Multi-Year Contribution Agreement

among

The Republic of Kenya acting through the National Treasury of Kenya,

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

Dated January 13, 2015
Multi-Year Contribution Agreement among
The Republic of Kenya, acting through the National Treasury of Kenya,
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 January 13, 2015, is among the Republic of Kenya acting through the National Treasury of Kenya ("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 hereinafter referred to collectively with the Global Fund and the Donor 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 review of the 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 of Two Million United States Dollars ($2,000,000) (the "Contribution") for the period from 2014 to 2016 (the "Contribution Period").

2. Payment of Contribution. The Donor shall make payments in United States dollars according to the schedule outlined 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 National Treasury of Kenya 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’s Multilateral Trustee Operations Office by e-mail transmitted to gfatmtrustee@worldbank.org or by fax sent to 1-202-522-2447.

3. Administration of the Contribution. The Donor agrees that all contributions 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 07 March 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 unrestricted use by the Global Fund 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.

4. Use of the Contribution. The Contribution shall be used to finance Global Fund activities. 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. The Donor shall deposit the Contribution in accordance with the schedule set out below, equaling in aggregate the amount of the Contribution, but in no event later than December 31, 2015 (the “Final Payment Date”):

<table>
<thead>
<tr>
<th>Pledge Year*</th>
<th>Payment Amount</th>
<th>Payment Form</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>USD 1,000,000</td>
<td>Direct cash transfer</td>
<td>Upon signature of this agreement</td>
</tr>
<tr>
<td>2015</td>
<td>USD 1,000,000</td>
<td>Direct cash transfer</td>
<td>30 June 2015</td>
</tr>
</tbody>
</table>

* calendar basis

6. Reporting. The Global Fund shall, on a regular basis, provide the Donor with reports concerning its activities, achievements and the effectiveness of its activities. 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. Additional Contributions. Additional contributions by the Donor to the Global Fund may be made through amendment of this Agreement to reflect such additional contributions.

8. 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.

9. 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.

10. **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 Donor:

Cabinet Secretary  
The National Treasury of Kenya  
Treasury Building  
Harambee Avenue, Nairobi  
P. O. Box 30007 Kenya  
Tel.: +254 020 2252299

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 1700  
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 Fund and Partnerships, Development Finance  
The World Bank  
1818 H Street, N.W.  
Washington, D.C. 20433  
U.S.A.  
Tel: +1-202-473-7654  
Fax: +1-202-522-2447

11. **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. Unless earlier terminated under the terms of this Agreement, the Agreement shall remain in full force and effect through the Final Payment Date or on such later date as the Parties may establish.

12. **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.

13. **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.
IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Agreement in triplicate in English.

Acknowledged and Agreed:

For the Republic of Kenya, acting through the National Treasury of Kenya

Signed:

[Signature]

Mr. Henry Rotich
Cabinet Secretary The National Treasury

For the Global Fund to Fight AIDS, Tuberculosis and Malaria

Signed:

[Signature]

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:

[Signature]

Jaehyang So
Director
Trust Funds and Partnerships
Development Finance

GFATM-KE-2015-01