



## **ANNEX A**

### STANDARD TERMS AND CONDITIONS

#### **Article 1. Defined Terms**

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All defined terms that are not defined herein shall have the definition set forth in SECTIONS 1 through 3 of this Partnership Agreement.

#### **Article 2. Effective Date of Partnership Agreement**

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This Agreement, prepared in two originals, shall become effective on the date of its signature by both the Implementing Organization and the END Fund, acting through their duly Authorized Representatives identified in blocks 16 and 17 of the Program Summary Chart of this Agreement.

#### **Article 3. Implementation of the Program**

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The Parties plan to administer the Program for the purpose of reducing the disease burden of NTDs. The Program shall be implemented according to the specifications set forth in this Partnership Agreement, under the terms and conditions set forth in this Partnership Agreement and in the country set forth in Block 1 of the Program Summary Chart (the "Host Country"). The title of the Program is set forth in Block 4 of the Program Summary Chart.

##### **a) Program Description and Objectives**

The Implementing Organization shall implement the Program as described in the Program Implementation Description. The Program Assessment Framework Form, which is attached as ANNEX B to this Partnership Agreement, sets forth the main objectives, the key indicators, intended results, targets, and reporting periods of the Program.

##### **b) Program Budget**

The Summary Budget Form, which is attached as ANNEX C to this Partnership Agreement, reflects approved expenditures for the period indicated in Blocks 6 through 7 of the Program Summary Chart (the "Implementation Period"). The Implementing Organization shall implement the Program in accordance with the Summary Budget Form. Amendments to the Summary Budget Form are neither effective nor binding unless the END Fund has provided written approval of such changes.

#### **Article 4. Grant Funds**

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Subject to the terms and conditions set forth in this Partnership Agreement, the END Fund hereby grants to the Implementing Organization, and the Implementing Organization hereby accepts, an amount in cash not to exceed the amount set forth in Block 10 of the Program Summary Chart (the "Grant Funds"). The Grant Funds shall only be used in furtherance of the purposes and mission of the Program and for the purposes stated in this Partnership Agreement.

## **Article 5. Implementation Period**

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The Implementing Organization acknowledges that, as of the effective date of this Agreement, the END Fund shall commit funds to the Program under this Agreement for the period indicated as the Implementation Period in blocks 6 and 7 of this Agreement. Such a commitment will be made in tranches as described in the “Program Implementation Description” in Section 3 and ANNEX C of this Agreement.

The END Fund will not authorize disbursement of any Grant Funds after the expiry date in block 8 of this Agreement unless the parties amend this Agreement to reflect approval of an extension.

The END Fund may decide to extend the Implementation Period beyond the dates indicated on the Program Summary Chart of the Agreement and amend this Agreement with the signatures of both Authorized Representatives.

## **Article 6. Representations of the Implementing Organization**

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The Implementing Organization represents that it has all the necessary power, authority, and legal and technical capacity to conduct the Program and enter into this Partnership Agreement.

The Implementing Organization agrees to use the Grant Funds only for the Program, in the manner described in the Program Implementation Description, the Program Assessment Framework and the Summary Budget, and subject to the terms and conditions of this Partnership Agreement.

The Implementing Organization agrees to use the Grant Funds, and to ensure that all other entities provided with Grant Funds (“Sub-Grantees”) use the Grant Funds, in accordance with the laws of the Host Country and other applicable laws governing or pertaining to: human dignity; exploitation; neglect; and physical, emotional and/or sexual abuse.

The Implementing Organization shall immediately provide written notice to the END Fund of any claims, investigations, or proceedings, which, if determined adversely, could reasonably be expected to result in an adverse effect on the ability of the Implementing Organization or Sub-Grantee(s) to implement the Program or perform any other obligations under this Partnership Agreement.

The Implementing Organization agrees that the targets set by the Program are made possible by the Grant Funds provided by the END Fund under this Partnership Agreement. The Implementing Organization represents and warrants to the END Fund that it is not receiving funding from any other source that duplicates the Grant Funds provided under this Partnership Agreement. The Implementing Organization shall provide written notice to the END Fund of any additional funding received that may require an adjustment to the Program or to the amount of Grant Funds to be distributed pursuant to this Partnership Agreement.

The Implementing Organization is prohibited from using Grant Funds for lobbying activities and/or political campaign activities.

## **Article 7. Management of Grant Funds**

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The Implementing Organization shall ensure that all Grant Funds are prudently managed and shall take all necessary action to ensure that Grant Funds are used solely for Program purposes and consistent with the terms of this Partnership Agreement. Accordingly, the Implementing Organization shall use its reasonable efforts to ensure that Grant Funds are not used by it or by any Sub-Grantee(s) 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.

## **Article 8. Disbursement of Grant Funds**

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Notwithstanding the schedule for disbursements set forth in the Program Implementation Description and the Program Assessment Framework in ANNEX B, the timing and amount of any disbursements of Grant Funds shall be determined by the END Fund at its sole discretion. Except as otherwise provided in the Program Implementation Description, the END Fund will not disburse any Grant Funds unless:

- a) The Implementing Organization has submitted to the END Fund a Request for Disbursement, signed by the Implementing Organization's Authorized Representative, in form and substance satisfactory to the END Fund, at a time acceptable to the END Fund;
- b) The Implementing Organization has fulfilled the conditions precedent to such disbursement or the special conditions, if any, reflected in the Program Implementation Description, in form and substance satisfactory to the END Fund, and within the applicable deadlines, if any, set forth on the Program Summary Chart or in the Program Implementation Description;
- c) The Implementing Organization demonstrates that the amount requested in its Request for Disbursement is based on its reasonable cash flow needs during the period for which the disbursement is requested;
- d) The Implementing Organization has provided to the END Fund all Programmatic Progress Reports (defined in Article 15 of ANNEX A to this Partnership Agreement) that were due prior to the date of the Request for Disbursement; and
- e) The Implementing Organization demonstrates that it has achieved programmatic results consistent with the targets set forth in the Program Assessment Framework Form (which is attached as ANNEX B to this Partnership Agreement) during the periods set forth therein and explains the reasons for any deviation from targets.

Within fifteen (15) days of the receipt of any Grant Funds, the Implementing Organization shall submit to the END Fund a copy of the bank remit evidencing that the Grant Funds were deposited into its bank account.

## **Article 9. Bank Account, Interest, and Control of Funds**

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All unspent or uncommitted Grant Funds shall be held by the Implementing Organization in an interest bearing, insured bank account located in the Implementing Organization's country of incorporation until such Grant Funds must be distributed to support the Program. The primary purpose of this Article 9 is to ensure the preservation of principal so that such Grant Funds may remain secure and readily available to support the Program.

Any interest or income generated by the Grant Funds, including currency conversion gains, must be used to support the Program.

The Implementing Organization shall ensure that the Grant Funds which are in the possession of the Implementing Organization or Sub-Grantees remain to the extent possible at a bank fully compliant with all local and international standards and regulations and in a bank account which bears interest at a reasonable rate until such funds are expended for Program purposes.

## **Article 10. Expansion of the Program to Additional Parties**

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Through existing contacts of the END Fund and through affiliations or partnerships within the END Fund, further collaboration and expansion of the Program to include additional parties as like-minded "partners" may be an objective of the Program. The goal of such expansion will be to leverage the development and education

efforts of neglected populations in the Host Country. The Implementing Organization agrees to cooperate as appropriate with other such entities to further the benefits of the program.

#### **Article 11. Sub-Grantees**

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The Implementing Organization may under this Partnership Agreement provide Grant Funds to Sub-Grantees or make direct payments to third parties on behalf of such Sub-Grantees to carry out Program activities, provided that the Implementing Organization:

- a) Assesses the capacity of the Sub-Grantee to implement the Program activities and to properly account for the funds provided;
- b) Enters into a written agreement with the Sub-Grantee stipulating the obligations of the Sub-Grantee to the Implementing Organization, including, but not be limited, to a requirement that the Sub-Grantee use all Grant Funds solely for the purposes of the Program;
- c) Maintains a system to supervise the performance of the Sub-Grantee and ensure punctual reporting from the Sub-Grantee in compliance with this Partnership Agreement; and
- d) Acknowledges and agrees that providing Grant Funds to Sub-Grantees or making payments on behalf of Sub-Grantees to implement Program activities does not relieve the Implementing Organization of its obligations and liabilities under this Partnership Agreement. The Implementing Organization is responsible for the acts, omissions and obligations of its Sub-Grantees as if they were the acts, omissions and obligations of the Implementing Organization under this Partnership Agreement.

#### **Article 12. Substantial Involvement**

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The END Fund will be substantially involved for the duration of the Program's funding under this Partnership Agreement. The END Fund shall:

- a) Contribute to the development and the approval of the Implementing Organization's work plan, implementation plans, monitoring and evaluation plans, detailed budgets and any subsequent changes thereto, as necessitated for better Program implementation or causes beyond the Implementing Organization's control;
- b) Approve specified key personnel assigned to the Program and any subsequent changes thereto;
- c) Approve Program timeline changes on deliverables of sixty (60) days or more from prior approved Program documentation.

#### **Article 13. Procurement**

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##### **a) Practices**

Apart from the procurement of NTD pharmaceuticals and other health products, the Implementing Organization will prioritize local procurement with payments in local currency, as long as product quality, timely Program implementation and fiscal prudence are maintained.

The Implementing Organization will procure goods and services for the Program in compliance with the laws of the Host Country governing the procurement of all goods and services.

Contracts for goods and services shall be awarded on a transparent basis. The contract price shall be reasonable, meaning it shall be no greater than fair market value. The Implementing Organization shall

ensure that all Sub-Grantees undertake procurements in the aforementioned manner.

The Implementing Organization shall use reasonable efforts to ensure optimal reliability, efficiency and security with regards to the supply chain for all products purchased with Grant Funds.

Professional service contracts, including technical or NTD experts, must be from the Host Country unless the Implementing Organization requests a waiver indicating the lack of present capacity of the Host Country's market. In the event a waiver is issued, preference should be given to professional service contracts sourced from the region of the Host Country. Professional service contracts sourced outside the Host Country shall not become effective until they are approved by the END Fund.

## **b) Program Assets**

All assets, including vehicles, office equipment, furniture and computers, acquired through the Program using Grant Funds shall remain the property of the END Fund until the Implementing Organization receives written approval from the END Fund to retain, transfer or dispose of such items. Request for approval to retain, transfer or dispose of such items must be sent to the END Fund ninety (90) days prior to the expiration of the Implementation period set forth in Block 7.

The Implementing Organization shall be solely liable for the loss of, theft of, or damage to, any and all items purchased by the Implementing Party or a Sub-Grantee with Grant Funds. Immediately upon such loss, theft or damage, the Implementing Organization shall replace such items at its own expense.

In accordance with Article 7 of ANNEX A to this Partnership Agreement, the Implementing Organization shall ensure that all goods, services and activities financed with Grant Funds, including those procured and implemented by Sub-Grantees, are used solely for the Program's purposes.

## **Article 14. Medicine and Other Pharmaceutical and Health Products**

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Grant Funds may only be used to procure medicine that appears in the current Standard Treatment Guidelines or Essential Medicines Lists of the World Health Organization ("WHO") or appears in the Host Country's equivalent list of approved treatments and medicines ("Medicine"). Grant Funds may only be used to procure Medicine that has been authorized for use by the National Drug Regulatory Authority in the Host Country where the Medicine will be used.

The Implementing Organization shall be responsible for all procurement of Medicine under this Partnership Agreement. At its discretion, the Implementing Organization may contract with or permit Sub-Grantees to contract with local, regional, or international procurement agents to procure Medicine, provided that the Implementing Organization remains responsible for ensuring that the procurement is in compliance with the terms of this Partnership Agreement and local law.

In all cases where a pooling of demand would reduce the cost of Medicine and other pharmaceutical and health products and improve efficiency, the Implementing Organization is encouraged to use, or cause the Sub-Grantee to use, capable regional and global procurement mechanisms.

With regard to the supply chain for Medicine and other pharmaceutical and health products, the Implementing Organization shall seek to ensure optimal reliability, efficiency and security.

The Implementing Organization shall ensure that all Sub-Grantees and/or Sub-contractors comply with the WHO Guidelines for Good Storage Practices and Good Distribution Practices for Pharmaceutical Products.

The Implementing Organization shall implement mechanisms to: (1) ensure that Medicine is prescribed and/or distributed in adherence to the Host Country's treatment guidelines, (2) monitor drug resistance where

applicable; and (3) monitor adverse drug reactions according to existing international guidelines.

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**Article 15. Periodic, Annual, and Financial Reports**

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The Implementing Organization shall provide to the END Fund periodic and annual reports of the Program, as detailed below. Upon full or partial termination of this Partnership Agreement for any reason or at the expiration of the Implementation Period, the Implementing Organization shall submit to the END Fund a final report. In addition, the Implementing Organization shall provide to the END Fund such other information and reports at such times as the END Fund may request.

**a) Periodic Reports**

By the deadlines indicated in the Program Assessment Framework Form in ANNEX B, the Implementing Organization shall report on the progress towards Program objectives and targets for that period. The Implementing Organization shall submit such reports on the form specified by the END Fund.

The periodic reports shall contain pictures, testimonies, life changing stories and/or videos that may be used by the END Fund and the Implementing Organization to raise awareness of NTDs among the public audience and/or to collect quantifiable therapeutic and socioeconomic data in accordance with the guidelines in ANNEX D.

The periodic reports shall include: (1) comparisons of budgeted and actual spending; (2) a certification of the accuracy of the financial data contained therein, signed and dated by senior staff with fiduciary responsibility; (3) completed financial statements that communicate the Program's financial position; (4) any gains or losses attributable to currency exchange operations; and (5) an explanation as to any variance between planned and actual achievements and between planned and actual expenditures.

In the event that the final cost of an approved budget item varies from the item's projected cost by ten percent (10%) or more, or if there is any change in the implementation method of an item, the Implementing Organization must notify the END Fund, and the END Fund must provide written approval of the change before such an expense may be attributed to the Program.

If Grant Funds obtained under this Partnership Agreement represent partial funding of a project, the Implementing Organization shall inform the END Fund of any other funding sources contributing to the project and cite any deficit or surplus in funding within six (6) weeks of receipt of funding from the END Fund or the project start date, whichever is earlier. Upon request, the END Fund may keep identities of other funding sources confidential.

**b) Annual Financial Reports**

The annual financial report shall include: (1) comparisons of budgeted and actual spending; (2) a certification of the accuracy of the financial data contained therein, signed and dated by senior staff with fiduciary responsibility; (3) completed financial statements that communicate the Program's financial position; (4) any gains or losses attributable to currency exchange operations; and (5) an explanation as to any variance between planned and actual achievements and between planned and actual expenditures.

**c) Annual Reports**

Copies of the Implementing Organization's annual reports that cover in part or in whole the Implementation Period of this Agreement, produced by the Implementing Organization and/or their headquarters office, shall be provided to the END Fund.

**d) Use of the Reports**

Unless otherwise expressly agreed, the Implementing Organization acknowledges and agrees that the END

Fund may release in the public domain reports, in whole or in part, reports that have been submitted by the Implementing Organization to the END Fund under this Agreement. The Implementing Organization also acknowledges and agrees that the END Fund may use, reproduce, modify and/or adapt information and other data contained in such reports.

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**Article 16. Audits and Records**

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The Implementing Organization agrees to maintain, and to ensure all Sub-Grantees maintain, adequate accounts, records, documents and other evidence of the Program in such a way as to enable the END Fund to easily determine how the Grant Funds were expended.

The Implementing Organization agrees to make its accounting books, financial records and other records available for inspection by the END Fund or its designee at reasonable times. The Implementing Organization also agrees to permit the END Fund to monitor and conduct an evaluation of its operations with respect to the Program under this Partnership Agreement. Such monitoring and evaluation may include, but not be limited to, a visit by the END Fund's representatives.

The Implementing Organization agrees to provide the END Fund with annual audited reports of the revenues and expenditures of the Program not later than six (6) months after the close of the end of each fiscal year of the Implementing Organization.

The END Fund reserves the right to commission an audited report of the Program at the Host country level as part of the financial reporting of the program.

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**Article 17. Termination, Suspension, Expiration of the Implementation Period**

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**a) Termination or Suspension**

The END Fund may terminate or suspend this Partnership Agreement in whole or in part, and/or the Program, for any reason and at its sole discretion, upon giving the Implementing Organization written notice. Any portion of this Partnership Agreement that is not terminated or suspended shall remain in full force and effect.

If the Implementing Organization shall commit any breach or default in any of the provisions of this Partnership Agreement, and also fail to remedy such default or breach within thirty (30) days after written notice thereof has been issued from the END Fund, the END Fund may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Partnership Agreement by sending notice of termination in writing to the Implementing Organization to such effect, and such termination shall be effective as of the date of the issuance of such notice.

**b) Procedures upon the Termination of Partnership Agreement or the Expiration of the Implementation Period**

Upon full or partial termination of this Partnership Agreement for any reason or at the expiration of the Implementation Period, the Implementing Organization shall:

1. Promptly return to the END Fund any unspent and uncommitted Grant Funds (as of the date of termination, it being understood that all commitments made prior to the date of termination will be honored using Grant Funds previously distributed to the Implementing Organization by the END Fund for the Program);
2. Submit a detailed inventory of all receivables and assets purchased with Grant Funds that includes equipment serial numbers, vehicle registration numbers, VIN numbers, and other asset tracking

numbers within ninety (90) days of the termination or expiration of the Implementation Period; and

3. If Program activities are to continue after the termination of this Partnership Agreement or the expiration of the Implementation Period, the Implementing Organization may be required, at the request of the END Fund, to provide a close-out plan (the "Close-Out Plan") setting forth the anticipated, continued use of all assets and receivables referred to in Article 13(b) of ANNEX A of this Partnership Agreement. The Close-Out Plan shall be subject to approval by the END Fund.

### **c) Transfer**

Upon full or partial termination of this Partnership Agreement for any reason or at the expiration of the Implementation Period, the END Fund may direct, in accordance with Article 13(b) of ANNEX A to this Partnership Agreement, that title to any Program Assets be transferred to the END Fund or another entity designated by the END Fund.

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### **Article 18. Refunds**

The Implementing Organization agrees that any portion of the Grant Funds unexpended or uncommitted by the Implementing Organization or any Sub-Grantees at the expiration of the Implementation Period (including approved extensions evidenced by a written amendment to this Partnership Agreement), or used for purposes or in a manner other than those described in this Partnership Agreement, must be promptly returned to the END Fund without request.

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### **Article 19. Indemnification**

The END Fund shall be responsible only for performing the obligations specifically set forth in this Partnership Agreement. Neither this Partnership Agreement nor the term "Implementing Organization" shall create a legal "partnership" or other binding association between the Parties separate and apart from being contracting parties to this Partnership Agreement, and no Party will function as or represent itself to be an agent of the other Party during the course of the Program. During the course of the Program, and upon completion of the Program, all Parties to this Partnership Agreement shall remain and continue to exist as separate legal entities.

The Implementing Organization shall defend, indemnify, and hold the END Fund harmless from and against all claims, damages, losses and expenses (including reasonable attorneys' fees), known or unknown, that have arisen or may arise out of the performance of this Partnership Agreement, but only in proportion to and to the extent such damage, cost or liability is caused by the negligent, grossly negligent, reckless or intentional acts or omissions of the Implementing Organization, Sub-Grantees and their respective directors, officers, employees, contractors or agents.

The END Fund shall notify the Implementing Organization promptly of any claim or demand for such injury or damage and shall give the Implementing Organization the sole right to defend and/or settle the claim or demand, and shall provide reasonable assistance to the Implementing Organization in connection therewith. This indemnification clause shall survive the termination of this Partnership Agreement.

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### **Article 20. Confidential and Proprietary Information**

Each Party agrees to receive and maintain all confidential information in strictest confidence using, at a minimum, reasonable care and, except as provided herein, shall not use confidential information for its own benefit or disclose it to third parties without the prior written consent of the other Party. The Parties agree that all items of confidential information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.



The obligations of the Parties under this Article 20 shall survive full or partial termination of this Partnership Agreement or the expiration of the Implementation Period for a period of five (5) years and shall be binding on the Parties, their successors and assigns.

Notwithstanding the foregoing, neither Party shall have any obligations under this Agreement with respect to information which (i) is publicly available at the time of disclosure; (ii) is disclosed to the receiving Party by a third party, unless the receiving Party is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available through no act of the receiving Party; or (iv) is independently developed by the receiving Party without breach of this Agreement. Notwithstanding the foregoing restrictions, either Party may use and disclose any information to the extent required by an order of any court or other governmental authority, or as necessary for it to protect its interest in this Agreement, but in each case only after each Party has been so notified and has had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

All data and results generated, as a result of the Program, shall be jointly owned by the Parties and subject to the laws and ethics of the Host Country pertaining to health data collection.

## **Article 21. Notices**

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All notices, requests, documents, reports, consents and other communications required or permitted to be given by any provision of this Partnership Agreement shall be sent to the Name/Address for Notices noted in Blocks 13 or 14 of the Program Summary Chart, as appropriate. All communications pursuant to this Partnership Agreement shall be made in English.

Notices delivered personally or by overnight delivery shall be effective upon delivery. Notices properly addressed and delivered by certified mail, return receipt requested, shall be effective five (5) business days after their deposit with the United States Postal Service. Notices sent by facsimile, or email transmission shall be effective upon the transmitting Party's receipt of electronic confirmation of transmission bearing the date and time of the transmission.

Either Party may change such Party's Name/Address for Notices for the purposes of this Partnership Agreement by giving written notice of such change to the other Party in the manner herein provided for the giving of notice.

## **Article 22. Modifications, Amendments or Changes to this Agreement**

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Modifications to this Partnership Agreement (via a modification letter or otherwise) will not be effective unless made in writing and signed by both Parties, acting through their Authorized Representatives.

To assist the Implementing Organization in the implementation of this Agreement, the END Fund may issue from time to time, implementation notes that provide additional information and guidance about matters stated in this Agreement.

## **Article 23. Forces Majeure**

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Neither Party shall be responsible for any delay or failure to perform any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, labor or civil unrest, riot, embargo, act of governmental, civil or military authority, acts of terrorism, or other such contingencies beyond its reasonable control (a "Force Majeure Event"). Notice with full details of any Force Majeure Event shall be given to the other Party as promptly as practicable after its occurrence. The affected Party shall use due diligence, where practicable, to minimize the effects of and/or end any such event so as to facilitate the resumption of full

performance hereunder.

**Article 24. Application of Partnership Agreement to Sub-Grantees**

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Notwithstanding any provision hereof to the contrary, the Implementing Organization shall be responsible for ensuring any Sub-Grantee's compliance with the terms set forth in this Partnership Agreement.

**Article 25. Mediation and Arbitration**

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In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by notice to the other party and the International Centre for Dispute Resolution, demand mediation under the International Mediation Procedures of the International Centre for Dispute Resolution. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.