

Ref: MG/DE/SLV-CFUND-2008/Implementation Letter 1

20 April 2021

Lic. Isabel Payes  
CCM Chair  
El Salvador

Ms. Anita Araceli Zetina  
General Secretary  
Secretaria de la Integración Social de Centroamérica, SISCA  
El Salvador

**Subject: CCM Funding Agreement: SLV-CFUND-2008  
CCM: El Salvador  
Implementation Letter Number: 1  
Changes to the Face Sheet of the CCM Funding Agreement**

Dear Ms. Zetina,

Reference is made to the CCM Funding Agreement SLV-CFUND-2008 between the Global Fund to Fight AIDS, Tuberculosis and Malaria, the CCM El Salvador and Secretaria de la Integración Social de Centroamérica, SISCA (the "CCM Funding Recipient") (as amended from time to time, the "Funding Agreement"). Unless defined in this Implementation Letter or the context otherwise requires, all capitalized terms used in this Implementation Letter shall have the same meaning as set out in the Funding Agreement.

We are writing this Implementation Letter to modify the Face Sheet of the Funding Agreement. Additionally:

1. The Global Fund has approved (a) USD 60,000 in additional funds to support the implementation of the CCM Evolution ("CCM Evolution Activities"); and (b) USD 30,000 in additional funds to support the CCM engagement in the Global Fund's COVID-19 Response Mechanism ("C19RM") funding request development process and implementation oversight ("CCM C19RM Activities). The new Funding Agreement Amount is USD 450,000. The Costed Workplan have also therefore been updated. If the new CCM Evolution Activities in the updated Costed Workplan are no longer needed or cannot be implemented before 30 June 2023; and/or the new CCM C19RM Activities in the updated Costed Workplan are no longer needed or cannot be implemented as soon as possible, but before the end of the current CCM Funding Agreement or 31 December 2022; the relevant cash balance of the relevant activities will be deducted from the following disbursement decision under the Funding Agreement or requested to be refunded to the Global Fund bank account".
2. Additionally, the Standard Terms and Conditions of the Funding Agreement have been revised to reflect updated data protection requirements.

Pursuant to Section 18.1 of the Standard Terms and Conditions of the Funding Agreement, in order to reflect the above, we are making the following changes to the Funding Agreement:

- A. The Face Sheet in the Funding Agreement is hereby deleted and replaced with the revised Face Sheet annexed to this Implementation Letter;
- B. The Costed Workplan of the Funding Agreement is hereby deleted and replaced with the revised Costed Workplan annexed to this Implementation Letter;

- C. The Performance Framework of the Funding Agreement is hereby deleted and replaced with the revised Performance Framework annexed to this Implementation Letter; and
- D. The Standard Terms and Conditions of the Funding Agreement are hereby deleted and replaced with the revised Standard Terms and Conditions annexed to this Implementation Letter.

Other than as modified by this Implementation Letter, all provisions of the Funding Agreement remain the same.

Please confirm your agreement to the amendments herein by signing this letter and returning a copy to the Global Fund by electronic messaging system.

Thank you for your important efforts [toward health system strengthening and in the global fight against HIV and AIDS, tuberculosis, and malaria. We look forward to the successful continuation of the work of the CCM El Salvador.

Yours sincerely

*David Ennis*

David Ennis  
CCM Hub Manager  
Grant Management Division  
The Global Fund to Fight AIDS, Tuberculosis and Malaria

Agreed and signed:

For: **Secretaria de la Integracion Social de Centroamerica, SISCA**

By: \_\_\_\_\_  
Authorized Representative:  
Ms. Anita Araceli Zetina, General Secretary

Date: \_\_\_\_\_

Acknowledged by: **CCM El Salvador**

By: \_\_\_\_\_  
Authorized representative:  
Lic. Isabel Payes, CCM Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

encl.: Revised Face Sheet of the Funding Agreement  
Updated Costed Workplan  
Updated Performance Framework  
Revised Standard Terms and Conditions of the Funding Agreement

cc: Marta Alicia de Magaña, CCM Secretariat  
All CCM  
Grupo Jacobs, Local Fund Agent

**CCM Funding Agreement**

V 1.0.0.2

<b>CCM/RCM:</b>	<b>CCM El Salvador</b>	<b>Agreement Number:</b>	SLV-CFUND-2008	<b>Currency:</b>	USD
<b>Start Date:</b>	01-Jan-20	<b>End Date:</b>	31-Dec-22	<b>Agreement Amount:</b>	450,000
<b>CCM is the recipient of the funds:</b>		No	<b>Recipient is UN agency:</b>		No
<b>Max Year 1:</b>	120,000	<b>Max Year 2*:</b>	210,000	<b>Max Year 3:</b>	120,000
<b>Co-funding Amount Expected:</b>		30,000			
<b>Modification Number:</b>	1	<b>Modification Date:</b>	05-Mar-21		

\* Cash balance from previous agreement will be deducted from this amount.

Country Coordinating Mechanism		Notices to the CCM	
<b>Name:</b>	Mecanismo Coordinador de País El Salvador	<b>Name:</b>	Marta Alicia de Magaña
		<b>Title:</b>	Directora Ejecutiva
<b>Address:</b>	Final Bulevar Cancilleria Distrito El Espino, Ciudad Merliot Antiguo Cuscatlan La Libertad El Salvador, Centroamerica	<b>Address:</b>	Secretaría Técnica MCP-ES Mecanismo Coordinador de País El Salvador Final Bulevar Cancilleria Distrito El Espino, Ciudad Merliot Antiguo Cuscatlan La Libertad El Salvador, Centroamerica
<b>Tel:</b>	+503 2248 8857	<b>Tel:</b>	+503 2248 8857
<b>Website:</b>	<a href="https://mcpelsalvador.org.sv/">https://mcpelsalvador.org.sv/</a>	<b>Email:</b>	<a href="mailto:malvarado@sisca.int">malvarado@sisca.int</a>

Funding Recipient (if not CCM)		Notices to the Funding Recipient (if not CCM)	
<b>Name:</b>	Secretaria de la Integracion Social Centroamericana	<b>Name:</b>	Roxanna Rivera de Romero
		<b>Title:</b>	Directora de Administracion, Finanzas y Recursos Humanos
<b>Address:</b>	Final Bulevar Cancilleria Distrito El Espino, Ciudad Merliot Antiguo Cuscatlan La Libertad El Salvador, Centroamerica	<b>Address:</b>	Final Bulevar Cancilleria Distrito El Espino, Ciudad Merliot Antiguo Cuscatlan La Libertad El Salvador, Centroamerica
<b>Tel:</b>	+503 2248 8857	<b>Tel:</b>	+503 2248 8857
<b>Email:</b>	<a href="https://www.sisca.int/">https://www.sisca.int/</a>	<b>Email:</b>	<a href="mailto:romero@sisca.int">romero@sisca.int</a>

Name and Address for Notices to the Global Fund		This agreement consists of this facesheet and:	
<b>Name:</b>	David Ennis		-- Standard Terms and Conditions
<b>Title:</b>	CCM Hub Manager		-- Costed Work plan
<b>Address:</b>	The Global Fund to Fight AIDS, Tuberculosis and Malaria Global Health Campus Chemin du Pommier 40 1218 Grand-Saconnex, Switzerland		-- Performance Framework
<b>Tel:</b>	00 41 58 791 1700		
<b>Fax:</b>	00 41 44 580 6820		

## COSTED WORK PLAN

### GENERAL INFORMATION

#### CCM Funding Agreement

CCM / RCM Name	CCM El Salvador
CCM Agreement No	SLV-CFUND-2008
Agreement start date (day-month-year)	1-Jan-20
Agreement end date (day-month-year)	31-Dec-22
Currency	USD

Annual information	
Agreement Year	Year 2
Annual amount	120,000
Year start date (day-month-year)	1-Jan-21
Strategic Initiative CCM Evolution	Yes
C19RM engagement support	Yes

#### CCM Evolution Strategic Initiative

Start date (day-month-year)	1-Mar-21
End date (day-month-year)	30-Jun-23
Total Amount	60,000
Already spent	
To be budgeted	60,000
<b>Objectives</b>	
Oversight	Fortalecer al MCP en su función de monitoreo estratégico a través de mejorar la recopilación, síntesis y utilización de información a través de personal específico y con herramientas modernas, para que manejen información estratégica y tomen decisiones oportunas y basadas en evidencia.
Engagement	Mejorar la calidad de la representación, la participación significativa y el involucramiento de todos los sectores constituyentes en el diseño, el monitoreo estratégico y la gobernanza del MCP.
Positioning	Fortalecer el posicionamiento del MCP para aprovechar los espacios de las estructuras nacionales, siempre que sea posible, con miras a integrar el MCP y sus funciones dentro de las plataformas sanitarias existentes para contribuir a la coordinación de los programas e inversiones en salud.
Operations	Fortalecer a la Dirección Ejecutiva del MCP para facilitar y liderar las responsabilidades clave de gobernanza. Gestión de los recursos para conseguir resultados, mantener las funciones de gobernanza y garantizar el liderazgo y la conducta ética.

#### C19RM engagement support

Start date (day-month-year)	1-Apr-21
End date (day-month-year)	31-Dec-22
Total Amount	30,000
Already spent	
To be budgeted	30,000

### ANNUAL BUDGET & HR HEADCOUNTS

USD	
CCM Funding	128,011
The budget is higher than the annual amount. Amount reprogrammed:	8,011

USD	
CCM Evolution	60,000
C19RM engagement support	30,000
<b>Total Budget</b>	<b>218,011</b>

#### CCM Secretariat Structure

CCM Secretariat Staff Positions	Source of funds	Headcounts
1 Executive Secretary / CCM Coordinator	Global Fund CCM Funding	1.00
2 Admin Assistant	Global Fund CCM Funding	1.00
3 Oversight / Transition Officer	Global Fund CCM Evolution	1.00
4 Oversight / Transition Officer	Global Fund C19RM	1.00
5		
6		
<b>Total</b>		<b>4.00</b>
<b>Total positions supported by Global Fund CCM Funding</b>		<b>2.00</b>

**CCM Evolution:** The Global Fund is making available additional resources for a limited period of time to fund one position in the CCM Secretariat to support the oversight planning & implementation and facilitate data-driven decision-making.

**C19RM Engagement support:** The Global Fund is making available additional resources for a limited period of time to fund one position in the CCM Secretariat to coordinate the planning & development of C19RM Funding Request.

**Section 1. Fixed costs & HR**

No.	Source of funds	Area of Responsibility	Cost Grouping	Description	Budget
1	CCM Funding Agreement	Operations	Human resources	CCM Secretariat Staff - Gross salaries	60,681
2	CCM Funding Agreement	Operations	Indirect and Overhead costs	Office rent	1,000
3	CCM Funding Agreement	Operations	Indirect and Overhead costs	Other office-running costs (electricity, telephone, gas...)	22,000
4	CCM Funding Agreement	Operations	Indirect and Overhead costs	Other direct administration costs (including bank fees)	4,500
5	CCM Evolution	Oversight	Human resources	Oversight / Transition Officer - Gross salary	48,000
6	COVID19RM	Engagement	Human resources	Engagement and Coordination Officer - Gross salary	22,500
7					
8					
9					
10					
<b>CCM Funding</b>					<b>68,181</b>
<b>CCM Evolution</b>					<b>48,000</b>
<b>C19RM</b>					<b>22,500</b>
<b>Total</b>					<b>158,681</b>

Assumptions/Comments
salarios y prestaciones; incluye aguijón para cada una de las posiciones.
compra de insumos de oficina
costos de administración (incremento de costos por tercer funcionario, especialista en monitoreo para 2021)
Este costo es el total para ser utilizado máximo antes del 30 de junio 2023 o final de este acuerdo de financiamiento. Hay un Oversight/Transition Officer (2 years)

**Section 2. Activities**

No.	Source of funds	Area of responsibility	Cost Grouping	Activity	Budget	# Activities	Assumptions/Comments
1	CCM Funding Agreement	Operations	Travel related Costs	CCM General Assemblies	2,320	6	Asambleas plenarias con la participación de todos los sectores (4 presenciales y 2 virtuales) para dar seguimiento a la ejecución de los proyectos, continuar con el proceso de presentación de nuevas propuestas de país y el proceso de negociación con el PM, dar seguimiento a propuestas múltiples (VH y TB), se facilita la coordinación con otros mecanismos nacionales y regionales, re-actualización de los sectores del trabajo del MCP-ES, incluye gastos para conectividad.
2	CCM Funding Agreement	Oversight	Travel related Costs	Oversight Committee meetings	2,320	6	Reuniones del comité de monitoreo estratégico (4 presenciales y 2 virtuales) con todos los sectores representados en el MCP-ES y los RP's, donde se comparten y analizan los tableros de mando, se da seguimiento a las recomendaciones del comité de monitoreo y a las decisiones del MCP-ES, se comparten los informes de las visitas de campo y otros temas como por ejemplo la distribución de medicamentos a casas de TB, incluye gastos para conectividad.
3	CCM Funding Agreement	Oversight	Travel related Costs	Other Workshops, Meetings and Trainings	2,280	10	Reuniones del comité de monitoreo estratégico (4 presenciales y 2 virtuales) con todos los sectores representados en el MCP-ES y los RP's, donde se comparten y analizan los tableros de mando, se da seguimiento a las recomendaciones del comité de monitoreo y a las decisiones del MCP-ES, se comparten los informes de las visitas de campo y otros temas como por ejemplo la distribución de medicamentos a casas de TB, incluye gastos para conectividad.
4	CCM Funding Agreement	Oversight	Travel related Costs	Other Workshops, Meetings and Trainings	1,160	4	Reuniones del comité de monitoreo estratégico (4 presenciales y 2 virtuales) con todos los sectores representados en el MCP-ES y los RP's, donde se comparten y analizan los tableros de mando, se da seguimiento a las recomendaciones del comité de monitoreo y a las decisiones del MCP-ES, se comparten los informes de las visitas de campo y otros temas como por ejemplo la distribución de medicamentos a casas de TB, incluye gastos para conectividad.
5	CCM Funding Agreement	Engagement	Travel related Costs	Regular consultation meetings with CCM constituencies	3,750	12	Mobilización de miembros de sociedad civil para promover la participación en las actividades del MCP-ES. Es un cálculo histórico, se hace en base al número de reuniones programadas y miembros de sociedad civil a los que se les provee apoyo.

6	CCM Funding Agreement	Oversight	Travel related Costs	Site visits	3,000	8	Para dar seguimiento a los proyectos y validar la información presentada por los RP en los tableros de mando se realizarán 4 visitas de campo por semestre. (2 de VIH, 1 de Tb y 1 para proyectos Multipais). Se espera que la mayoría de los miembros del MCP-ES participen en al menos una de las visitas, se invita también a otras personas que no son miembros del MCP-ES, se da prioridad a la participación de personas de las poblaciones clave y afectadas.
7	CCM Funding Agreement	Engagement	Travel related Costs	Regular consultation meetings with CCM constituencies	6,000	3	Reuniones presenciales y virtuales, para la implementación de planes de trabajo de los miembros de sociedad civil. Incluye gastos para conectividad.
8	CCM Funding Agreement	Oversight	Travel related Costs	Other Workshops, Meetings and Trainings	4,000	1	Taller de dos días para fortalecer a los miembros en Monitoreo Estratégico. Los fondos solicitados incluyen, facilitación, costos de alimentación, local, materiales fungibles y transporte.
9	CCM Funding Agreement	Operations	Travel related Costs	Annual CCM retreat	5,000	1	Retro anual de miembros, evaluación del trabajo del 2021 y elaboración del Plan Operativo del 2022, el costo incluye, alojamiento, alimentación para dos días, transporte y artículos promocionales para la actividad a compartir con los miembros.
10	CCM Funding Agreement	Oversight	Travel related Costs	Other Workshops, Meetings and Trainings	4,000	12	Durante el año se elaborarán 4 boletines informativos de manera electrónica, para dar a conocer las actividades que desarrolla el mecanismo, se actualizarán mensualmente la página web y las redes sociales para compartir la información con el público en general y los sectores constituyentes se prevé también elaborar sistematización de diálogos desarrollados.
11	CCM Funding Agreement	Operations	Travel related Costs	Other Workshops, Meetings and Trainings	6,000	12	Reuniones del Comité de propuestas para la elaboración y negociación de las Solicitudes de fondos de VIH y TB, con la participación de miembros de sociedad civil y equipos técnicos de cada programa y de los RPs.
12	CCM Evolution	Oversight	External Professional Services	International Consultant (on-site support / remote accompaniment)	0	1	Este apoyo sera conjunto para transición y posicionamiento.
13	CCM Evolution	Engagement	Travel related Costs	Civil Society training pre and post- General Assemblies	0	1	
14	CCM Evolution	Engagement	Travel related Costs	Training on Community Based Monitoring (CBM) data tools and analysis.	0	1	
15	CCM Evolution	Positioning	External Professional Services	Local consultant to map national health governance bodies and platforms	10,000	1	Actualización del mapeo existente y desarrollo de opciones y un plan de posicionamiento
16	CCM Evolution	Operations	Travel related Costs	Other Workshops, Meetings and Trainings	0	1	
17	CCM Evolution	Operations	Travel related Costs	South-to-South CCM Secretariat mentoring	2,000	1	
18	CCM Evolution	Operations	Travel related Costs	Training on Ethical Leadership and Governance	0	1	
19	COVID19RM	Engagement	Travel related Costs	Consultation meetings with Civil Society	3,750	1	
20	COVID19RM	Engagement	Travel related Costs	Consultation meetings with National Response Coordination (including government and international partners)	3,750	1	
21							
22							
23							
24							
25							

26							
27							
28							
29							
30							

CCM Funding	39,830
CCM Evolution	12,000
C19RM	7,500
Total	69,330

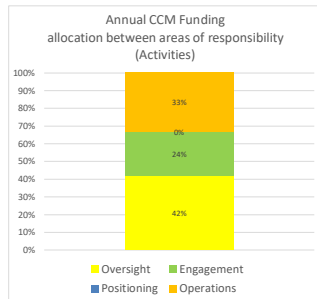
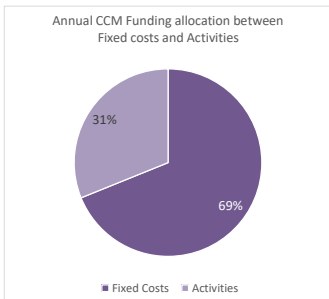
**Section 3. Sources of CCM financing other than the Global Fund**

No.	Source of funds	Area of Responsibility	Cost Grouping	Activity	Budget	Assumptions / Comments
1	ONUSIDA	Operations	External Professional Services	Onsite support	5,000	Asistencia Tecnica para comité de propuestas. Apoyar al comité de propuesta en la elaboracion de SF de VIH
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
<b>Total</b>					<b>5,000</b>	

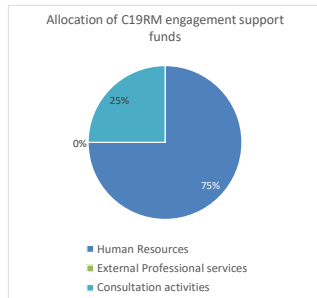
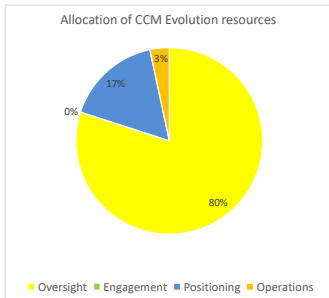
Global Fund policies: if CCM Funding annual resources > 100,000, then the CCM must prove receiving funds from other sources. The amount should be at least 20% of the amount encompassing 100,000

Please justify:

Section 4. Summary



	Tot	% annual CCM Funding Budget
Civil Society Engagement in CCM Funding	19,777	15%







CCM Funding - Performance Framework

CCM Name:	CCM EI Salvador
CCM Agreement No:	SLV-CFUND-2008
Starting Date:	1-Jan-21
Year of Agreement:	Year 2

Area of responsibility	Indicators
Oversight	Oversight Committee Meetings discussions include strategic information from oversight tools, dasboards, national disease/ program information and community-based monitoring information (where available).
	CCM Secretariat synthesizes and provides summary grant information to the Oversight Committee meetings.
	CCM adopts a risk management approach to oversight.
Engagement	PLWD or KAP representatives who are members of the Executive Committee have an active participation (i.e. they provide technical input and contribution to discussions).
	CCM representatives engages effectively with each constituencies pre and post CCM meetings and any adhoc requests by sharing updates and information about CCM discussions and coordinating inputs and decisions from their representatives to the CCM, provides feedback and shares CCM decisions and discussion points to their representatives to the CCM.
	All CCM Executive Committee members have received training in leadership topics or have completed the Executive Committee Module of the CCM Orientation Program or have taken the Global Fund's Webinar on Sustainability, RSSH, Transition and Co-financing.
Positioning	CCM Positioning plan updates are regularly discussed during CCM meetings
	CCM invites other coordinating bodies to CCM meetings / institutional platforms
	CCM sets common meetings with other coordinating bodies / platforms
Operations	All CCM members have participated in an Orientation session organized by the CCM Secretariat and Leadership.
	All CCM members have taken the Ethics mandatory e-learning module.
	CCM operations are governed by good practices; this includes agendas to CCM (or committee's) meetings are sent in advance, meeting minutes, as well as requests for endorsement, are circulated in a timely and transparent manner.

**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 (a) submitting funding requests to the Global Fund; (b) selecting Principal Recipients for grants (except for grants operating under the Additional Safeguards Policy<sup>1</sup>); (c) overseeing grant making processes, grant implementation and grant closure process; (d) engaging with national stakeholders for robust national response coordination and results; and (e) ensuring the effective functioning of the CCM.

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

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

**2. Parties and Purpose**

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

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

**3. Costed Workplan and Permitted Use**

3.1 The Funds (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 are subject to the prior written approval of 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 300,000 USD for any 36 month period occurring between the “Start Date” and the “End Date” (each

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

as specified in the face sheet), the CCM Funding Recipient and the CCM acknowledge and understand 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 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 Funding Recipient shall promptly notify, or cause the CCM to notify, the Global Fund. Other sources of financing encompass all domestic and foreign development assistance resources (including contributions from governments, loans from external sources or private creditors, debt relief proceeds, and private contributions such as from non-governmental organizations, faith-based organizations, other domestic partners, and user fees). For purposes of fulfilling the requirements of this section 3.2, funding from other sources will not be deemed acceptable to satisfy the Co-Funding Minimum unless such funding is used to cover eligible costs for CCM funding, as described in the CCM Funding OPN<sup>2</sup>, as amended and updated from time to time and published on the Global Fund’s website.

3.3 The CCM and the CCM Funding Recipient acknowledge and agree that all funds committed or disbursed by the Global Fund under all previous CCM funding agreement(s) with the CCM Funding Recipient with respect to the Host Country (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, or the CCM Funding Recipient, 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 the CCM fails to comply with more than one indicator and/or non-compliance continues beyond each annual period. Such reduction shall be, in all cases, subject to the settlement of all outstanding commitments as of the time such reduction is communicated to the CCM Funding Recipient. Notwithstanding the foregoing, upon request from the Global Fund, the Global Fund and the CCM Funding Recipient shall consult on staff-related commitments, including CCM Secretariat staff contracts.

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

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<sup>2</sup> [The Global Fund Operational Policy Manual](#)

4.1 This Agreement shall become effective on the date of its signature by both the CCM Funding Recipient and the Global Fund, acting through their duly Authorized Representatives identified in the face sheet of the 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 submission and approval of the Costed Workplan and Performance framework for any subsequent year will occur on a yearly basis.

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

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

## **5. Representations and Covenants**

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

6.1 The Global Fund may retain the services of a Local Fund Agent (the “LFA”) to perform certain functions on behalf of the Global Fund.

6.2 Each of the CCM and the CCM Funding Recipient shall cooperate fully and actively with the LFA to permit the LFA to carry out its functions. To this end, each of the CCM and the CCM Funding Recipient shall, in particular, submit all required reports to the LFA, allow the LFA access to review the CCM Funding Recipient'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.

6.3 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 applicable law or regulation.

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

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

(a) a financial report for the period beginning on the Start Date (or the day after the end of the most recent reporting period, for reports provided with respect to the subsequent year of the CCM Funding Period) and ending on the applicable Report Due Date. The financial report shall set out the income and expenditure relating to funds disbursed under this Agreement and a statement of the cash balance at the end of the period and the projected cash balance at the End Date. Expenditure reporting must include costs broken down by financial cost category in accordance with the Global Fund Guidelines for Grant Budgeting as well as by CCM functional area. Information must also be provided on CCM funding use by representatives of non-governmental constituencies on the CCM. The Global Fund may, by written notice to the CCM Funding Recipient, specify the form of the report. The CCM Funding Recipient shall explain in the report any variance between the approved Costed Workplan and actual expenditures; and

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

7.6 In addition to the reports mentioned in section 7.5 of this Agreement, the Global Fund may, at its discretion, request the CCM Funding Recipient or the CCM to complete additional reports and submit additional information, including a CCM assessment and staff evaluation.

7.7 The CCM Funding Recipient 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 members.

7.8 The CCM's continued compliance throughout the CCM Funding Period with the Global Fund's Eligibility Requirements<sup>3</sup> (as applicable) is a condition to the CCM receiving funding from the Global Fund. In the event that the Global Fund determines, in its sole discretion, that the CCM is not in compliance with these requirements and standards, the Global Fund may terminate or suspend this Agreement in accordance with section 15 of this Agreement.

7.9 Performance management by the CCM, as detailed in the [Country Coordinating Mechanism Policy](#) (the "CCM Policy"), of CCM Secretariat staff whose salaries are covered under the Costed Workplan, is a condition to the CCM Funding Recipient 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 CCM and the CCM Funding Recipient acknowledge and agree 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 and/or the CCM Funding Recipient to the Global Fund under this Agreement. The CCM and the CCM Funding Recipient also acknowledge and

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<sup>3</sup>[Country Coordinating Mechanism Policy](#) .



agree 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 Funding Recipient shall ensure that: (a) Funds disbursed to the CCM Funding Recipient 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 Funding Recipient under this Agreement 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 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 Funding Recipient 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 Funding Recipient 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 Funding Recipient for at least seven years after the date of last disbursement under this Agreement, or for such longer period, if any, required to resolve any claims or audit enquiries, or if required to do so by the Global Fund.

9.2 The CCM Funding Recipient 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 each of the CCM and the CCM Funding Recipient with the terms of this Agreement. Each of the CCM and the CCM Funding Recipient shall cooperate with the Global Fund and its agents in the conduct of such review, audit, evaluation or other action.

9.4 Each of the CCM and the CCM Funding Recipient 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 and the CCM Funding Recipient where the books and records are kept; (c) other sites where

CCM-related documentation is kept; and (d) all personnel of the CCM and the CCM Funding Recipient.

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

9.6 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, each of 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 applicable law or regulation.

## **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. The CCM Funding Recipient shall maintain appropriate records documenting in detail the receipt and use of goods and services acquired under the Agreement by the CCM Funding Recipient and lists of all fixed assets, the nature and extent of solicitations of prospective suppliers of goods and services acquired by the CCM Funding Recipient, and the basis of award of CCM Funding Recipient 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 Funding Recipient, 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 Funding Recipient 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 Costed Workplan.

10.3 The CCM Funding Recipient 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 Funding Recipient 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 Funding Recipient or any of its agents and shall have no recourse to the Global Fund for any such loss or theft.

10.4 The CCM Funding Recipient and the CCM are strongly encouraged to ensure that this Agreement and the purchase of any goods or service using Grant funds by the CCM Funding Recipient 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 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 Funding Recipient despite the exemption from such tax or duty, the Global Fund may, in its sole discretion, (a) require the CCM Funding Recipient 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 (b) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Global Fund and the CCM Funding Recipient.



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 Funding Recipient and 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 take all appropriate and necessary actions to ensure that it complies with the Code of Ethical Conduct for Country Coordinating Mechanism Members, as amended from time to time, of which all the provisions are hereby incorporated herein by reference in their entirety as if they were fully set forth herein.

11.2 Each of the CCM and the CCM Funding Recipient shall maintain and enforce standards of conduct to govern its performance and the performance of persons affiliated with it (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 11.3 below.

11.3 Each of the CCM and the CCM Funding Recipient shall not, and shall ensure that no person affiliated with it:

(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 and/or the CCM Funding Recipient, 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.

11.4 If the CCM or the CCM Funding Recipient has knowledge or becomes aware of (a) 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; or (b) any of the practices listed in Section 11.3 above, the CCM or the CCM Funding Recipient (as the case may be) shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

11.5 The CCM Funding Recipient and the CCM shall ensure that the Global Fund's Code of Conduct for Suppliers, as amended from time to time, (the "Code of Conduct for suppliers") shall be communicated to all bidders, suppliers, agents, intermediaries, consultants and contractors (the "Suppliers"). The CCM Funding Recipient and the CCM acknowledge and agree that in the event of non-compliance with the Code of Conduct for Suppliers, 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 Funding Recipient or the CCM and the Supplier or seek the refund any funds disbursed to the CCM Funding Recipient under this Agreement in the event the payment has already been made to the Supplier.

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

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

11.7 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, they should respect the Data Protection Principles:

(a) to the extent that doing so does not violate or conflict with applicable law and/or policy; and

(b) subject to each of the CCM and 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 Global Fund Name and Logo**

Neither the CCM nor the CCM Funding Recipient shall use the logo or any trademarks of the Global Fund unless it has executed valid license agreements with the Global Fund for such use.

## **13. Novation or Transfer of CCM Funding Recipient**

If at any time, 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 that is able and willing to accept those responsibilities, then the other entity (the "New CCM Funding Recipient"), may

be substituted for the CCM Funding Recipient in this Agreement. The substitution shall occur on such terms and conditions as the Global Fund and the New CCM Funding Recipient agree, in consultation with the CCM. The CCM and the CCM Funding Recipient shall cooperate fully with the Global Fund and the New CCM Funding Recipient to facilitate the transfer.

#### **14. Notices**

Any notice, request, document, report, or other communication submitted by the CCM, 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. All official 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 the CCM Funding Recipient 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, among other procedures which may be requested by the Global Fund:

(a) the CCM Funding Recipient shall immediately return to the Global Fund any funds disbursed to the CCM Funding Recipient under this Agreement that have not been expended 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) the CCM Funding Recipient shall provide to the Global Fund a final financial report and financial verification, in the form agreed with the Global Fund, 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, the CCM Funding Recipient shall 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 Funding Recipient 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 Funding Recipient in error; (b) this Agreement has been terminated or suspended; (c) there has been a breach by the CCM or the CCM Funding Recipient of any provision of this Agreement; or (d) the CCM or the CCM Funding Recipient 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 Funding Recipient (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 Funding Recipient shall be the sole responsibility of the CCM and 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 or the CCM. 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.

16.3 The CCM Funding Recipient 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 on, resulting from, or arising out of (or which may be claimed to arise out of) the acts or omission of the CCM Funding Recipient and/or its agents, employees, assignees, transferees, delegates or successors, for which the CCM Funding Recipient 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 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. 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 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 All covenants, agreements, representations and warranties made by the CCM and the CCM Funding Recipient 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 End Date. The provisions of Section 3 (Costed Workplan 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), Section 16 (Limitation of Liability; Indemnity), Section 17 (Applicable Law; Arbitration) and Section 19 (Privileges and Immunities) shall survive and remain in full force and effect regardless of the expiry of the CCM Funding Period or the termination or expiry of this Agreement.

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

## **19. Privileges and Immunities**

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

19.2 The CCM and the CCM Funding Recipient will use their 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 Funding Recipient 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.