Multi-Year (2014-2016) Contribution Agreement

among

The Norwegian Ministry of Foreign Affairs,

The Global Fund to Fight AIDS, Tuberculosis and Malaria

and

The International Bank for Reconstruction and Development, as Trustee of the Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria

Date 12 November 2014
Multi-Year Contribution Agreement among
The Norwegian Ministry of Foreign Affairs,
The Global Fund to Fight AIDS, Tuberculosis and Malaria; and The International
Bank for Reconstruction and Development, as Trustee of the Trust Fund for the Global
Fund to Fight AIDS, Tuberculosis and Malaria

(MTO No. 069001)

This Multi-Year Contribution Agreement (the “Agreement”), dated 12 November 2014, among the Norwegian Ministry of Foreign Affairs (the “Donor”), the Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund”), and the International Bank for Reconstruction and Development (the “World Bank”), as Trustee of the Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Trust Fund”), and the three parties hereinafter referred to collectively as the “Parties”.

WHEREAS the United Nations General Assembly, in its Special Session on AIDS in June 2001, decided to create a global fund to serve as a channel for a substantial increase in resources for public health, which was endorsed by the July 2001 meeting of the G8 in Genoa, Italy;

WHEREAS the Donor is committed to long-term and equitable development, including support for advancements in global health;

WHEREAS the purpose of the Global Fund, as set forth in its Framework Document, is to attract, manage and disburse additional resources through a new public-private partnership that will make a sustainable and significant contribution to the reduction of infections, illness and death, thereby mitigating the impact caused by HIV/AIDS, tuberculosis, and malaria in countries in need, and contributing to poverty reduction as part of the Millennium Development Goals;

WHEREAS the Board of Directors of the Global Fund has, following its review of the Global Fund’s Comprehensive Funding Policy, and under the terms of Decision Point EDP/B21/20, endorsed the principle of the signature of multi-year contribution agreements between individual donors and the Global Fund in order to formalize donor commitments after the announcement of pledges; and

WHEREAS the Donor has decided to contribute resources to support Global Fund programs.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Contribution. The Donor has decided to contribute to the Global Fund an amount not exceeding One Billion and Seven Hundred Million Norwegian Kroner (NOK 1,700,000,000) (the “Contribution”) for the period from 2014 to 2016 (the “Contribution Period”).
2. **Payment of Contribution.** The Donor shall make payments in Norwegian Kroner according to the schedule outlined in the table in Paragraph 5 below. The Donor shall deposit these payments to the Trust Fund, into such bank account as shall be designated by the World Bank following submission of a payment request by the World Bank.

When making such deposit, the Donor shall instruct its bank to include in the payment details information (remittance advice) field of its SWIFT payment message the following information: the amount paid; that the payment is from the Norwegian Ministry of Foreign Affairs for the Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria (MTO No. 069001); the Pledge Year(s) to which the Donor payment amount or parts thereof relate to; and the date of the deposit (together, such information, the "Deposit Instruction"). In addition, the Donor shall provide a copy of the Deposit Instruction to the World Bank by e-mail transmitted to gfatmtrustee@worldbank.org.

3. **Administration of the Contribution.** The Donor agrees that all payments of the Contribution to the Global Fund shall be received in the Trust Fund. The Donor agrees that the Contribution shall be administered by the World Bank in accordance with the terms and conditions of the Amended and Restated Trust Fund Agreement between the Global Fund and the World Bank dated March 7, 2014 (the “Trust Fund Agreement”), a copy of which has been provided to the Donor, and as the same may be amended from time to time. The Donor agrees that the Contribution shall be made available for use by the Global Fund in accordance with the terms of this Agreement and may be commingled or consolidated with other funds under the terms of the Trust Fund Agreement. Nothing in this Agreement will prejudice the provisions of the Trust Fund Agreement.

No offer, gift, payment or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement.

4. **Use of the Contribution.** The Contribution shall be used exclusively to finance Global Fund activities in accordance with the purpose of the Global Fund set forth in its governing documents and strategic frameworks, including its Framework Document, the Global Fund Strategy 2012-2016, the Global Fund Operations Policy Manual of April 9, 2014, and budget and work plans. Accordingly, the Global Fund shall have full discretion and control over the use of the Contribution, under the guidance of its Board of Directors. Any interest or other income generated by the Contribution, including currency conversion gains, shall be utilized at the discretion of the Global Fund, pursuant to its duly established policies and procedures.

5. **Payment Schedule.** Unless otherwise agreed among the Parties, the Donor shall deposit the Contribution in accordance with the schedule set out below, equalling in aggregate the amount of the Contribution, but in no event later than July 31, 2016.
<table>
<thead>
<tr>
<th>Pledge Year/Replenishment Period*</th>
<th>Payment Amount</th>
<th>Payment Form</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014/4th Replenishment</td>
<td>NOK 500,000,000</td>
<td>Direct cash</td>
<td>No later than October 31, 2014</td>
</tr>
<tr>
<td>2015/4th Replenishment</td>
<td>NOK 600,000,000</td>
<td>Direct cash</td>
<td>No later than July 31, 2015</td>
</tr>
<tr>
<td>2016/4th Replenishment</td>
<td>NOK 600,000,000</td>
<td>Direct cash</td>
<td>No later than July 31, 2016</td>
</tr>
</tbody>
</table>

* calendar basis

The above payment schedule may be adjusted if the speed of the implementation of the activities to be financed by the Global Fund makes it necessary either to bring disbursements forward or to delay the timing of the disbursements.

The World Bank shall, upon receipt of a payment, acknowledge the receipt to the Donor in writing.

6. Reporting. The Global Fund shall provide the Donor by June of each calendar year with reports that are available at such time concerning its activities, achievements and the effectiveness of its activities, including documents submitted to the Board at its in-person meetings. The Global Fund audited financial statements relating thereto shall be provided to the Donor. Furthermore, the Global Fund shall, upon request, provide the Donor with additional information concerning the utilization of the overall pool of contributions comprising those of the Donor.

7. Review. The Donor, or such other entity of the government of Norway as the Donor may designate, may, separately or jointly with other partners, take the initiative to evaluate or review its co-operation with the Global Fund under this Agreement. The Global Fund shall be informed about such initiatives and may be invited to participate in such evaluations or reviews. The Global Fund shall upon request assist in providing relevant information in accordance with its policies and procedures. All costs associated with such evaluation or reviews shall be borne by the Donor, unless otherwise mutually agreed with the Global Fund.

8. Corruption. The Global Fund shall immediately inform the Donor of any findings of illegal or corrupt practices related to any activities financed by the Global Fund, in accordance with the policies and procedures of the Global Fund governing the reporting of findings of its Office of the Inspector General.

9. Sanctions. The Donor may withhold payments of the Contribution in the following instances, until remedied by the Global Fund:

   a. non-compliance with this Agreement;
   b. failure of the Global Fund to provide the reports in Paragraph 6 as agreed; or
   c. evidence of corruption, fraud or any other misuse of funds, as verified by the Global Fund in accordance with its policies and procedures.

If funds from the Contribution are found to be misused or not satisfactorily accounted for, the Global Fund shall, upon determination by the Global Fund Legal Counsel of an entitlement to...
recovery, initiate efforts to recover such funds. Recovered funds shall be repaid to the Trust Fund.

Prior to seeking the remedies of withholding payment, the Donor shall consult with the Global Fund with a view to promptly identify an alternative to resolve the matter.

10. **Procurement.** The Global Fund shall seek to ensure appropriate procurement practices by its grant recipients through the institution of an obligation on the part of its grant recipients to conduct the procurement of goods, works and services in accordance with the applicable procurement policies of the Global Fund.

11. **Additional Contributions.** Additional contributions by the Donor to the Global Fund may be made through amendment of this Agreement to reflect such additional contributions.

12. **Preexisting Commitments.** Nothing contained in this Agreement shall be construed as a waiver or modification of any and all of the Donor’s commitments to the Global Fund pursuant to earlier or preexisting pledges, if any.

13. **Entire Agreement, Amendment.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior oral or written agreements or communications among the Parties regarding its subject matter. The provisions of this Agreement are severable so that if any term or provision is found for any reason to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining term or provision. This Agreement may be amended or modified only by mutual written agreement of the Parties.

14. **Communications.** The offices and officials responsible for coordination of all matters relating to the contribution and execution of this Agreement shall be as follows:

For the Norwegian Ministry of Foreign Affairs:

Section for Global Initiative  
Postboks 8114 Dep. NO-0032 Oslo  
Norway  
Tel: +47 23 95 00 00  
Fax: +47 23 95 00 99

For the Global Fund to Fights AIDS, Tuberculosis and Malaria:

Manager  
Donor Governments Team  
The Global Fund to Fight AIDS, Tuberculosis and Malaria  
Chemin de Blandonnet 8  
1214 Vernier – Geneva  
Switzerland  
Tel: +41 58 791 1407  
Fax: +41 58 791 17 01
For the World Bank, as Trustee of the Trust Fund for
Global Fund to Fight AIDS, Tuberculosis and Malaria:

Director
Trust Funds and Partnerships
The World Bank
1818 H Street, N.W.
Washington, D.C. 20433
U.S.A.
Tel: +1-202-458-0019
Fax: +1-202-522-2447

15. **Effective Date.** This Agreement shall become effective upon its signature by the Parties, acting through their duly authorized representatives, as of the date first above written.

16. **Termination.** The Global Fund and the Donor have the right to terminate this Agreement, following ninety (90) days of receipt of written notice by other Parties. The World Bank shall have the right to terminate this Agreement if the World Bank ceases to be the Trustee of the Trust Fund in accordance with the Trust Fund Agreement, following sixty (60) days of receipt of written notice by other Parties.

17. **Cancellation.** In the case of the Global Fund’s dissolution and discontinuation of its activities or termination of the Agreement as set forth in Paragraph 16, the Donor may submit a written request of cancellation to the Global Fund to cancel all or part of the Contribution (paid and not yet paid) that is not committed, prior to such request, pursuant to any agreements entered into by the Global Fund to finance Global Fund activities in accordance with the agreed use of the Contribution set forth in Article 4 of this Agreement including grant operations, operating expenses or other funding initiatives authorized by the Global Fund Board. Upon receipt of such request from the Donor, the Global Fund shall instruct the Trustee in writing, together with a copy of the Donor’s request, of the Donor’s cancellation and the amount to be cancelled and returned to the Donor. Following receipt of the instruction from the Global Fund, the Trustee shall return to the Donor, out of the resources available in the Trust Fund, the amount so instructed by the Global Fund to the bank account designated by the Donor, to be applied by the Donor to similar objectives to those of the Global Fund.

18. **Amendment.** The Parties shall promptly inform each other of any event or situation that might affect the utilization of the Contribution or which may necessitate an amendment to this Agreement. Any such amendment shall be agreed upon in writing among the Parties.

19. **Disclosure.** The World Bank may disclose this Agreement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Agreement, the Donor and the Global Fund consent to disclosure of this Agreement and related information on this Trust Fund. The Donor may also disclose the Agreement and related non-confidential information according to the Norwegian Act on Access to Public Information.
20. **Dispute Resolution.** Any dispute which may arise among the Parties as to the interpretation, application or performance related to the Agreement shall be settled by negotiation between the Parties.

21. **Applicability.** For avoidance of doubt, paragraphs 6, 7, 8, 9, 10 shall apply as between the Donor and the Global Fund only.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties have signed this Agreement in triplicate in English.

**ACKNOWLEDGED AND AGREED:**

**FOR THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS**

Signed:

H.E. Mr. Børge Brende  
Minister of Foreign Affairs

**FOR THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA**

Signed:

Mark Dybul  
Executive Director

**FOR THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, AS TRUSTEE OF THE TRUST FUND FOR THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA**

Signed:

Jaehyang So  
Director  
Trust Funds and Partnerships  
Development Finance