

## STANDARD TERMS AND CONDITIONS

### 1. Introduction

1.1 The Country Coordinating Mechanism or the Regional Coordinating Mechanism (“**CCM**”) named in the face sheet of this Agreement is the CCM for the country (the “**Host Country**”) specified in the face sheet of this Agreement. The CCM has responsibility for submitting funding requests to the Global Fund; selecting Principal Recipients for grants (except for grants operating under the Additional Safeguards Policy<sup>1</sup>); overseeing grant making processes, grant implementation and grant closure process; engaging with national stakeholders for robust national response coordination and results; and ensuring the effective functioning of the CCM.

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

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

### 2. Parties and Purpose

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

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

### 3. Costed Workplan and Permitted Use

3.1 The Funds (as defined below) may only be used to finance activities of the CCM in accordance with the Costed Workplan and the Performance Framework respectively set out in the relevant annex of this Agreement. Changes to the Costed Workplan and Performance Framework are subject to prior written approval of the Global Fund, based on the Costed Workplan and Performance Framework submitted in a timely manner by the CCM Funding Recipient. The CCM Funding Recipient shall work with the CCM to develop and submit annual Costed Workplan(s) to the Global Fund. The CCM Funding Recipient 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 Costed Workplan and consistent with the terms of this Agreement. The CCM Funding Recipient shall use its reasonable efforts to ensure that such Funds are not used to support or promote violence, to aid terrorists or terrorist-related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.

3.2 If the maximum amount of Funds provided under this Agreement exceeds USD300,000 for any 36 month period occurring between the “Start Date” and the “End Date”<sup>2</sup> specified in the

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

<sup>2</sup> Such period between the Start Date and the End Date, the “CCM Funding Period”

face sheet (the “**CCM Funding Period**”), the CCM Funding Recipient acknowledges and understands that the Global Fund has entered into this Agreement in reliance on the representation by the CCM in its funding request that no less than 20% of any funding in excess of USD300,000 will be provided to the CCM by sources other than the Global Fund to fund CCM activities during this period (the “**Co-Funding Minimum**”). Accordingly, if the CCM Funding Recipient becomes aware that the expected amount of funding from other sources for a given CCM Funding Period is in fact or is anticipated to be materially lower than the Co-Funding Minimum, the CCM Funding Recipient shall promptly notify, or cause the CCM to notify, the Global Fund. Other sources of financing encompass all domestic and foreign development assistance resources (including contributions from governments, loans from external sources or private creditors, debt relief proceeds, and private contributions such as from non-governmental organizations, faith-based organizations, other domestic partners, and user fees). For purposes of fulfilling the requirements of this section 3.2, funding from other sources will not be deemed acceptable to satisfy the Co-Funding Minimum unless such funding is used to cover eligible costs as described in the CCM Funding OPN<sup>3</sup>, as amended and updated from time to time and published on the Global Fund’s website.

3.3 The CCM Funding Recipient acknowledges and agrees that all funds committed or disbursed by the Global Fund under all previous CCM funding agreement(s) with the CCM Funding Recipient indicated in the face sheet of this Agreement (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 CCM Funding 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 CCM Funding Start Date shall be subject to, and accounted for, under the terms and conditions of this Agreement; and
- (c) the Performance Framework and Maximum Budget amounts (indicated in the face sheet of this Agreement) for this Agreement relate to the aggregate amount of funding described in section 3.3(b) above and to the Total Additional CCM Funding committed under this Agreement (indicated in the face sheet of this Agreement) (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 the CCM fails to comply with more than one indicator and/or non-compliance continues beyond each annual period. Such reduction shall be, in all cases, subject to the settlement of all outstanding commitments as of the time such reduction is communicated to the CCM Funding Recipient. Notwithstanding the foregoing, upon request from the Global Fund, the Global Fund and the CCM Funding Recipient shall consult on staff-related commitments, including CCM Secretariat staff contracts.

3.5 In accordance with the decisions and directives of the Executive Board of the United Nations Development Programme (“**UNDP**”) reflected in its Policy on Cost Recovery from Other Resources, the Funds shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (“**GMS**”)

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<sup>3</sup> [The CCM Funding Policy can be found in Global Fund Operational Policy Manual](#)

services. To cover these GMS costs, a fee equal to 7% of the funding provided hereunder shall be retained by the CCM Funding Recipient. Furthermore, as long as they are unequivocally linked to the CCM administrative activities approved for funding hereunder, all direct costs of implementation will be identified in the project budget against a relevant budget line and paid for accordingly from funds made available hereunder.

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

4.1 This Agreement 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 the face sheet of this Agreement.

4.2 Unless otherwise agreed between the Global Fund and the CCM Funding Recipient, the Agreement is signed with Costed Workplan and Performance Framework corresponding to the first 12 months of the CCM Funding Period. The CCM Funding Recipient will work with the CCM to develop the annual Costed Workplan(s) in a timely manner. Submission by the CCM Funding Recipient and approval of the Costed Workplan and Performance Framework for any subsequent year is done on a yearly basis.

4.3 The Global Fund is making the Funds available to the CCM through the CCM Funding Recipient for the CCM Funding Period. 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. .

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

#### **5. Representations and Covenants**

The CCM Funding Recipient shall receive and administer the funds in accordance with its regulations, rules, policies and procedures, and decisions of its Governing Bodies. “**Governing Bodies**” means the United Nations General Assembly, Executive Board and Internal oversight bodies (such as the Chief Executive Board (“CEB”), High Level Committee on Management (“HLCM”) and the UNDP Executive Group) and such other organs of the United Nations that possess the authority to pass decisions of general applicability under the Charter of the United Nations or the legal framework of UNDP.

#### **6. Local Fund Agent**

6.1 The Global Fund may retain the services of a Local Fund Agent (the “**LFA**”) to assist the Global Fund in overseeing the implementation of this Agreement. The CCM Funding Recipient 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 all relevant financial information drawn from relevant accounts and records.

6.2 The LFA may collect or seek to collect data, and it is possible that such data may contain Personal Data. Prior to collection, and at all times thereafter, each of the CCM and the CCM Funding Recipient shall take all necessary actions to ensure that the transfer of such information to the LFA does not violate any law or regulation applicable to the CCM or the CCM Funding

Recipient ,as the case may be.

## 7. Disbursements and Reporting

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

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

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

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

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

7.5 The CCM Funding Recipient shall, not later than thirty (30) days after the end of each 12 month period during the CCM Funding Period, beginning with the 12 month period following the Start Date (or such later or earlier date as may be agreed between the Global Fund and the CCM Funding Recipient on a case-by-case basis) (each such date, a “**Report Due Date**”), provide to the Global Fund a progress update containing the following information:

- (a) a financial report for the period beginning on the Start Date (or the day after the end of the most recent reporting period, for reports provided with respect to subsequent year of the CCM Funding Period) and ending on the applicable Report Due Date. The financial report shall set out the income and expenditure 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 CCM Funding End Date. Expenditure reporting must include costs broken down by financial cost category in accordance with the Global Fund Guidelines for Grant Budgeting (as well as by CCM functional area. Information must also be

provided on CCM funding use by representatives of nongovernmental constituencies on the CCM. The Global Fund and the CCM Funding Recipient shall agree on the form of the report. The CCM Funding Recipient shall explain in the report any variance between the approved Costed Workplan and actual expenditures;

- (b) a performance report for the period beginning on the Start Date (or the day after the end of the most recent reporting period and ending on the applicable Report Due Date describing results achieved against intended targets. The Global Fund will provide the form of the report; and
- (c) if applicable, a report with respect to amounts pledged in order to satisfy the requirements of section 3.2 of this Agreement, including information on whether such amounts have been made available to the CCM.

7.6 In addition to the reports mentioned in section 7.5 of this Agreement, the Global Fund may reasonably request the CCM Funding Recipient to complete additional reports and submit additional information subject to the UN Single Audit Principle, or request the CCM Funding Recipient to arrange for the CCM Chair and/or Vice-Chair to complete additional reports, including a CCM assessment and staff evaluation for the staff employed by any entity other than the CCM Funding Recipient. For the avoidance of doubt, the Global Fund may reasonably request the CCM to complete additional reports and submit additional information that do not relate to the CCM Funding Recipient.

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

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

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

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

## **8. Bank Accounts**

8.1 The CCM Funding Recipient shall ensure that the Funds are administered in accordance with UNDP Financial Regulations and Rules.

8.2 Any interest on the Funds shall be accounted for and used solely in accordance with the



Costed Workplan or as otherwise agreed by the Global Fund.

## **9. Books and Records; Audits; Access**

9.1 The CCM Funding Recipient shall maintain books and records adequate to show, without limitation, all costs incurred by the CCM Funding Recipient under this Agreement. Books and records must be maintained in United States dollars and in accordance with regulations, rules, policies and procedures of the CCM Funding Recipient, consistent with the International Public Accounting Standards. They must be kept in the possession of the CCM Funding Recipient in accordance with its policies and procedures (which as of the Effective Date provide for retention of books and records for seven years after the document date), or for such longer period, if any, as may be requested by the Global Fund in writing to the Headquarters of the CCM Funding Recipient in order to resolve any claims.

9.2 The CCM Funding Recipient shall have financial audits conducted of program expenditures in accordance with its internal and external auditing practices. The CCM Funding Recipient agrees to provide to the Global Fund a copy of its externally audited financial statements covering each year in which Funds are expended, together with the opinion of its external auditors on such statements, not later than thirty (30) days after such audited financial statements and opinion are published. d. In addition, not later than June 30 of each year, the CCM Funding Recipient shall submit to the Global Fund a statement, certified by the Comptroller of the CCM Funding Recipient, of income and expenditure made under this Agreement during the preceding year.

9.3 The Global Fund may collect or seek to collect data, and it is possible that such data may contain Personal Data (as defined below). Prior to collection, and at all times thereafter, the CCM and the CCM Funding Recipient shall take all necessary actions to ensure that the transfer of such information to the Global Fund does not violate any law or regulation applicable to the relevant party.

## **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. 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 Costed Workplan.

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

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

10.5 The CCM Funding Recipient shall assert all exemptions from taxes and duties to which it

believes it, the Global Fund or this Agreement is entitled.

## **11 Conduct**

11.1 The CCM Funding Recipient shall ensure that CCM Secretariat Staff that are engaged by the CCM Funding Recipient comply with the Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission. Additionally, the CCM Funding Recipient shall use its best efforts to ensure that any CCM Secretariat Staff or CCM Members that are not engaged by the CCM Funding Recipient comply with the Code of Ethical Conduct for the Country Coordinating Mechanism (as may be amended from time to time).

11.2 Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the CCM Funding Recipient shall maintain standards of conduct that govern the performance of its staff and contractors, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in, *inter alia*, the “Staff Regulations and Rules of the United Nations”, the relevant financial regulations and rules applicable to the CCM Funding Recipient, the CCM Funding Recipient’s anti-fraud policy, and the CCM Funding Recipient’s procurement policies and procedures.

11.3 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.

11.4 If the CCM Funding Recipient has knowledge or becomes aware of any actual, apparent or potential conflict 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 directly to the Global Fund.

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

11.6 The CCM Funding Recipient acknowledges that the reception and management of funding on behalf of the CCM respects the Personal Data Protection and Privacy Principles adopted by the UN High-Level Committee on Management at its 36th Meeting on 11 October 2018.

11.7 Each of the CCM and the CCM Funding Recipient acknowledge that the implementation of the Costed Workplan is expected to respect the following principles and rights (“**Data Protection Principles**”):

- (a) Information that could be used to identify a natural person (“**Personal Data**”) will be: (i) processed lawfully, fairly and transparently; (ii) collected for specified, explicit and legitimate purposes and not further processed in a manner not compatible with those purposes; (iii) adequate, relevant and limited to what is necessary for the purposes for

which they are processed; (iv) accurate and, where necessary, kept up to date; (v) kept in a form which permits identification of the individuals for no longer than is necessary for the purposes for which the Personal Data is processed; and (vi) processed in a manner that ensures appropriate security of the Personal Data; and

- (b) Natural persons are afforded, where relevant, the right to information about Personal Data that is processed; the right to access and rectify or erase Personal Data; the right to data portability; the right to confidentiality of electronic communications; and the right to object to processing.

11.8 Where collection and processing of Personal Data is required in order to implement the Costed Workplan by each of the CCM and the CCM Funding Recipient, it should respect the Data Protection Principles:

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

## **12 Use of Name and Logo**

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

## **13 Novation or Transfer of the Responsibilities of the CCM Funding Recipient**

If at any time, either the CCM, the CCM Funding Recipient or the Global Fund concludes that the CCM Funding Recipient is not able to perform the role of CCM Funding Recipient and/or to carry out its responsibilities under this Agreement or if, for whatever reason, the CCM, 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 (the “**New CCM Funding Recipient**”) 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 CCM Funding Recipient agree, in consultation with the CCM. The CCM Funding Recipient hereby agrees 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 each other Party’s: (a) Authorized Representative noted in the face sheet of this Agreement, as appropriate; or (b) the Name/Address for Notices noted in the face sheet of this Agreement, as appropriate. In the case of communications to the Global Fund through the LFA, the CCM Funding Recipient shall submit such communications to the person identified in the face sheet of this Agreement. All official communications under this Agreement will be in English, unless the Global Fund and the CCM Funding Recipient agree otherwise in writing.

## **15 Termination, Suspension, Expiry of CCM Funding Period**

15.1 After consultations have taken place between the Global Fund and the CCM Funding Recipient, and provided that the payments already received, together with other funds available to the program/project, are 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 by the CCM Funding Recipient. The Agreement shall cease to be in force thirty (30) 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 seven (7) days written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

15.2 No Funds may be expended after the end of the CCM Funding Period or termination of this Agreement, except that notwithstanding termination of all or part of this Agreement, the CCM Funding Recipient may use funds that have already been disbursed to it to satisfy commitments and expenditures already incurred in the implementation of the Agreement before the date of termination. After the CCM Funding Recipient has satisfied such commitments and liabilities, the CCM Funding Recipient will return all remaining funds disbursed hereunder to the Global Fund or dispose of such funds as directed by the Global Fund.

## **16 Limitation of Liability**

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

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 Arbitration; Applicable Law**

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

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

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

17.4 This Agreement shall be governed by the principles of international commercial law, as codified in the UNIDROIT Principles of International Commercial Contracts (2010).

## **18 Miscellaneous**

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

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

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

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

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

## **19 Privileges and Immunities**

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

19.2 Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

## **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 will be disbursed from the Trust Fund or from the Global Fund's commercial bank account(s). 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.