Multi-Year Contribution Agreement among

the Government of Ireland, represented by the Development Cooperation Directorate of the Department of Foreign Affairs and Trade,

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

24 September 2014
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and
The International Bank for Reconstruction and Development, as Trustee
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Malaria
(MTO No.069001)

This Multi-Year Contribution Agreement (the “Agreement”), dated
24 September 2014, is among the Government of Ireland, represented by the
Development Cooperation Directorate of the Department of Foreign Affairs and
Trade, hereinafter referred to as Irish Aid (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 hereinafter referred to collectively with the Global Fund and the Donor
as the Parties (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 the 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 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 of Thirty Million Euro (€30,000,000) (the “Contribution”) for the
period from 2014 to 2016 (the “Contribution Period”).
2. **Payment of Contribution.** The Donor shall make payments in Euro according to the schedule outlined in Paragraph 5. 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 Irish Aid for the Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria (MTG 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 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 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 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.** Unless otherwise agreed among the Parties, the Donor shall deposit the Contribution, upon the approval of each payment of the Contribution by the Donor’s government, in accordance with the schedule set out below, equaling in aggregate the amount of the Contribution, but in no event later than 31 July 2016 (the “Final Payment Date”):

<table>
<thead>
<tr>
<th>Pledge Year*/Global Fund Replenishment Period</th>
<th>Payment Amount</th>
<th>Payment Form</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014/Fourth Replenishment Period (2014-2016)</td>
<td>€10,000,000</td>
<td>Direct cash transfer</td>
<td>30 September 2014</td>
</tr>
<tr>
<td>2015/Fourth Replenishment Period (2014-2016)</td>
<td>€10,000,000</td>
<td>Direct cash transfer</td>
<td>31 July 2015</td>
</tr>
</tbody>
</table>
6. **Reporting.** The Global Fund shall, on a regular basis, and at least annually, 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 upon the approval and issuance by the Global Fund Board. The Global Fund will acknowledge the Contribution in relevant annual reports and/or publications. 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.

The Global Fund acknowledges that Donor may evaluate and review its relationship with the Global Fund, including the use of the Contribution, and agrees to cooperate with the Donor, and its agents, in carrying out such evaluations upon reasonable prior notification. The costs of such evaluations and reviews shall be borne by 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. **Settlement of disputes.** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Agreement.

11. **Liability.** In providing funds under this Agreement, the Donor does not intend to accept any responsibility or liability towards any third parties for any claims, debts, demands, damage or loss as a result of the implementation of the activities under the Trust Fund.

12. **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

Policy Lead on Global HIV/AIDS
Essential Services Policy Team
For the Global Fund to Fight 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 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

13. **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 otherwise agreed by the Parties, the Agreement shall remain in full force and effect through the Final Payment Date (as defined in paragraph 5).

14. **Applicability.** For avoidance of doubt, paragraph 6 shall apply as between the Donor and the Global Fund only.

15. **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. The Donor may amend the Contribution, including by reducing or cancelling any uncommitted and unpaid portions of the Contribution. Any such amendment shall be agreed upon in writing among the Parties.

16. **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 Government of Ireland, represented by the Development Cooperation Directorate of the Department of Foreign Affairs and Trade

Signed:

[Signature]

Cait Moran
Director
Humanitarian Unit

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