Multi-Year Contribution Arrangement

between

The Minister for Foreign Trade and Development Cooperation

of the Netherlands

and

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

November 7, 2014
Multi-Year Contribution Arrangement between
The Minister for Foreign Trade and Development Cooperation
of the Netherlands,
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 Arrangement (the "Arrangement"), dated November 1, 2014, is between the Minister for Foreign Trade and Development Cooperation of the Netherlands (the "Minister"), and the International Bank for Reconstruction and Development (the "World Bank" or the "Organization") 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 Minister 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 Minister 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 or multi-year contribution arrangements between individual donors and the Global Fund in order to formalize donor commitments after the announcement of pledges; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Contribution. The Minister has decided to contribute to the Organization an amount not exceeding one hundred seventy-nine million three hundred thousand Euros (EUR 179,300,000) (the "Contribution") for the period from 2014 to 2016 (the "Contribution"
Period") as a grant for the Trust Fund, to support the Global Fund to Fight AIDS, Tuberculosis and Malaria.

2. **Payment of Contribution.** The Minister will make payments in Euros according to the schedule outlined in Paragraph 4. The Minister will deposit these payments to the Trust Fund, into such bank account as will be designated by the Organization following submission of a payment request by the Organization. When making such deposit, the Minister will 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 Minister for Foreign Trade and Development Cooperation of the Netherlands for the Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria (MTO No. 069001); the Pledge Year(s) to which the Minister payment amount or parts thereof relate to; and the date of the deposit (together, such information, the "Deposit Instruction"). In addition, the Minister will provide a copy of the Deposit Instruction to the Organization'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 Minister understands and accepts that all contributions to the Global Fund will be received in the Trust Fund. The Minister understands and accepts that the Contribution will be administered by the Organization 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 Minister, and as the same may be amended from time to time. The Minister understands and accepts that the Contribution will 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 Arrangement will prejudice the provisions of the Trust Fund Agreement.

4. **Payment Schedule.** Unless otherwise decided between the Parties, the Minister will 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, 2016:

<table>
<thead>
<tr>
<th>Pledge Year*</th>
<th>Payment Amount</th>
<th>Payment Form</th>
<th>Timeline (On or before)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>EUR 73,300,000</td>
<td>Direct cash transfer</td>
<td>December 31, 2014</td>
</tr>
<tr>
<td>2015</td>
<td>EUR 53,000,000</td>
<td>Direct cash transfer</td>
<td>December 31, 2015</td>
</tr>
<tr>
<td>2016</td>
<td>EUR 53,000,000</td>
<td>Direct cash transfer</td>
<td>December 31, 2016</td>
</tr>
</tbody>
</table>

* calendar basis

5. **Additional Contributions.** Additional contributions by the Minister to the
Organization as grants for the Trust Fund may be made through amendment of this Arrangement to reflect such additional contributions.

6. Preexisting Commitments. Nothing contained in this Arrangement will be construed as a waiver or modification of any and all of the Minister's commitments to the Global Fund pursuant to earlier or preexisting pledges, if any.

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

8. Communications. The offices and officials responsible for coordination of all matters relating to the contribution and execution of this Arrangement will be as follows:

For the Minister:

Department for Social Development
Section Health and Aids
Ministry of Foreign Affairs
P.O. Box 2006
2500 EB The Hague
The Netherlands

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

Manager
Donor Government 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
Development Finance
9. **Effective Date.** This Arrangement will 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 Arrangement, the Arrangement will remain in full force and effect until all the Contribution is made or such later date as the Parties may establish.

10. **Cancellation.** In the case of the Global Fund’s dissolution and discontinuation of its activities, the Minister 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 between the Global Fund and the third parties to finance Global Fund activities for the purpose of this Arrangement, including grant operations and operating expenses. Following receipt of the instruction from the Global Fund regarding the Minister’s cancellation and the amount to be cancelled and returned to the Minister, together with a copy of the Minister’s request submitted to the Global Fund, the Organization will return to the Minister, out of the resources available in the Trust Fund, the amount so instructed by the Global Fund to the bank account designated by the Minister.

11. **Amendment.** The Parties will promptly inform each other of any event or situation which may necessitate an amendment to this Arrangement. Any such amendment will be agreed upon in writing between the Parties.

12. **Disclosure.** The Organization may disclose this Arrangement and related information on this Trust Fund in accordance with the World Bank Policy on Access to Information. By entering into this Arrangement, the Minister consents to disclosure of this Arrangement and related information on this Trust Fund.

13. **Anti-corruption.** No offer, gift or payment, consideration 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 Arrangement.

14. **Settlement of Disputes.** The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of or relating to this Arrangement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Arrangement in triplicate in English.
Confirmed and Agreed:

FOR THE MINISTER FOR FOREIGN TRADE AND DEVELOPMENT COOPERATION OF THE NETHERLANDS

By: Remco Zeew
Minister (Economic)
Date: 12-11-2011

FOR THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA

By: Mark Dybul
Executive Director
Date: 17/11/2014

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

By: Jeeyang So
Acting Director
Trust Funds and Partnerships
Development Finance
Date: 11/7/2014
While I am away from the office from November 3 to November 21, the following have kindly agreed to act on my behalf:

- Ms. Priya Basu, from November 3 to November 7
- Ms. Mei Leng Chang from November 8 to November 21

Pursuant to Section III, paragraph 5 of the World Bank Procedure on Signature Authority (effective July 28, 2014), Ms. Basu and Chang are designated to sign in the name and on behalf of the Bank/Association any document(s) relating to matters within the area of my responsibility as Director of Trust Funds and Partnerships (PTF), The World Bank.