

STANDARD TERMS AND CONDITIONS**1. Introduction**

1.1 The Country Coordinating Mechanism (“CCM”) named in the face sheet of this Agreement is the Country Coordinating Mechanism for the country (the “Host Country”) specified in the face sheet of this Agreement. The CCM has responsibility for oversight of the “Grants under CCM Oversight” specified in the face sheet of this Agreement.

1.2 The CCM has applied to the Global Fund for funding to support certain administrative 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.

2. Parties and Purpose

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 (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. Budget and Permitted Use

3.1 The Funds (as defined below) may only be used to finance the activities of the CCM in accordance with the Budget and Performance Framework (together the “Workplan”) respectively set out in Annex A and B to this Agreement. Changes to the Workplan are subject to the prior written approval of the Global Fund. The CCM shall ensure that all Funds are prudently managed and shall take all necessary action to ensure that Funds are used solely to pay for activities in accordance with the Workplan and consistent with the terms of this Agreement. The CCM 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 If the maximum amount of Funds provided under this Agreement exceeds 300,000 USD for any 36 month period occurring between the “Start Date” and the “End Date” (each as specified in the face sheet), the CCM 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 300,000 USD 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, if the expected amount of funding expected from other sources for a given CCM Funding Period (as defined below) is in fact or is anticipated to be materially lower than the Co-Funding Minimum, the CCM shall promptly 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 *Guidelines for CCM Funding*, as amended and updated from time to time and published on the Global Fund’s website.

3.3 The CCM acknowledges and agrees that all funds committed or disbursed by the Global Fund under all the previous CCM funding agreement(s) with the CCM (including any interest earned on CCM funding disbursed by the Global Fund) (collectively, “Existing Funds”) shall be treated as follows:

(a) all such Existing Funds that have been spent or committed by or on behalf of the CCM prior to the Start Date shall be subject to, and accounted for, under the terms and conditions of the existing CCM Funding Agreement(s) pursuant to which such funds were disbursed or generated;

(b) all such Existing Funds that have not been spent or committed as of the Start Date shall be subject to, and accounted for, under the terms and conditions of this Agreement; and

(c) the Performance Framework for this Agreement relates to the “Agreement Amount” indicated in the face sheet of this Agreement, which includes the aggregate amount of funding described in section 3.3(b) above (collectively, the “Funds”).

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 if the CCM fails to comply with more than one indicator and/or non-compliance continues beyond each annual period.

4. Effective Date; CCM Funding Period

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

4.2 The Global Fund is making the Funds available to the CCM for a period (the “CCM Funding 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. Upon expiration of this Agreement, the CCM may submit a request for continued funding to the Global Fund, 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

The CCM represents and covenants to the Global Fund that (a) the CCM is a legal entity validly existing under the laws of the jurisdiction in which it was formed; (b) this Agreement has been, and any amendment to this Agreement will be, duly executed and delivered by the CCM and is enforceable against the CCM in accordance with its terms; (c) the CCM has all the necessary power, authority and legal capacity to enter into this Agreement and perform its obligations under this Agreement; (d) the CCM’s activities are, and will continue to be, operated in compliance with Host Country law and other applicable law; (e) there are no claims, investigations or proceedings in progress or pending or threatened against the CCM which, if determined adversely, would have a material adverse effect on the capacity of the CCM to implement this Agreement; and (f) no other funding is being provided to support CCM activities that duplicates the funding provided under this Agreement and the CCM will provide written notice to the Global Fund of any additional funding made available to the

CCM that duplicates the funding provided under this Agreement. In addition, the CCM acknowledges that it is generally aware that laws exist that prohibit the provision of resources and support to individuals and organizations associated with terrorism and that the European Union, the U.S. Government and the United Nations Security Council have published lists identifying individuals and organizations considered to be associated with terrorism.

6. Local Fund Agent

The Global Fund may retain the services of a Local Fund Agent (the “LFA”) to perform certain functions on behalf of the Global Fund. The CCM shall cooperate fully and actively with the LFA to permit the LFA to carry out its functions. To this end, the CCM shall, in particular, submit all required reports to the LFA, allow the LFA access to review the CCM’s books and records relating to the funding provided under this Agreement, permit the LFA to perform ad hoc site visits at the times decided by the LFA, permit the LFA to interview its personnel, and cooperate in any other way that the Global Fund may specify.

7. Disbursements and Reporting

7.1 The timing and amount of any disbursements of funds under this Agreement shall be determined by the Global Fund in its sole discretion. However, in general, 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 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.

7.2 The CCM shall, not later than 1 month after the dates set forth in the blocks labeled “End of Year 1” and “End Date” in the face sheet (each such date a “Financial 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 second year of the CCM Funding Period) and ending on the applicable Financial Report Due Date. 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 period and the projected cash balance at the End Date. Expenditure reporting must include costs broken down by financial cost category (salaries, administration, meetings, consultations, communications, translation, program oversight and others) 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, specify the form of the report. The CCM shall explain in the report any variance between Budget 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, for reports provided with respect to the second year of the CCM Funding Period) and ending on the applicable Financial Report Due Date describing results achieved against intended targets. The Global Fund may, by written notice to the CCM, specify the form of the report.

7.3 In addition to the reports mentioned in point 7.2, the Global Fund may, at its discretion, request the CCM to complete additional reports, including a CCM self-assessment questionnaire.

7.4 The CCM acknowledges and understands that the CCM is responsible for providing a report with respect to amounts pledged in order to satisfy the requirements of section 3.2 of this Agreement, showing evidence, in form and substance satisfactory to the Global Fund, that such amounts have been made available to the CCM.

7.5 The CCM's continued compliance throughout the CCM Funding Period with the Global Fund's Eligibility Requirements and Minimum Standards (if 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.

7.6 The CCM acknowledges and agrees that the Global Fund may use, reproduce and/or distribute to the public reports and data, in whole or in part, that have been submitted by the CCM to the Global Fund under this Agreement. The CCM also acknowledges and agrees that the Global Fund may use, reproduce, modify and/or adapt information and other data contained in such reports for any reason whatsoever.

8. Bank Account

8.1 The CCM shall ensure that: (a) Funds disbursed to the CCM remain, to the extent practicable, in a bank account which bears interest at a reasonable commercial rate available in the Host Country until they are expended for CCM administrative purposes; (b) Funds are deposited in a bank that is fully compliant with all applicable local and international banking standards and regulations, including capital adequacy requirements; and (c) at all times, Funds are held in cash and may be withdrawn at any time, in full, upon demand.

8.2 Any interest on Funds disbursed by the Global Fund to the CCM under this Agreement shall be accounted for and used solely in accordance with the Workplan or as otherwise agreed by the Global Fund.

9. Books and Records; Audits; Access

9.1 The CCM shall maintain accounting books, records, documents and other evidence relating to this Agreement, adequate to show all payments made, costs incurred and revenues earned by the CCM in relation to Funds disbursed under this Agreement, including but not limited to, contracts, invoices, asset registers, payslips, receipts and other similar records ("books and records"). The CCM shall maintain books and records in accordance with the generally accepted accounting standards in the Host Country. Books and records must be kept in the possession of the CCM for at least three years after the date of last disbursement under this Agreement, or for such longer period, if any, required to resolve any claims or audit enquiries, or if required to do so by the Global Fund.

9.2 The CCM shall, at the request of the Global Fund, have a financial audit of revenues and expenditures relating to Funds disbursed under this Agreement conducted by an independent auditor. The period under audit, the selection of auditor and the terms of reference of the audit shall be subject to the approval of the Global Fund. The report shall be provided to the Global Fund not later than three months after the period under audit. The cost of such audit shall, at the Global Fund's discretion, be paid either from Funds made available under this Agreement or other resources available to the Global Fund for this purpose.

9.3 The Global Fund reserves the right, on its own or through an agent (utilizing Funds made available under this Agreement or other resources available for this purpose) to conduct a financial review, forensic audit or evaluation, or to take any other actions that it

deems necessary to ensure the accountable use of Funds disbursed under this Agreement and to monitor compliance by the CCM with the terms of this Agreement. The CCM shall cooperate with the Global Fund and its agents in the conduct of such review, audit, evaluation or other action.

9.4 The CCM shall permit or ensure authorized representatives of the Global Fund, its agents or any other third party authorized by the Global Fund, access at all times to: (a) books and records or any other documentation related to the funding made available under this Agreement; (b) the premises of the CCM where the books and records are kept; (iii) other sites where CCM-related documentation is kept; and (iv) all personnel of the CCM.

9.5 The CCM shall notify the Global Fund promptly in writing of any audit or forensic investigation pertaining to operations of the CCM.

10. Goods and Services; Assets

10.1 The CCM 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 shall ensure that such policies and practices are followed at all times. The CCM shall maintain appropriate records documenting in detail the receipt and use of goods and services acquired under the Agreement by the CCM and lists of all fixed assets, the nature and extent of solicitations of prospective suppliers of goods and services acquired by the CCM, and the basis of award of CCM contracts and orders.

10.2 Title to goods or other property financed by the Global Fund under this Agreement shall be held by the CCM, unless the Global Fund directs, at any time in its sole discretion, that title be transferred to the Global Fund or another entity nominated by the Global Fund. The CCM shall ensure that all goods and services and activities financed with funds made available under this Agreement are used solely for the activities of the CCM consistent with the Workplan.

10.3 The CCM shall maintain, where available at a reasonable cost, appropriate levels of insurance to cover its activities under this Agreement, including assets financed under this Agreement. The CCM shall be solely liable for the loss or theft of, or damage to any and all items purchased with funds made available under this Agreement and the loss or theft of any cash in the possession of the CCM or any of its agents and shall have no recourse to the Global Fund for any such loss or theft.

10.4 The CCM is strongly encouraged to ensure that this Agreement and the purchase of any goods or service using Grant funds by the CCM shall be free from taxes and duties imposed under laws in effect in the Host Country. The CCM shall, not later than 90 days after the CCM Funding Start Date, inform the Global Fund of the status of the exemption from taxes and duties that may be accorded to assistance under this Agreement.

10.5 If a tax or duty has been levied and paid by the CCM despite the exemption from such tax or duty, the Global Fund may, in its sole discretion, (i) require the CCM to refund to the Global Fund or to others as the Global Fund may direct the amount of such tax with funds other than those provided under this Agreement; or (ii) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Global Fund and the CCM.

10.6 In the event of a disagreement about the application of an exemption that has been granted by the government of the Host Country, the Global Fund, the CCM shall endeavor promptly to resolve such matters, guided by the principle that the CCM Funding is intended

to be free from taxation, so that all of the funds provided by the Global Fund under this Agreement shall contribute directly to the activities of the CCM in the Host Country and affect the treatment and prevention of disease in the Host Country.

11. Conduct

11.1 The CCM shall maintain and enforce standards of conduct to govern the performance of the CCM and persons affiliated with the CCM (for example, directors, officers, employees or agents) engaged in the award and administration of contracts, grants, or other benefits using funds made available under this Agreement to ensure that such persons do not engage in any practice set forth in Section 11.2 below.

11.2 The CCM shall not, and shall ensure that no person affiliated with the CCM:

(a) Participate(s) in the selection, award or administration of a contract, grant or other benefit or transaction funded under this Agreement, 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;

(b) Participate(s) in transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;

(c) Offer(s), give(s), solicit(s) or receive(s), directly or indirectly, gratuities, favors, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution;

(d) misrepresents or omits facts in order to influence the procurement process or the execution of a contract;

(e) engage(s) in a scheme or arrangement between two or more bidders, with or without the knowledge of the CCM, designed to establish bid prices at artificial, non-competitive levels; or

(f) participate(s) in any other practice that is or could be construed as an illegal or corrupt practice in the Host Country.

11.3 If the CCM has knowledge or becomes aware of (a) any actual, apparent or potential conflict between the financial interests of any person affiliated with the CCM, the LFA, or the Global Fund and that person's duties with respect to the implementation of the Program; or (b) any of the practices listed in Section 11.2 above, the CCM shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

11.4 The CCM shall ensure that the Global Fund's Code of Conduct for Suppliers, as amended from time to time, (the "Code of Conduct") shall be communicated to all bidders, suppliers, agents, intermediaries, consultants and contractors (the "Suppliers"). The CCM acknowledges and agrees that in the event of non-compliance with the Code of Conduct, to be determined by the Global Fund in its sole discretion, the Global Fund reserves the right not to fund the contract between the CCM and the Supplier or seek the refund any funds disbursed to the CCM under this Agreement in the event if the payment has already been made to the Supplier.

12. Use of Global Fund Name and Logo

The CCM shall not use the logo or any trademarks of the Global Fund unless the CCM has executed valid license agreements with the Global Fund for such use.

13. Novation or Transfer of CCM

If at any time, the CCM, the CCM or the Global Fund concludes that the CCM is not able to perform the role of CCM and to carry out its responsibilities under this Agreement or if, for whatever reason, the CCM, the Global Fund and the CCM wish to transfer some or all of the responsibilities of the CCM to another entity that is able and willing to accept those responsibilities, then the other entity (“New CCM”), may be substituted for the CCM in this Agreement. The substitution shall occur on such terms and conditions as the Global Fund and the New CCM agree, in consultation with the CCM. The CCM shall cooperate fully with the Global Fund and the CCM to facilitate the transfer.

14. Notices

Any notice, request, document, report, or other communication submitted by either the CCM or the Global Fund, unless this Agreement expressly provides otherwise, shall be sent to the other party’s: (i) Authorized Representative noted in the face sheet of this Agreement, as appropriate; or (ii) the Name/Address for Notices noted in the face sheet of this Agreement, as appropriate. All communications under this Agreement shall be in English.

15. Termination, Suspension, Expiry of CCM Funding Period

15.1 The Global Fund may terminate or suspend this Agreement or funding under this Agreement, in whole or in part, for any reason in the Global Fund’s sole discretion, upon giving the CCM written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

15.2 Upon full or partial termination of this Agreement for any reason or the expiry of the CCM Funding Period, the CCM shall, among other procedures which may be requested by the Global Fund:

- (a) immediately return to the Global Fund any funds disbursed to the CCM under this Agreement that have not been expended by the CCM as of the termination date specified in the termination notice or the expiry date of the CCM Funding Period (as applicable), if requested to do so by the Global Fund;
- (b) provide to the Global Fund a final financial report relating to the funding provided under this Agreement and an inventory of all assets and receivables financed with funds made available under this Agreement; and
- (c) at the direction of the Global Fund, transfer any assets financed with funds made available under this Agreement to the Global Fund or another entity nominated by the Global Fund.

15.3 Without prejudice to the availability or exercise of any other remedies under this Agreement, the Global Fund may require the CCM to immediately refund to the Global Fund any funds disbursed under this Agreement in the currency in which it was disbursed if (a) the Global Fund has disbursed an amount to the CCM in error, (b) this Agreement has been terminated or suspended, (c) there has been a breach by the CCM of any provision of this Agreement; or (d) the CCM has made a material misrepresentation with respect to any matter related to this Agreement.

16. Limitation of Liability; Indemnification

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 (or any member thereof), the CCM, any employees or any contractor 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 or the CCM shall be the sole responsibility of the CCM and the CCM.

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 or the CCM. The CCM shall not, 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.

16.3 The CCM shall defend, indemnify and hold harmless the Global Fund, its directors, officers and employees and any of the Global Fund's agents and contractors from and against (i) any and all losses of the Global Fund, its officers and employees, and (ii) any and all claims, liabilities suits, actions (including charges, disbursements and reasonable fees of counsel), proceedings, damages, expenses and obligations of any kind that may be incurred by the Global Fund or asserted against the Global Fund, its officers and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omission of the CCM and its agents, employees, assignees, transferees, delegates or successors, for which the CCM retains responsibility.

17. Applicable Law; Arbitration

17.1 This Agreement shall be governed by the UNIDROIT Principles (2004).

17.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. The Global Fund and the CCM 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. The appointment authority for such arbitrator shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be three. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English.

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.

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

18.5 All covenants, agreements, representations and warranties made by the CCM in this Agreement shall be considered to have been relied upon by the Global Fund and shall survive the execution and delivery of this Agreement, regardless of any investigation made by the Global Fund or on its behalf and notwithstanding that the Global Fund may have had notice or knowledge of any fact or incorrect representation or warranty at any time in the CCM Funding Period, and shall continue in full force and effect until the CCM Funding End Date. The provisions of Section 3 (Budget and Permitted Use), Section 5 (Representations and Covenants), Section 9 (Books and Records; Audit; Access), Section 10 (Goods and Services; Assets), Section 11 (Conduct), Section 15 (Termination, Suspension, Expiry of CCM Funding Period) and Section 16 (Limitation of Liability; Indemnity), Section 17 (Applicable Law; Arbitration) and Section 17 (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 (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288), or (iii) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

19.2 The CCM will use its best efforts, upon the request of the Global Fund, to secure recognition by the Host Country of the Global Fund as an institution to which the privileges and immunities normally granted to international organizations apply.

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 under this Agreement will 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.