STANDARD TERMS AND CONDITIONS

1. Introduction

1.1 The association ("CCM") named in block 2 of the face sheet of this Agreement is the Country Coordinating Mechanism for the country (the “Host Country”) specified in block 1 of the face sheet of this Agreement. The CCM has responsibility for oversight of the grants specified in block 8A of the face sheet of this Agreement.

1.2 The CCM has applied to the Global Fund for funding to support certain administrative costs 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 (the “CCM Funding Recipient”) named in block 3 of the face sheet of this Agreement 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, a 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 block 7D of the face sheet of this Agreement to support the administrative activities of the CCM.

3. Budget and Permitted Use

3.1 Funds provided under this Agreement may only be used to finance the administrative activities of the CCM in accordance with the workplan and budget (the “Budget”) set out in Annex A of this Agreement. Changes to the Budget 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 administrative costs in accordance with the Budget 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.

3.2 Unless otherwise communicated in writing by the Global Fund, if the maximum amount of funds provided under this Agreement exceeds 300,000 United States Dollars for any 36 month period occurring between the CCM Funding Start Date
Under this Agreement, 13% of expenditure will be deducted by the CCM Funding Recipient to cover the costs of administrative support at the CCM Funding Recipient, in accordance with World Health Assembly resolution WHA34.17.

4. **Effective Date; CCM Funding Period**

4.1 This Agreement, prepared in two originals, shall become effective on the date of its signature by the CCM Funding Recipient and the Global Fund, acting through their duly Authorized Representatives identified in blocks 14 and 15 of the face sheet of this Agreement.

4.2 The Global Fund is making funding available to the CCM through the CCM Funding Recipient for 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.

5. **Representations and Covenants**

5.1 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 has retained 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 clause 7.2 and 7.3 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.

7. Disbursements and Reporting

7.1 The Global Fund will disburse funds under this Agreement on an annual basis in advance. The Global Fund will not disburse funds under this Agreement after the CCM Funding 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 The CCM Funding Recipient shall, not later than 3 months after the end of each 12 month period during the CCM Funding Period, provide to the Global Fund a financial report for such 12-month period. The financial report shall set out the income and expenditure relating to funds disbursed under this Agreement and a statement of the cash balance at the end of the 12-month period and the projected cash balance at the CCM Funding End Date. In addition, 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 date after the most recent reporting period and ending on the CCM Funding End Date. Each report provided to the Global Fund under this Section 7.2 shall explain any variance between Budget and actual expenditures.

8. Interest

Any interest earned on the cash balance of the contribution shall be used in accordance with WHO 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 six 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 World Health Assembly 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 WHO Financial Reports submitted to the World Health Assembly 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 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 Budget.

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’s administrative 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.

11. Conduct

11.1 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, 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 WHO Staff Regulations and Rules, the WHO Financial Regulations and Rules, and the WHO Manual.

11.2 No person affiliated with the CCM Funding Recipient (staff, individual contractors, counterpart government officials) 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 (staff, individual contractors, counterpart government officials) 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 (staff, individual contractors, counterpart government officials) shall not solicit gratuities, favors or gifts from contractors or potential contractors.

11.3 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 WHO Office of the Legal Counsel, which shall, as appropriate and in compliance with WHO policies, procedures and practices, inform the Global Fund of any such discovery.

11.4 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.

12. Use of Name and Logo

Neither Part 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 Funding Recipient or the Global Fund concludes that the CCM Funding Recipient is not able to perform the role of CCM Funding Recipient and to carry out its responsibilities under this Agreement or if, for whatever reason, the Global Fund and the CCM Funding Recipient wish to transfer some or all of the responsibilities of the CCM Funding Recipient to another entity that is able and willing to accept those responsibilities, then the Global Fund and the CCM Funding Recipient may agree that the other entity 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 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: (i) Authorized Representative noted in block 14 or 15 of the face sheet of this Agreement, as appropriate; or (ii) the Name/Address for Notices noted in block 11B or 12 of the face sheet of this Agreement, as appropriate. All 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 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.

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 100,000 United States dollars or less, there shall be one arbitrator.

17.3 For any dispute for which the amount at issue is greater than 100,000 United States dollars, 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 or such right or remedy.

18.4 This Agreement shall be binding on the successors or 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 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 (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws including but not

19.2 Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of WHO in conformity with 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.

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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