, review) cover Global Fund-supported activities?
10. Is the Global Fund/HFA/DQR Program Management Unit (or equivalent) involved?
11. Which period does the work cover? (e.g. what is the period under evaluation?)
12. When is the work undertaken? For how long? Please provide dates.
13. Does the offeror think that there is a conflict? Why/why not?
14. If there appears to be a conflict of interest, does the offeror think it can be mitigated? If so, please set out a mitigation plan for consideration by the Global Fund.

Personal conflicts of interest: Information to be provided by offerors

N.B. The term “work” refers to the **past, present or future work** that may be at conflict with HFA/DQR Assurance Service Provider (collectively referred to as “Service Provider”) work and for which the conflict of interest clearance request is submitted.

1. Who is the person with a potential conflict of interest (e.g. a proposed Service Provider expert)?
2. What is his/her relationship to the offeror (e.g. *team member/proposed team member, etc.*)?
3. What is the entity in respect of which the work is performed and what is that entity’s relationship to the Global Fund-supported programs and/or to the HFA/DQR implementation?
4. Where is the work performed? Is the person a proposed member of the Service Provider team in that country?
5. Is the work performed in a country where the offeror intends to become the Service Provider?
6. Who is the contract with? Who pays for the work? How much is the fee?
7. Who (what entity) does the person report to with respect to the work?
8. What does the work entail? What is the scope of work (please attach Request for Proposal and/or terms of reference as applicable)?
9. Is the work related to Global Fund-supported programs and/or HFA/DQR implementation in the country?
10. If the work is an evaluation, etc., what period does the service cover?
11. When is the work performed? For how long? Please provide dates.
12. If the work is not related to Global Fund-supported programs and/or an HFA/DQR, is it in close collaboration with the Global Fund and/or HFA/DQR Project Management Unit (or equivalent) e.g. in close physical proximity, with extended interaction and/or close cooperation with the staff working on Global Fund and/or HFA/DQR-related work?
13. Does the work cause a risk of self-review vis-à-vis Service Provider work? Why/why not?
14. Does the offeror concerned think that there is a conflict? Why/why not?
15. If there appears to be a conflict of interest, does the offeror think it can be mitigated? If so, please set out a mitigation plan for consideration by the Global Fund.

Organization/Offeror name: _____

Name of representative: _____

Title of representative: _____

Date: _____

Representative Signature: _____