

PROGRAM PARTNERSHIP AGREEMENT

SECTION 1. Purpose.

This Program Partnership Agreement ("Partnership Agreement") is made by and between The END Fund, Inc., a Delaware nonprofit corporation that is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and which is organized to combat the most prevalent Neglected Tropical Diseases ("NTDs") (the "END Fund"), AND the Principal Implementing Organization ("Implementing Organization") identified in Block 2 of the program details chart set forth below (the "Program Summary Chart"). The END Fund and the Implementing Organization shall each be referred to herein as a "Party" and shall collectively be referred to herein as the "Parties."

SECTION 2. Program Summary.

Pursuant to the terms and conditions set forth in this Partnership Agreement, the END Fund shall provide funding to the Implementing Organization and the Implementing Organization shall accept funding to implement a program of limited duration (the "Program"), which is described in Block 1 through Block 17 of the Program Summary Chart and in Section 3 of this Partnership Agreement.

| Program Summary Chart | | | | |
|--|-----------------|-----------------------------------|---------------------|--|
| 1. Country: | | | | |
| 2. Implementing Organization's Name: | | | | |
| 2A. Implementing Organization's Full Address: | | | | |
| | | | | |
| 3. 501(c)(3) / Registered Charity No.: | | | | |
| 4. Program Title: | | | | |
| 5. Program ID: | | 5A. Modification Number and Date: | | |
| 6. Starting Date: | 7. Ending Date: | | 8. Expiration Date: | |
| 9. Program Condition Dates(s) | | | | |
| | | | | |
| 10. Total Grant Funds: (total funds envelope allocated in currency numbers and spelled out) | | | | |
| 11. Program Coverage: □Soil Transmitted Helminths (STH) □Schistosomiasis □Lymphatic Filariasis □Onchocerciasis □Trachoma □Other: (specify) | | | | |

| 12. Information for the Implementing Organization's Bank Account into which the Grant Funds will be disbursed: | | | | |
|--|--|-------------------------|--|--|
| L | Owner of Bank Account: | | | |
| | Account Title / Currency: | | | |
| | Account Number: | | | |
| - | Bank Name: | | | |
| - | Bank Address in full: | | | |
| | Bank ABA/SWIFT Code: | | | |
| ľ | IBAN Code: | | | |
| | Routing instructions for US Banks; Fedwire, correspondent bank when necessary: | | | |
| 13. T | he fiscal year of the Implen | nenting Organization is | from xxxxxx to xxxxxx | |
| 14. Name/Address for Notices to the Implementing Organization: | | the Implementing | 15. Name/Address for Notices to The END Fund: | |
| (Name, Title, Contact information, address; phone, email.) | | n, address; phone, | (name of Program director) (title) The END Fund 41E. 11th Street, 11th Floor, New York, NY 10003 Tel. (telephone number of the Program Director) E-Mail: (email address of the Program Director) | |
| 16. Implementing Organization's Authorized Representative: | | | | |
| Nam Title: | - | | | |
| 17. The END Fund's Authorized Representative: | | | | |
| Nam Title: | | | | |

SECTION 3. Program Implementation Description.

The Program is further described below ("Program Implementation Description") and is subject to the terms and conditions set forth in this Partnership Agreement and in the ANNEXES thereto ("ANNEXES"). The ANNEXES are incorporated herein by reference. In the event of any conflict between any provision in the Program Implementation Description and the Standard Terms and Conditions, which is attached hereto as ANNEX A to this Partnership Agreement, the provisions in the Program Implementation Description shall prevail.

- 1. Program Overview.
 - (a) Background and Summary:
 - (b) Program Goal:
- 2. <u>Target Group/Beneficiaries</u>. The boxes below contain a brief summary of the Program's beneficiaries and key essential targets.

| Beneficiaries | Target |
|---|---|
| Example: No. of SAC treated for Schistosomiasis | Example: 2,500,000 each year. |
| Example: No. of endemic districts mapped | Example: 12 of 12, 100% mapped by date. |

- 3. <u>Strategies</u>. The following is a description of the strategies the Implementing Organization intends to implement to achieve the Program's goal(s):
- 4. <u>Planned Activities</u>. The boxes below contain a brief summary of the macro-level NTD components of the Program, as well as the proposed main cost centers associated with the Program.

| Macro Level NTD Components | Activities |
|----------------------------|---|
| Example: Mapping | Example: Assessment of the Disease Burden of Schistosomiasis. |
| Example: Capacity Building | Example: Training of Health Workers |
| Example: Capacity Building | Example: Training of Treater Workers |

- 5. <u>Conditions Precedent to Disbursement</u>. The Parties hereby agree to the following conditions precedent, if any, to the disbursement of the Grant Funds:
- 6. <u>Special Terms and Conditions</u>. The Implementing Organization shall not disburse any Grant Funds to any Sub-Grantee unless and until the Implementing Organization delivers the following document to the END Fund, in form and substance satisfactory to the END Fund:
- (a) Written confirmation that the Implementing Organization has signed an agreement(s) with such Sub-Grantee(s) that complies with Article 11 of the Standard Terms and Conditions which is attached hereto as ANNEX A to this Partnership Agreement.
- 7. <u>Anticipated Disbursement Schedule</u>. For the purposes of Article 8 of the Standard Terms and Conditions of this Partnership Agreement, the anticipated disbursement schedule is stipulated in the Program Assessment Framework Form, which is attached hereto as ANNEX B to this Partnership Agreement. Disbursements will be made on a (quarterly, periodic, semi-annual, annual) basis. The first disbursement of US\$XXXX will be made upon signing of this Agreement.
- 8. <u>Program Budget</u>. For the purposes of this Partnership Agreement, the anticipated budget is stipulated in the Summary Budget Form, which is attached hereto as ANNEX C to this Partnership Agreement.
- 9. <u>Communications and Publications</u>. As part of the partnership between the END Fund and Implementing Organization, both parties will profile the program in their relevant communications and publications, including but not limited to newsletters, handouts, presentations, annual reports, and web content. For the purposes of this agreement the Implementing Organization agrees to adhere to the official END Fund style guide and guidelines on branding, communications and publications attached hereto in ANNEX D. The Implementing Organization's logo may be used by the END Fund with permission from the Implementing Organization.
- 10. <u>Authority of Signatory</u>. The Parties, acting through their Authorized Representatives identified in blocks 16 ("Implementing Organization's Authorized Representative") and 17 (the "END Fund's Authorized Representative") (collectively, the "Authorized Representatives") of the Program Summary Chart, have the full power and authority to execute, deliver and perform this Partnership Agreement and except as otherwise set forth herein, such execution and performance does not require the consent or permission of any third party.
- 11. <u>Successors and Assigns.</u> This Partnership Agreement, and all rights and powers granted hereby, will be binding upon and inure to the benefit of the Parties hereto. This Partnership Agreement, and all rights and powers granted herein and all duties and obligations imposed hereby shall be transferred to the Parties' respective successors but may not be assigned without the express written consent of the END Fund.

12. <u>Entire Agreement.</u> The Implementing Organization agrees that the provisions set forth in this Partnership Agreement and the ANNEXES make up the entire Partnership Agreement between the Implementing Organization and the END Fund with respect to the Program set forth herein unless expressly agreed to by the Parties. In the event of a conflict between this Partnership Agreement and other agreements this Partnership Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto agree to be bound by and have executed this Partnership Agreement on the day and year written below.

| Signed for the Implementing Organization by its Authorized Representative: | | | | |
|--|------------|--|--|--|
| Date: | Signature: | | | |
| Name: Title: | | | | |
| Signed for the END Fund by its Authorized Representative: | | | | |
| Date: | Signature: | | | |
| Ellen Agler Chief Executive Officer, The END Fund | | | | |