

**FLEXIBLE-PRICE INDEFINITE DELIVERY, INDEFINITE QUANTITY AGREEMENT
FOR
SUPPLY OF GOODS**

I+SOLUTIONS CONTRACT NUMBER: I+SOLUTIONS-LTA-XXXX DATE

This Agreement shall come into effect upon the day of signature by both parties (“Effective Date”) and shall be valid until December 31st, 2022. The term of this Agreement may be extended for a further period by agreement in writing signed by the parties.

COMPLETION DATE: as above

THIS CONTRACT is by and between

Buyer

Name: Stichting iplussolutions (**i+solutions**)
Legal form: foundation
Country of Incorporation: The Netherlands,
Trade registration number: 34236288
Address: Polanerbaan 11, 3447GN, Woerden, The Netherlands
Represented by: Mr. Ed MONCHEN, CEO

AND

Vendor Name:
Legal Form:
Country of Incorporation:
Trade registration number:
Address:
Represented by:

Hereinafter: “the Parties”

Table of Abbreviations

Abbreviation	Definition
EXW	Ex Works (named place of delivery)
FCA	Free Carrier (named place of delivery)
CIF	Cost, Insurance & Freight (named port of destination)
CIP	Carriage and Insurance Paid to (named place of destination)
MOQ	Minimum Order Quantity
SRA	Stringent Regulatory Authority
WHO PQ	World Health Organization pre-qualified
RFQ	Request for Quotation
LTA	Long Term Agreement

DEFINITIONS OF TERMS IN THIS CONTRACT

When used in this Contract, the following terms, whether or not capitalized, shall have the meanings indicated:

- (1) Amendment means a writing signed by the Parties, designated as an “Amendment” and sequentially numbered, modifying the provisions of the Contract;
- (2) Associated Services means Services that are not separately priced in the Contract, but rather are deemed to be included in the Prices of the Goods with which they are associated;
- (3) Contract means all the documents listed in the Contract Form, as amended from time to time;
- (4) Recipient Country means the country or countries in which Goods will be resold and/or Services provided;
- (5) Delivered Goods means goods delivered in accordance with the applicable delivery term as modified if at all by this Contract;
- (6) Goods means all items (including without limitation supplies, equipment, parts, materials), together with all Associated Services that are not separately priced on the Contract, described in the Contract and strictly conforming in all respects to the requirements of such Contract;
- (7) Order Form and Purchase Order Form, have the same meaning and is the confirmation of an order by the buyer, to the Vendor, and stipulates the goods, quantities, price and delivery location of the supply of goods. The Purchase Order refers to this contract for all terms, conditions and agreements that are not stipulated in the Purchase Order. In any cases where terms, agreements or conditions of any kind that are made in the Purchase Order, are in contradiction with the terms and conditions in this Contract, the terms, agreements or conditions that are agreed in the Purchase Order shall prevail.
- (8) Price shall, except as may otherwise be specifically stated, mean the Total Price indicated in the Contract (covering all Goods described on the Contract, all Associated Services necessary to perform the Vendor’s obligations pursuant to the Contract, and any related Services) together with the Prices of all Goods included in any option exercised pursuant to Article 12;
- (9) Related Services means services (if any) specifically described and priced separately from the Delivered Goods;
- (10) Shelf Life means the period from the Date of Manufacture to the Expiration Date, during which full compliance of the Goods with the manufacturer’s standards is guaranteed;
- (11) Terrorism shall be as defined in the relevant Resolutions of the UN General Assembly, the UN Security Council, or in the laws or directives of the United States government.
- (12) Unit Price means the price indicated in the Contract covering, as applicable, each item of [a] Delivered Goods, along with any Associated Services, or [b] Related Services;

1. PURPOSE AND TYPE

This is an all-inclusive indefinite Delivery, Indefinite Quantity Contract for the International supply of



Delivered Goods and successful performance of all Related Services (if any) for i+solutions. The Contract is clear that unit prices for goods will be negotiated as buyer and Vendor see fit.

2. THE CONTRACT

- A. Effective Date of this Contract is upon receipt of the signed copy by both parties.
- B. Performance of the Contract shall begin on the Effective Date as defined above and continue until **December 31st, 2022**, unless both parties extend the contract beyond that date and unless the Contract is earlier terminated with a prior notice of 3 months before the expiry date.
- C. Except as may be otherwise expressly authorized herein, all revisions (including, without limitation additions, deletions and other modifications) to this Contract shall be Amendments in writing only and duly executed by or on behalf of both Parties.

The Contract consists of the following as amended from time to time:

- (a) Standard General Contract Terms and Conditions for i+solutions International Supply of Goods
 - (b) And any other documents(s), provision(s), or information referenced in any of the foregoing (whether or not the text thereof is set forth in full); each and all of which shall be deemed to constitute an integral part hereof; and, in case of conflict, their order of precedence for interpretation shall be the same.
- D. This contract will be a Long Term Agreement (LTA) and shall have an initial term starting on the Effective Date, until **DD/MM/YYYY. Thereafter, the Agreement may be** renewed for an additional period of one (1) year once the Parties agree on the conditions of such renewal.

Either Party may start negotiating such conditions ninety (90) days before a renewal term is to begin. The changes will take effect at the time of renewal.

If the Parties cannot compromise and agree in good faith to changes proposed by either Party, then the contract will remain unchanged and terminate at the end of that current term.

Even if this Agreement will not renew, all Purchase Orders that have been issued to and accepted by the Vendor shall be fulfilled to completion, and the current Clauses in each of the documents listed in Section 2C above will apply to Products and Services that have been sold to i+solutions on previously-accepted Purchase Orders.

3. ORDERING GOODS AND RELATED SERVICES

- A. Buyer reserves the right to warehouse and resell the Goods. .
- B. Any Goods and Related Services to be furnished under this Contract shall be ordered by issuance of written Purchase Order. Purchase Orders shall be issued by the person signing this Contract or such other person(s) designated in writing by the person signing this Contract. Purchase Orders may be issued at any time during the contract period of the Contract.

4. ADDITIONAL DOCUMENTS

The following documents, in addition to those mentioned in Article 4I of the Standard General Contract Terms and Conditions, shall be provided with the Notice of Readiness:

- a. Certificate of Origin;
- b. Invoice

- c. Packing List
- d. Any additional country specific required documents will be indicated in the Shipping Instructions that are shared together with any Purchase Order.

5. MISCELLANEOUS PROVISIONS

- A. The standards for product quality and delivery timeliness are 100% per product specifications and 100% delivered on time. Buyer may request the vendor to perform root- cause analyses of late deliveries and unacceptable quality within seven (7) days from the due delivery date or the date when product is identified as unqualified subject to applicable Purchase Orders. Vendor shall perform these root-cause analysis, and develop and implement a plan to eliminate excursions of quality and delivery timeliness in a timely manner.
- B. If, for any reason other than *force majeure*, Vendor's manufacturing capacity becomes constrained due to Vendor's actions including, but not limited to, maintenance outages. Vendor shall inform Buyer when such event comes to an end. In case Vendor has not fulfilled its obligations thirty (30) days after constraint event has ceased, Buyer may cancel the order (notwithstanding the provisions from Article 2 of Annex 1) and purchase the Goods from another Vendor. Vendor has the right to reject the Purchase Order if any term in the Purchase Order is not acceptable by Vendor.
- C. Vendor's Liquidated damages: The amount agreed to, and mentioned in article 4K of the Contract's Standard General Terms and Conditions is up to a maximum deduction of ten percent of the Price.
- D. Goods under the LTA shall be ordered by issuance of written Purchase Orders which may be the result of the request for quotation (RFQ) process; which invites bidders for a competitive bidding process. i+solutions intends to send an RFQ in order to solicit a firm quotation from the eligible suppliers with the intention to fulfill the specifics requirements of a customer request. The evaluation of the offers to the RFQ may be based on best value, including, but not limited to, the evaluation criteria: Price, Lead-time, Vendor Performance, country requirements (in no specific order).
- E. The price quoted by the Vendor cannot be raised before the price validity of the quoted price expires, but Vendor is able to lower their price for the quantities and destinations as indicated in the individual RFQ.
- F. All modifications and changes made under this Contract (including the Terms and Conditions and the Annexes) shall not apply for Purchase Orders already placed and confirmed with Vendor.



IN WITNESS WHEREOF, this Agreement is executed and effective as of the date set forth below.

For i+solutions, The Buyer

For XXXXXXXXXXXXXXXxx ,The Vendor

Name: Ed MONCHEN

Name:

Position: CEO

Position:

Signature:

Signature: _____

Date: XXXXXXXX

Date: XXXXXXXXXXXXXXX

i+SOLUTIONS STANDARD GENERAL CONTRACT TERMS AND CONDITIONS FOR SUPPLY OF GOODS

1. GOODS AND RELATED SERVICES

- A. Vendor shall deliver the Goods (and Services, if any), of the type, in the quantity, at the delivery date and at the price as indicated on the Purchase Order. The quality of the Goods and Services shall conform in all respects to the requirements of the Contract (including without limitation all required warranties). All Goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall, unless otherwise expressly approved by Buyer, be new; unused; non-remanufactured and non-refurbished; not previously disposed as surplus; and produced entirely from Goods meeting all of the foregoing requirements.
- B. Except as Buyer may specifically notify Vendor, no Goods (including the components thereof), services, sub-vendors or subcontractors shall be from countries under an UN embargo. Notwithstanding any of the foregoing, the origin of any of the Goods for which a specific "Origin" is indicated on the Purchase Order shall be as specified.
- C. Outside of product compliance disclosure (if any) expressly stated in the Warranty, Buyer is solely responsible for ensuring that the purchase and resale of them comply with applicable laws, regulations, or requirements, including, without limitation, any emergency mandates enacted in response to COVID-19 and Buyer shall indemnify and hold harmless Vendor from any claims, damages, losses, or costs arising out of or relating to Buyer's violation of or failure to follow such applicable laws, regulations, or requirement. Buyer agrees to comply with all applicable laws and regulations relating to the export controls of the United States, the People's Republic of China and other applicable governments as required. Buyer shall not engage in activities involving restricted items, sanctioned parties or countries and illegal use unless first obtain all required authorizations and necessary export licenses from the U.S. Government and/or other applicable governments as required.
- D. All manufacturing premises and storage locations used shall hold all required current operating licenses and shall be open to visits from inspectors appointed by the Buyer.
- E. Goods with a maximum possible Shelf Life of less than or equal 24 months shall have at least 85% of Shelf Life remaining when the packing has been completed, and goods are ready for inspection. Goods with a maximum possible Shelf Life of more than 24 months shall have at least 24 months, or 85%, of Shelf Life remaining when the packing has been completed, and the goods are ready for inspection. No Goods will be accepted which do not comply with the requirements mentioned under this paragraph.

2. PACKING, EXPORT MARKING, PREPARATION FOR SHIPMENT AND PACKAGING, STORAGE

- A. Vendor shall pack and mark the Goods for export in compliance with the requirements of this Contract and the Purchase Order as stipulated in the Shipping Instructions, as well as all applicable transportation regulations, carrier tariffs, and sound commercial practice. Without limiting the generality of the foregoing, all Goods shall be properly prepared for handling during air, sea or land shipment. Such packing must be sufficient to ensure safe arrival at destination, Packing size and weights shall take into

consideration, where appropriate, the remoteness of the Goods' destination and the absence of heavy handling facilities at some or all points during transit. Buyer and Vendor shall be responsible for complying with all Cooperating Country laws as well as sound international practices for the packaging and labeling of the Goods (including, if applicable, hazardous materials safeguards). The Buyer shall specify in the Purchase Order how the Goods will be shipped.

B. Unless instructions on the Purchase Order specify differently, Vendor shall mark each unit of export packaging with the i+solutions Purchase Order number, which is specified on the Contract Form, and shall enclose a packing list in an envelope to the goods. Damage resulting from improper packing, export marking shall be for Vendor's account.

C. No extra charge is payable by Vendor for export packaging, crating, boxing, handling, dunnage, drayage, storage, or any other action necessary to comply with the requirements of this clause unless specifically stated in this Contract or otherwise agreed to by Buyer in writing. In no event Vendor shall not be regarded as being in breach, and not be under any obligation to pay any compensation as long as that the Vendor has performed such obligations as above in accordance with this Contract or applicable Purchase Order before delivery, including without limitation, the package is not complied with but not due to Vendor's fault.

3. EXPORT AND TRANSPORTATION CLEARANCES

A. Vendor's responsibilities in connection with export and transportation clearances depend on the applicable delivery terms, and shall be as specified in the Contract Form or the Purchase Order.

4. DELIVERY AND ACCOMPANYING DOCUMENTS

A. Delivery shall be effected on the due date specified on the Purchase Order which agreed by both party, and on the basis of the delivery term specified in the Purchase Order, as such term is defined in Publication No. 620 of the International Chamber of Commerce, i.e. Incoterms 2010, and provided further that in the event of any conflict or inconsistency between this standard delivery term and any specific requirement of this Contract, the Contract shall prevail. Vendor has the right to reject the Purchase Order if any term in the Purchase Order is not acceptable.

B. The issue of partial deliveries are shall be set forth under applicable Purchase Order or friendly negotiation by both parties on case by case basis.

C. If the Vendor delivers and the Buyer receives quantities of any item in excess of the quantity called for, upon written demand, such excess quantities will either be returned at Vendor's expenses, or retained and paid for by Buyer according to the set in the Contract or Purchase Order.

D. In addition to any types of shipping documentation mentioned elsewhere in this Contract, Vendor shall promptly submit to Buyer such other types of standard documentation in connection with the Goods and Services supplied as Buyer may reasonably request from time to time in writing.

Vendor shall advise Buyer of all information concerning the Goods that is pertinent to the transportation and in-country handling and storage.

E. Vendor shall notify Buyer when the Goods are ready, in all respects, for delivery. The

Notice of Readiness, accompanied by required documentation (see Article 4I) shall be e-mailed to i+solutions Contact shown on the Purchase Order, clearly mentioning i+solutions Order Number, unless otherwise stated. Notification shall be done a few days prior to shipment, according to instructions sent with the Purchase Order. Unless otherwise stated in the Contract or Purchase Order, copies of the documents shall be sent with the Goods and original documents shall be sent to: iplusprocurement@iplussolutions.org

F. If the Purchase Order provides for delivery on an FCA basis, the Notice of Readiness shall indicate the contact person and contact details to arrange for the Goods to be collected. Buyer will endeavor to do the following, as applicable, within three working days after receipt of the Notice of Readiness: if the Purchase Order provides for delivery on an FCA basis, arrange for the Goods to be collected.

G. If the Purchase Order provides for delivery on an FCA, immediately upon receipt of an Authorization to Ship in accordance with the preceding paragraph, Vendor shall deliver the Goods in accordance with the specified delivery term as modified by the terms and conditions of the Contract.

H. The following documents shall be supplied prior to delivery regardless of the INCO term and shall be delivered together with the Goods (see Article 4F):

- (i.) Packing List;
- (ii.) Commercial Invoice;
- (iii.) Legalized Certificate of Origin; and
- (iv.) Any other document not specified at the time of the execution of the Agreement shall be indicated in the Purchase Order prior to its acceptance by Vendor.

The requirements to a proper invoice are described in Article 6.

I. Buyer will secure any necessary licenses, approvals, permits, and other authorizations, and effectuate the required customs clearance, needed for the importation of the Goods at destination. Vendor shall provide all reasonable assistance toward performance of Buyer's responsibilities. Any delay in such performance solely due to Buyer's fault shall be considered a default of Buyer, and therefore grant Vendor, the right to demand payment of damages related to any actual direct loss or expense that may result.

J. Any delay in delivery solely due to Vendor's fault beyond sixty (60) days from the agreed date of dispatch shall be considered a default of Vendor, and therefore grant Buyer, the right to demand payment of damages related to any actual direct loss or expense that may result.

K. Vendor's Liquidated Damages: Vendor acknowledges the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that will be suffered in the event of delayed performance. In view of the foregoing, if Vendor fails to issue a Notice of Readiness for the entire quantity of Goods, in strict compliance with all specifications and other Contract requirements, by the date(s) specified in the Purchase Order, the Buyer may request the Vendor to pay, without prejudice and in addition to specific performance under the Contract, as liquidated damages of half of one percent (0.5%) of the order value per week past the first week late, up to a maximum of five percent (5%) of the order value. In case, specific performance becomes unavailing, both parties agree that other remedies available at law or in equity shall be used together with liquidated damages as outlined under this paragraph. The Parties agree that this sum represents a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm that this amount has been specifically negotiated and mutually agreed upon. Once

the maximum deduction has been reached, either party, in addition and without prejudice to any other termination right set forth in the Contract, unilaterally terminate this Contract for default.

5. PRICE

A. The Total Contract Price specified in each Purchase Order shall constitute the maximum ceiling for both Parties' potential liability to the other for any and all reasons whatsoever in connection with or resulting from any particular Purchase Order. In no circumstances will the maximum ceiling of the both Parties' potential liability exceed the value of the Contract.

6. INVOICING AND PAYMENT

A. Invoices and payments shall be in United States Dollars (unless otherwise agreed upon in the Purchase Order),

B. Vendor shall submit proper invoices to Buyer for Delivered Goods and Related Services that have been successfully performed, in accordance with any directions stipulated in the Contract, and, to the extent not specified therein, with the provisions of this Article. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information:

- (1) Vendor name, invoice date, and delivery date (for Delivered Goods) or performance date (for Related Services), as applicable;
- (2) Complete account and bank's SWIFT information if payment by means of electronic funds transfer is preferred per Paragraph D below;
- (3) i+solutions Order number, as mentioned on the Purchase Order;
- (4) Description of each type of Delivered Goods and Related Services included in the invoice, together with the applicable Unit Price, quantity delivered, and extended line item price;
- (5) Vendor certifies that the invoice is correct.

C. Buyer will promptly review invoices submitted to determine whether they are proper invoices or not. Invoices determined to be proper will be paid by Buyer as specified in Article 6. Invoices determined not to be proper due to the existence of deficiencies will be returned to Vendor, generally within three (3) business days of submission, with major deficiencies noted for correction.

D. Payment(s) shall be made by the Buyer to Vendor in accordance with the Prices stipulated in the Contract (Form). Invoices determined to be proper will generally be paid according to the conditions in the purchase order.

E. If payment(s) will be made electronically, invoices shall be sent to:

Stichting i+solutions
Attn: Finance Department
e-mail: invoicesPSA@iplussolutions.org

Vendor shall be solely responsible for providing Buyer with correct wiring information. Both Parties shall be responsible for insuring that they have secured IT systems.

7. QUALITY ASSURANCE (INSPECTION AND ACCEPTANCE)

- A. Vendor shall only deliver and tender for acceptance those Goods that strictly conform to specifications detailed in Annex I (“Product Specifications”). Buyer reserves the right to inspect or test any Goods or Services that have been delivered and tendered for acceptance according to the specifications detailed in Annex I (“Product Specifications”).
- B. Acceptance should be done before the Goods pickup from Vendor under EXW, and before the Goods are delivered to the carrier under FCA. The Buyer shall specify in the Purchase Order which shipment method will be used.
- C. Any sampling, inspection and testing of the Goods allocated to Buyer including, without limitation, physical inspections of the production, warehousing and other facilities involved, the product packaging and labeling; inspection and review of manufacturing records, analytical reports and documentation; and product sampling and testing should be conducted by an independent agency designated by Buyer and agreed upon together with Vendor. In such cases, with prior confirmation with Buyer about the purpose, result, measures and the process of testing, Vendor will cooperate fully with Buyer, the independent agent and take such steps and supply such information as may be needed.
- D. Quality control test should be conducted by an independent agency designated by Buyer and agreed upon together with Vendor. The quality control test will be in accordance to the specificities outlined in Annex I (Product Specifications). The vendor will replace the non-compliant products without cost to i+solutions, but only if the tested sample is taken before pick-up of the goods.

8. TITLE AND RISK OF LOSS OR DAMAGE

- A. Vendor shall ensure that title to Goods delivered and supplied hereunder shall pass directly to the Buyer upon transfer of the goods to the carrier appointed by Buyer provided both parties are subject to 6G.

9. VENDOR WARRANTIES

- A. All Goods delivered and Services rendered hereunder shall be covered by the Manufacturer’s standard international warranty
- B. In addition and without prejudice to Paragraph A above, Vendor warrants that the Goods and Services delivered and rendered hereunder are merchantable and fit for use for the particular purpose described in this Contract (or, if no such purpose is specifically described, for the purposes for which the Goods or Services, as applicable, are ordinarily used).
- C. Vendor also hereby expressly warrants that all Goods (including without limitation their parts) and Services supplied, as applicable
- (1) conform to specifications detailed in Annex I (“Product Specifications”);
 - (2) are free of latent defects, which may result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Goods;
 - (3) will, to the extent found to be in breach of any warranty specified in this Contract, be removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Goods and Services, extending for

- the remainder of the original warranty period;
- (4) ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and Buyer-approved technical equivalent agreed by both parties; and
 - (5) are covered by intellectual property licenses, patents, permissions, or rights which will not infringe the intellectual property rights of any third person, and which, being granted to Buyer pursuant to this Contract, will be adequate to ensure that they may freely use the Goods free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment. Vendor shall notify the Buyer of any patent or other IP infringement claim filed or to its best knowledge threatened or pending in respect of the Good in any of the Recipient Country(ies), relevant to the applicable Purchase Order at the time of indicating its ability and willingness to supply the Good. Under friendly negotiation, Buyer have the option to proceed or cancel the Contract (represented by Purchase Order

D. The period of all warranties set forth in this Article or in any other provision of the Contract shall be from the Date of Manufacture to the Expiration Date.

E. If any Goods or Services supplied hereunder are defective or otherwise do not meet the warranties in compliance with specifications detailed in Annex I (“Product Specifications”) or otherwise applicable at any time during the warranty period, The remedies the Buyer and/or Principal Recipient are entitle to recourse to after notifying the Vendor are as below, on case by case basis :

- (1) reject the affected item(s);
- (2) reject the affected item(s) and require prompt correction or replacement (freight prepaid)at Vendor’s sole expense when necessary;
- (3) retain it/them at a equitably adjusted price; or
- (4) require Vendor to provide, if available, corrections in the form of field change order kits (including components, instructions and other necessary materials) from Vendor so that Buyer or its designee may make necessary changes or repairs. Repaired or corrected items shall be subject to the same warranties as if they were new. While returned item(s) are in Vendor’s possession and while in transit during return to Vendor and reshipment to or as directed by Buyer, all reasonable risks and costs of loss, destruction or damage shall be determined on case by case basis.

Vendor shall indemnify, defend and hold harmless Buyer and/or Principal Recipient from direct losses resulting from the defect arising solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Goods under specifications detailed in Annex I “Product Specifications”, as long as the Goods are within the period from the Date of Manufacture to the Expiration Date. In case of dispute about status of Good, status will be evaluated by a mutually agreed upon laboratory, using agreed upon reference standards and methods.

F. The Buyer shall submit undisputed warranty claims to Vendor within twenty **(20) days** after discovery of any breach, indicating the nature and date of the claim.

G. Vendor shall promptly respond to any problem reported by the Buyer by making changes in the Goods or their manufacturing processes if necessary, so that further Goods to be delivered to the client and/or Buyer shall be as warranted herein. If Vendor becomes aware of any non-conformance to any warranty relating to the Delivered Goods, Vendor

shall promptly notify Buyer thereof in writing.

Buyer shall have the right, after confirming with the Vendor on case by case basis, to stop further deliveries of Goods from Vendor for any such good for which an unconformity, defect, or any matter that shows unconformity to the warranties subject to specifications detailed in Annex I (“Product Specifications”), and in such event Buyer shall advise Vendor of Buyer’s best identification and assessment of the problems. Further deliveries of Goods shall not be made to Buyer until and unless Vendor has corrected the specified areas of non-conformance in the Goods, or Buyer authorizes in writing the shipment of such Goods pending Vendor’s correction. Buyer’s actions pursuant to this Paragraph shall not be deemed to constitute a change order.

10. SERVICE BULLETINS, RECALLS, AND COUNTERFEITING NOTICES

A. Vendor shall promptly on issuance provide the Buyer with any service bulletins, safety notices and recall notices etc. issued by Vendor (or, if the Vendor is not the manufacturer, by the Manufacturer) either directly or via the Manufacturer’s local agent, if any.

B. Vendor shall promptly provide the Buyer with written notice (including all pertinent particulars) regarding instances that may come to its attention by whatever means of possible counterfeiting, piracy, or unauthorized sales by third parties of diluted, adulterated, impure, misbranded, mislabeled, unsafe, ineffective, inefficacious, or otherwise non-standard items of the same type and brand as the Goods supplied in the Recipient Countries.

11. CHANGE ORDERS

Buyer may within three days from the confirmation of the Purchase Order by written order specifically designated as a “Change Order,” require changes within the general scope of the Contract. Vendor shall perform any such changes so ordered upon approval of the change order by both parties. If Vendor interprets any Buyer communication as a Change Order, but the communication is not specifically designated as a “Change Order,” Vendor must secure written confirmation before performing or lose the right to seek any equitable adjustment. Any disagreement between the Parties pursuant to this Article shall be resolved in accordance with the Disputes provision herein.

12. OPTION FOR INCREASED QUANTITY

Unless this is an Indefinite Quantity Delivery type of Contract, and if so provided in the Contract Form, the Buyer may increase the Goods and/or Services called for by the quantity and at the unit price(s) specified. The Buyer may exercise this additional option by dispatching written notice to the Vendor within the period of time stipulated in the Contract. Delivery of the added Goods or performance of the added Services, as applicable, shall be subject to the terms and conditions of this Contract except as the parties may otherwise agree in writing.

13. TERMINATION, SUSPENSION, AND OTHER REMEDIES

- A. The Parties may terminate this Agreement, by written notice having immediate effect if the other Party:
- a. Materially breaches any provision of this Agreement and, if the breach is capable of remedy, fails to remedy such breach within thirty (30) days after written notice from the other Party requiring it to do so;

- b. Ceases to carry on its business relevant to the Services or becomes insolvent, is dissolved or liquidated, files or has filed against it a petition in bankruptcy, dissolution or liquidation or similar action filed against it; or
 - c. Damages (in its reasonable opinion) any of that Party's' brands or reputation.
- B. Upon the expiry or termination of this Agreement for any reason, the Vendor:
 - (a) shall promptly return to Buyer all Confidential Information in recorded form in its possession or under its control and delete (to the extent possible) all Confidential Information on any computer or other device containing such information and confirm such deletion in writing to the disclosing party, provided it shall not be required by applicable law.
 - (b) shall fulfil all Purchase Orders issued prior to the expiry or termination of this Agreement.
- C. Both Parties' rights and remedies pursuant to this Article shall not be deemed to be exclusive and are in addition and without prejudice to any other rights and remedies provided by law, Contract, or equity, or otherwise under this Contract.
- D. Termination of this Contract shall not affect the existing rights which shall survive such termination.
- E. Notwithstanding termination or suspension as above, Vendor shall, unless otherwise specifically instructed in writing by Buyer, continue performance of any unterminated or unsuspended portion of the Contract.

14. NOTICES

- A. Contract notices shall be in writing, manually signed by the notifying Party's authorized representative, and e-mailed to iplusprocurement@iplussolutions.org.

15. DISPUTES

Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or invalidity thereof (a "Dispute"), shall unless settled amicably by direct negotiation, be settled by conciliation according to such procedure as may be agreed between the Parties. In the event of failure of the Parties to agree on a conciliation procedure or to settle the Dispute by conciliation, the Dispute shall be settled in accordance with the provisions of The Netherlands as may be decided by the Parties. If a Dispute is settled by arbitration, the arbitration shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. There shall be one arbitrator. The language of the arbitration shall be English. The place of arbitration shall be Amsterdam, The Netherlands. The Parties shall accept the arbitral award as final. Any settlement pursuant to this Article shall not prevent the Vendor from initiating summary proceedings before the competent courts in the relevant jurisdiction and request for injunctive relief.

16. BUYER'S DISPOSITION RIGHTS

Vis-à-vis Vendor (or the Manufacturer, if different from the Vendor), Buyer shall have the right, in their sole discretion, to dispose of the Goods supplied under the Contract in any lawful manner including without limitation donation, use, resale, or re- export. Such disposition shall not require

the approval or consent of Vendor, nor shall it be deemed to give rise to any claim by Vendor (or the Manufacturer, if different from the Vendor) against Buyer or the international donor for compensation or otherwise of whatever nature.

Buyer will seek Vendor's approval to the maximum extent practicable before re-exporting the Goods outside of the Recipient Countries.

17. CONFIDENTIAL INFORMATION AND DISCLOSURE

A. Information which either Party may disclose to the other shall not be deemed to be confidential and shall be acquired free from any restriction, unless the information is proprietary to the disclosing Party and, if it is disclosed in tangible form, the disclosing Party marks such information as "Proprietary," "Restricted," or "Confidential." Any confidential information disclosed verbally must be expressly identified as confidential at the time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as aforesaid, delivered to the receiving party within ten (10) days of the verbal disclosure. When a writing contains both confidential and non-confidential information, the disclosing Party shall specifically note which information is deemed confidential.

B. Each Party shall exercise the same degree of care to avoid the publication or dissemination of the other Party's confidential information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated. Confidential information disclosed under this Contract shall only be used by the receiving Party in the furtherance of this Contract and the performance of its obligations hereunder.

C. The obligation of the Parties not to disclose confidential information shall survive the expiration, termination or cancellation of this Contract. However, neither Party shall be obligated to protect confidential information of the other which: (1) is rightfully received by the receiving Party from another person without restriction; (2) is known to or developed by the receiving Party independently without use of the confidential information; (3) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party; (4) has been or is hereafter furnished to others without restriction on disclosure; or (5) is known or available to the receiving Party by inspection or analysis of products available in the market.

D. The obligation not to use or disclose said confidential information shall end five (5) years after the date of receipt of said confidential information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in Paragraph C, above.

Buyer shall be permitted to disclose confidential information to its affiliated entities, third parties and others, including its Client, in furtherance of the Project; provided, however, that such affiliated entities, third parties and others agree to protect such information to the extent provided herein.

E. Vendor hereby authorizes Buyer to incorporate Vendor's (and, if the Vendor is not also the Manufacturer, the Manufacturer's) provided Proprietary Information in submissions to the client provided that it bears an appropriate restrictive legend.

18. INDEPENDENT CONTRACTOR

The Parties acknowledge that the relationship between them pursuant to this Contract is that of independent contractors, and nothing contained herein shall be deemed to create a

relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party. Nothing in this Agreement shall create a joint venture, partnership or agent and dealership relationship between the parties. No licenses or other rights are granted or conferred under this Agreement, express or implied, under any patents, brand, copyrights, trademarks or any other intellectual property rights. Nothing in this Agreement shall, either expressly or implicitly, be construed as a promise or understanding by either Party to enter into any agent and dealership relationship or arrangement

19. GOVERNING LAWS, REGULATIONS, AND LANGUAGE

- A. Vendor shall, in performing its obligations pursuant to this Contract, comply with all applicable statutes, rules, regulations, as well as all other applicable laws and regulations.
- B. This Contract, its making and performance, and the circumstances surrounding all of the foregoing, shall be interpreted in accordance with the laws in effect in The Netherlands without regard to its conflicts of law principles.
- C. The language governing this Contract, its interpretation, notices, disputes, and any other communications relating or pursuant hereto, shall be English.

20. PROBITY

Each Party shall strictly ensure that it and its officers, directors, employees, agents, consultants and subcontractors avoid (1) any action in violation of (or that might reasonably be considered to be in violation of) Dutch Government, Originating Country, Recipient Country or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (2) any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of the other Party) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution or administration), to the actual or potential detriment of the other Party, or the Recipient Countries. If an issue should arise concerning compliance with this Article, the concerned Party shall immediately provide the other Party with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by the concerned Party as of that date, and any corrective actions proposed. Failure to respond promptly and appropriately to such issues may be treated by the non-breaching Party as a material Contract breach. Each Party shall indemnify and hold the other harmless for any costs, delays, losses, damages or other liabilities (including without limitation reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with investigations) incurred by the non-breaching Party as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

21. INDEMNITIES

- A. Vendor shall indemnify and hold harmless Buyer and its officers, directors, employees and agents from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property, including without limitation any loss of use, and any product liability or similar claim, arising from the violation of warranties of the Goods under this Contract and applicable Purchase orders by Vendor or Vendor's employees, the Manufacturer (if different from the Vendor), other sub-vendors and, subcontractors, or their officers, directors, agents and employees, including non-compliance by such manufacturers or suppliers with any technical requirements applicable



to any product supplied.

B. Vendor shall indemnify Buyer and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this Contract, provided that Vendor is reasonably notified of such claims and proceedings.

C. Buyer shall indemnify, defend and hold the Vendor, its directors, officers and agents harmless against any claims, liabilities, damages, losses, judgments, and/or other expenses (including but not limited to reasonable attorney's fees and court costs) arising out of or resulting from the negligence or misconduct, or breach of the provisions of this Agreement by Buyer.

D. Expiration or termination of this Agreement for any reason shall not release either Party from any liability which at such time has already accrued or which thereafter accrues from a breach or default prior to such expiration or termination, nor affect in any way the survival of any other right, duty or obligation of either party which is expressly stated elsewhere in this Agreement to survive such termination or expiry.

22. RELEASE OF INFORMATION

Both Parties news release, public announcement, advertisement or publicity concerning this Contract or the other's relationship with either party will be subject to prior written approval of the other. Both Parties shall not disclose any information relating to this Contract to any person not authorized by the other to receive it.

23. COMPLIANCE WITH CODE OF CONDUCT AND APPLICABLE LAWS

Vendor acknowledges that it has been informed that i+solutions employees are required to observe the i+solutions internal code of conduct (Annex II) . The Vendor shall be obliged to respect the rules and guidelines contained in the code of conduct in its dealings with i+solutions employees.

24. NOTICE OF DELAY OR IMPEDIMENT

Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Vendor's timely and successful performance under the Contract, Vendor shall promptly give notice thereof, including all relevant information with respect thereto, to Buyer.

31. TERRORISM.

Either Party will ensure that resources received by them under this agreement are not used to support or promote violence, aid terrorists or terrorist-related activity or fund organizations known to support terrorism.

32. NON-WAIVER

Buyer's failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition or the future exercise of such right.

33. SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Contract had been executed with the affected provision eliminated.

34. SURVIVAL OF PROVISION

In addition to the rights and obligations which survive as expressly provided for elsewhere in this Contract, the other provisions which by their nature should survive shall survive and continue after any termination or cancellation of this Contract.

35. ASSIGNMENT

Vendor shall not assign or transfer, in whole or in part, any of its rights or the performance of its duties under this Contract, or any of the monies due or to become due hereunder, without Buyer's approval. Any assignment or transfer entered into by Vendor without such approval shall be null and void as against Buyer unless ratified by Buyer. Buyer reserves the unilateral right to assign the Contract, and any or all rights, obligations and claims there under or relating thereto, at any time or from time to time during the Contract Term, without Vendor's consent but with written notice to Vendor.

36. LIMITATION ON DAMAGES

If a claim for damages or a right to any other form of relief, based on contract, indemnity, negligence or otherwise should arise in connection with this Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described. In no event shall Buyer or Vendor be liable for consequential damages.

37. EXCLUSIVE AGREEMENT

This Contract is the exclusive agreement between Buyer and Vendor pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding on Buyer.

38. VENDORS WHO ARE NOT THE MANUFACTURERS OF THE GOODS

Vendors who are not also the Manufacturers of the Goods being supplied shall fully comply with the requirements of the Contract themselves. In addition, they shall also be responsible for requiring the actual Manufacturers to comply with the extent specified in the Contract or otherwise as necessary to ensure the Vendors' own compliance.

39. FORCE MAJEURE

"Force Majeure", as used in this Agreement, means an event beyond the control of a Party, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable, and which renders the implementation of the Agreement by such Party wholly or partially impossible. Force Majeure event includes, without limitation, acts of God, earthquakes, hurricanes, tsunamis, storms, floods, riots, fires, sabotage, embargo, civil commotions, interference by civil or military authorities, acts of war (declared or undeclared), acts of terrorism or failure of energy sources, financial crises.



In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence if that Party is thereby rendered unable, wholly or in material part, to perform its obligations and meet its responsibilities under this Agreement and that Party shall be relieved of these obligations and responsibilities for so long as such circumstances prevail.

If a Party is rendered permanently unable, wholly, or in material part, by reason of Force Majeure to perform its obligations and meet its responsibilities under this Agreement, the other Party shall have the right, but not the obligation, to terminate this Agreement with immediate effect.

Each Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon their performance of this Agreement and all outstanding Purchase Orders. Upon completion of the event of Force Majeure the Party affected must notify as soon as possible the Buyer and when reasonably practicable recommence the performance of its obligations under this Agreement and all outstanding Purchase Orders. An event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of the event. If a Force Majeure event causes a material failure or delay in the performance of the Purchase Order for more than thirty (30) consecutive days or may be expected to last longer than thirty (30) consecutive days, then Buyer may, at its option, and in addition to any rights Buyer may have, procure such Goods from an alternative source until Vendor is again able to perform in accordance with the contract terms.

Annex I: SPECIAL PURCHASE CONDITIONS

The following Special Purchase Conditions shall supplement i+solutions General Terms and conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

1. Quality Assurance (Inspection and Acceptance)

Quality test results for all products may **not** be disclosed to the public by i+solutions until it has notified the supplier of the results and there is no dispute as to the validity of the results, and seller agrees to publication.

Both parties agree to reserve samples for every batch of products (hereafter The Sample), any dispute on the quality of the products with the Supplier will be resolved by sending The Sample of the same batch of the disputed products to an independent laboratory identified as agreed by i+solutions and the Supplier whose findings shall be conclusive.

i+solutions will facilitate sampling and testing and directing samples to the testing laboratory or testing agency of any kind but such laboratory and agency shall be competent and agreed by the Parties before all sampling and testing and directing .

In the event that quality control test results show that the product sample does not comply with the specifications and tests methods for the products in question, the vendor will replace the non-compliant products without cost to i+solutions or its clients.

i+solutions reserves the right to not purchase goods from any supplier if its product is the subject of a dispute over quality control tests.

2. Cancellation or Changes to Purchase Orders

Buyer is only entitled to cancel a Purchase Order thirty (30) days before the INCO date. Passed that timeframe Buyer will no longer be able to cancel any Purchase Order.

Any dispatched order may not be cancelled.

Either Party may terminated the relevant Order Form(s) or any part of the Services thereunder immediately by written notice to the other Party if:

- a. The other Party is in material breach of any of its duties or obligations under the Order Form and such material breach is not capable of remedy or, if the breach is capable of remedy, the other Party has failed to cure it within thirty (30) days of notice requiring it to do so.
- b. It would be in violation of any law or order which would mandate termination of the Order Form(s), within an applicable jurisdiction.

3. Performance Monitoring of Suppliers

Each vendor is expected to:

1. respond to inquiries from i+solutions within 3 working days

2. provide timely, complete, and accurate documentation required for movement of goods and importation of goods into destination countries
3. deliver products on or before delivery dates on purchase orders
4. submit proof of delivery to destination within five (5) days of delivery if so requested
5. communicate regular updates on status of orders and anticipated product availability based on Buyer's request.
6. inform i+solutions immediately on receipt of any communication from regulatory authorities that impacts the status of any dossier under review.

4. Audit

The Vendor shall maintain books and records in accordance with the generally accepted accounting standards in his country of registration. Such books and records each must be kept in the possession of the Vendor for 3 years from the date of issue. However, this article shall by no means be interpreted as authorizing and/or and parties an audition right without receiving a consent in written form from the Vendor against a written form of audition request.

5. Insurance

The Vendor will maintain liability insurance covering products and the Vendors activities in connection with this Agreement, including the activities conducted by its subcontractors and authorized agents in accordance with this Agreement, during for products supplied, until delivery to the buyer, on whichever Incoterm applicable, is completed.

6. Code of Conduct and compliance with Law

- a. The Supplier warrants that it complies with the Global Fund's Code of Conduct for Suppliers as amended from time to time (as currently published on the Global Fund's website at https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf?u=636486807110000000), which is applicable and forms an integral part of these Terms and Conditions.
- b. The Supplier represents and warrants to i+solutions that the products are designed, processed, produced, manufactured and will be delivered, and/or that the services will be performed, in compliance with all applicable laws and regulations (including, without limitation, environmental, health and safety laws and regulations, laws, regulations and approvals governing the manufacture of the products and any i+solutions policies for guidelines on the environment and banned substances from time to time informed to the Supplier). Except as i+solutions may specifically notify the Supplier, no products (including the components thereof), services, subcontractors shall be from any US sanctioned country or entity as updated in this link: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

Annex II: Agreed Product Specifications

The following agreed specifications per products shall accompany the Long Term Agreement as agreed by both parties.

Product	Applicable standard / minimum specification
Protective Coverall:	<p>Medical Protective Coverall Type 4B/3B, CE per Directive R2016/425 EN 14126: 2003, EN14605: 2005+A1:2009</p>
Alcohol based hand sanitizer	<p>Alcohol hand sanitizer. Portable hand antiseptis for personal use. Not aggressive to the skin. Not less than 60% alcohol bottle, squeezable or with sturdy closing flip-cap.</p>
Protective face shield	<p>CE certified. EN 166:2001 / EU: 2016/425</p> <p>Made of clear plastic and providing good visibility to both the wearer and the patient. Adjustable band to attach firmly around the head and fit snugly against the forehead, fog resistant (preferable). Completely covers the sides and length of the face. May be re-usable (made of robust material which can be cleaned and disinfected) or disposable</p>
Protective goggles	<p>CE certified. EN 166:2001 / EU: 2016/425</p> <p>Good seal with the skin of the face, Flexible PVC frame to easily fit with all face contours with even pressure, Enclose eyes and the surrounding areas, Accommodate wearers with prescription glasses, Clear plastic lens with fog and scratch resistant treatments, Adjustable band to secure firmly so as not to become loose during clinical activity, Indirect venting to avoid fogging, May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable</p>
Particulate respirator fluid resistant surgical	<p>Fluid resistant respirator:</p>

	<p>Good particle filtration (minimum 94% or 95%), good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped), may be tested for fluid resistance (NIOSH/FDA surgical N95, EN 149 FFP2+Type IIR, GB 19083 Grade/Level 1)</p> <ul style="list-style-type: none"> • NIOSH 42 CFR 84, FDA minimum "surgical N95" • EN 149, minimum "FFP2" and EN 14683 Type IIR • GB 19083, minimum "Grade/Level 1",
Particulate Respirator non-fluid resistant	<p>Non-fluid resistant respirator</p> <ul style="list-style-type: none"> • NIOSH 42 CFR 84, minimum "N95" • EN 149, minimum "FFP2" • GB 2626, minimum "KN95" <p>Good particle filtration (minimum 94% or 95%), good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped)</p>
Surgical Face Mask	<p>Surgical face mask, good breathability, internal and external faces should be clearly identified. EU MDD Directive 93/42/EEC Category III or equivalent. EN 14683 Type IIR certified</p> <p>Fluid resistant</p>
Surgical Gown Single Use	<p>Medical use Single-use, isolation gown length mid-calf. EN 13795 any performance level</p> <p>EN 556, if sterile</p>
Isolation Gown Single Use	<p>AAMI PB70 (Level 1-3 or ASTM F3352 or AAMI PB70 Level 4 or ISO 16604 Class 5</p>
Nitrile examination gloves	<p>Gloves, examination, nitrile, powder-free, non-sterile, single-use Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large.</p> <p>EU PPE Regulation 2016/425 Category III.</p> <p>EN 455 certified .,</p>

	<p>Minimum 230mm total length. Minimum thickness 0.05mm</p>
<p>Latex examination gloves</p>	<p>Gloves, examination, latex, powder-free, non-sterile, single-use Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large.</p> <p>EU PPE Regulation 2016/425 Category III.</p> <p>EN 455 certified</p> <p>Minimum 230mm total length). Minimum thickness 0.05mm</p>
<p>Gloves, surgical, sterile</p>	<p>Gloves, surgical, nitrile (preferable), latex, polyisoprene, or polychloroprene, sterile, powder-free, single use.</p> <p>Gloves should have long cuffs, reaching well above the wrist, ideally to mid- forearm. minimum thickness 0.10mm.</p> <p>Sizes ranging 5.0 - 9.0</p> <ul style="list-style-type: none"> • EN 455, or ASTM D3577 <p>Sterility</p> <p>EN ISO 11607</p>

Annex III: Code of Conduct

I+ Solutions Codes of Conduct 2019

Policy number: 2

Drafted by: Claire Dechambre

Responsible person: TBD

Version: 3.2

Approved by board on: date

Scheduled review date: October 2019

Introduction

Working in a professional manner is sustaining a business-like environment. We are a diverse team of people from different professional and cultural backgrounds. As a team, it is important to interact with each other in a respectful and open manner for a fruitful cooperation. While we are a result-focused organization, it is important to keep sight of the exchanges we have with our colleagues, clients, suppliers, and (sub-)contractors and to be relation-focused as well. At i+solutions cooperation is key, and we do not operate in silos. i+solutions is committed to international principles of good corporate governance. The organization role is to play a leading role in the health sector based on sound governance. Good corporate governance can be seen as a tool for the development of the organization's activities through better management, greater availability of knowledge and resources, lower cost of capital and development of human capital in the interest of the goals set by i+solutions. .

Scope of the Policy

The purpose of this policy is part of the overall governance structure of i+solutions. As part of the governance structure, i+solutions, a not-for-profit foundation, commits itself to the principles of good governance of the "SBF-code voor Goed Bestuur (replacement of the so-called 'Code Wijffels') for charities and ngos'. Further all i+solutions employees, suppliers and (sub-)contractors are bound by this i+solutions code of conduct as well as relevant project codes of conduct to which they are seconded and also the other i+solutions policies such as the anti-harassment and whistle-blower policy. Also, within this policy is integrated the Employee Code of Conduct in regard to organisation way of working, culture, and expected professional behaviour.

Organization Code of Conduct

1. Objectives

This code of conduct has been drawn up to position i+solutions clearly to our clients, partners and staff.

i+ solutions has identified the following main objectives;

- To maintain a balance in its activities and undertakings whilst ensuring adherence to the goal of the organization;
- To develop long-term business relationships with its clients and partners. These relationships are based on the principle of fair and honest dealings.
- To develop a professional and friendly work environment for employees.

In addition, governance for i+ solutions will be based on the following:

- Enhance stakeholders value
- Ensure sound financial viability
- Provide the process and structure through which the organization and projects executed under its

responsibility will be directed and managed

- Attract work and clients and develop activities which support the ultimate aim of the organization as laid down in the statutes.
- All activities undertaken are expected to contribute to the organizations overall principles, e.g. improving access to affordable health care and health products in low and middle income countries.

2. The Board

- The i+solutions Supervisory Board is responsible for setting the company's strategic direction.
- For the management of the organization an Executive Board (Management Team, CEO and Supervisory Board) is established;
- The Executive Board is responsible for code of conduct that addresses issues relating to conflicts of interest;
- The Executive Board will be responsible for identifying risk areas. These issues will be monitored regularly;
- The Executive Board will also aim to conform to the governance principles while simultaneously performing in an innovative and entrepreneurial way. Besides it will maintain a sound system of internal control.

3. Transparency and accountability

i+solutions strives for openness and honesty internally and towards its donors and other stakeholders. As such i+solutions is transparent in all its dealings with governments, donors, beneficiaries, partners and other interested parties. However, some exceptions exist for personal matters and some information not allowed to be shared because of confidentiality constraints. i+solutions' basic financial information, governance structure, activities and listing of employees is available on the website via the link www.iplussolutions.org. More detailed information can be found in the Annual Report which, upon request, will be shared with stakeholders.

4. Compliance and Legality

i+solutions will not engage in any activities that are illegal under the laws of the country of its incorporation or the countries where it operates.

4.1 Within i+solutions the universal human rights are respected and honored. We embrace clear standards on employees' and human rights. In general, harassment, bullying and discrimination, child and forced labor and other human rights violations are not accepted. Moreover, i+solutions adhere to the ETI base code of human rights, as attached in Annex I, and requires its suppliers and (sub-) contractors to do the same.

4.2 We are strongly opposed to, and not willing to partner to, corruption, bribery, and any other financial improprieties or illegalities. All our employees and contractors are required to prevent fraud within i+solutions and to report any fraud or suspicion of fraud. i+solutions expects its partners to hold their own suppliers to the same standards. A whistleblower policy has been enacted which describes the process flow to report (in confidentiality or not) any misconduct either internally through the line manager, HR; and/or externally through the confidential counsellor ('*vertrouwenspersoon*'). In case the wrongdoing (within the staff, governing body, contractors or partners) is confirmed after investigation, corrective measures are taken (for example, disciplinary measures, dismissal, cancellation of contract, etc.).

5. Conflict of Interest

5.1 A conflict of interest exists where the interests or benefits of a person, or its relatives or significant others, conflict with the interests or benefits of i+solutions and/or its clients. This can result from:

- Work relationship. Having previously worked for a supplier, (sub-)contractor or competitor can impact decision making in the current position. In addition, having relatives or significant others currently work for a supplier, (sub-)contractor or competitor can also impact decision making by the employee.
- Business interest. Having a business interest by either the employee or its relatives and/or

significant other can impact decision making by the employee.

Relatives include spouses, siblings, children, (grand-) parents, aunts, uncles, nieces, nephews, cousins, step relationships, and in-laws. Significant others include persons living in a spousal (including same sex) or familial fashion with an employee.

While working within the i+solutions, all employees and contractors will put organizational goals before personal goals, and put the best interests of the organization ahead of all individual desires. No manager/director will participate in deciding a matter directly impacting him/her (for example, salary, etc.).

5.2 Each employee or contractor is to disclose all potential and actual conflict of interest, including each institutional affiliation he/she has that might possibly involve a conflict of interest. Such disclosure does not preclude or imply ethical impropriety. Furthermore, Existence of any relationship as described in paragraph 5.1 above does not disqualify an employee from been recruited, but should be disclosed. In case the employee's personal situation changes and he/she encounter any doubts towards potentially entering in conflict of interest, the employee has to report/seek for advice to HR.

6. Funding and Accountability

6.1 i+solutions shall only accept funding that is consistent with its mission, does not compromise its core principles, and does not restrict its ability to address relevant issues freely, thoroughly and objectively.

6.2 We do not tolerate any unethical activities such as double funding for one project, diversion of dedicated funds to uses other than the project for which the funds were approved. All i+solutions staff, representatives, suppliers and (sub-)contractors shall use the funds and properties of i+solutions and/or its clients in an appropriate and manner and avoid misuse (incl. private use) or theft.

6.3 Based on the agreements with our various partners, i+solutions will produce timely reports on the use and management of funds. At the end of the year i+solutions will publish its year ends results and projects undertaken and/or finalized.

7. Culture

As an organisation i+solutions strives for a respectful work environment in which people feel empowered by sharing knowledge, expertise and so motivated to perform to their best capabilities. Embracing diversity and having a transparent attitude towards its ways of conducting business, i+solutions has set up comprehensives principles on how to best work together in order to facilitate the day to day operations, see Annex II.

14. Control Mechanisms

i+solutions has put in place several operational policies in order to ensure that all staff members, (sub)contractors, external consultants and suppliers have at their disposal the necessary information to operate in an ethical, fair and professional environment on all locations i+solutions operates. These are:

- Terms of Employment
- Anti-harassment & bullying policy
- Whistle-blower policy

ANNEX I To the Code of Conduct: Ethical Trading Initiative Base Code

The ETI Base Code

1 Employment is freely chosen

- There is no forced, bonded or involuntary prison labour.
- Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

2 Freedom of association and the right to collective bargaining are respected

2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

- 2.2 The employer adopts an open attitude towards the activities of trade unions and their organizational activities.
- 2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.
- 3 Working conditions are safe and hygienic**
- 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

4 Child labour shall not be used

- 4.1 There shall be no new recruitment of child labour.
- 4.2 Companies shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; “child” and “child labour” being defined in the appendices.
- 4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

5 Living wages are paid

- 5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned.

Annex II To the Code of Conduct: Employee Code of Conduct

1. i+ Solutions Culture and work environment

1.1 Professionalism

Working in a professional manner is sustaining a business-like environment. We are a diverse team of people from different professional and cultural backgrounds. As a team, it is important to interact with each other in a respectful and open manner, for a more fruitful cooperation. While we are a result-focused organization, it is important to keep sight of the exchanges we have with our colleagues and to be relation-focused as well. At i+ solutions cooperation is key, and we do not operate in silos.

When communicating with colleagues:

- Keep a pleasant tone of voice
- Use correct language at all times
- Listen, let the other finish
- Treat all colleagues as equals

- State your intentions and expectations clearly
- Be punctual
- Talk to instead of about your colleague(s)
- Treat others as you expect to be treated yourself

The management team sets the example of a professional working environment and remains mindful of any tensions or stress, related to high workload for example. Communication between the teams and the managers is crucial to alleviate any tensions as soon as possible.

Harassment, discrimination and bullying is not accepted and does not belong in a professional working environment. Every staff member, employee and/or contractor who works for or with i+solutions or its partner organization has to act in accordance with the non-harassment and bullying policy which is applicable. Violation of the regulations can lead to (disciplinary) measures.

1.2 Communication culture

Emails

We send a lot of internal and external emails each day. It is a fast and efficient way of communicating.

However, we must be aware of how we use email:

- Always communicate in a professional and respectful way and be aware of a representative way of communicating;

Please adhere to a time of 1 to 2 working days in responding to the incoming emails. If you are not able to meet this deadline, then send a quick email informing your counterpart that your response will be delayed, provide a time frame, to manage expectations.

- Only put in copy ('c.c.') those immediately concerned by the issue addressed in your email.
- Those that you wish to act upon the information in the email are in the 'to' field, and those that must be kept informed are in copy. Blind copy ('b.c.c.') should not be used internally, for the sake of transparency.
- Is email really necessary? It may be more pleasant to see your colleagues in person, if possible, rather than sending an email. An email however may be useful as follow up of a conversation, to confirm arrangements/agreements, for example.

- Always use your out-of-office assistant when you will be away, to state who to contact in your absence and when you will respond to the email. Always provide your manager and/or your colleague who is replacing you during a long-term absence (for example illness and or long term holiday) with access to your inbox if this is necessary for a proper replacement.

Telephone

- All calls must be answered. It is not professional to allow callers, being a client, a colleague or a partner, to wait on the line or to have their calls rejected. With our telephone system we have an automatic back up plan for when the person contacted, or the office manager is away from his/her desk. This should ensure the answering of the telephone at all times. However, if you hear a telephone ringing on an absent colleague's desk, please pick it up.

- Please make sure to switch your telephone to DND(do Not Disturb) so the backup system will work. Remove the DND when arriving in the office or after being in a meeting.
- Communicate also per telephone in a respectful and professional manner and be aware of a representative way of communicating
- Please be mindful of the volume of your voice when talking on the phone

1.3 Conflicts & Disagreements

Should you be confronted with a dispute or discord with a colleague, first, approach the person concerned with any remarks or concerns that you would like to raise. Should the dispute remain unresolved, then approach your manager about it and ask for his or her help in resolving the matter. As a last resort, if the dispute remains unresolved you may approach the Human Resources Officer, or the Managing Director for support. The Human Resources department can also act as a mediator in a dispute.

If harassment, bullying etc. is part of the conflict, naturally you can always address the confidential advisor ('*vertrouwenspersoon*') as mentioned below in paragraph 1.3.A. Contact details of the *Vertrouwenspersoon* can be found at intranet and at the coffee corner etc. If necessary, the complaint procedure can also be followed as laid down in the harassment and bullying policy.

Note: It is always preferable to address sensitive issues with your colleagues in person, rather than by email. You can confirm agreement or points discussed by email afterwards.

1.3 A. Roles and Responsibilities

Confidential advisor (*Vertrouwenspersoon*) & Works Council (OR, employee representation) & Human Resources

- The *Vertrouwenspersoon*/Confidential Advisor may be approached with serious issues that you come across in your working environment and that you wish to share in confidentiality. These issues may be related to mobbing; intimidation, discrimination, harassment, and other forms of harassment which i+solutions does not accept in its working environment. i+solutions also works according to its anti-harassment and bullying policy, which can be found on the company intranet.

- The Works Council is the employee representation team. The Works Council may be approached for all concerns relating to our collective working environment. The Works Council represents all employees as a group and does not represent individual employees. On your behalf, the Works Council makes constructive suggestions to the management team on our strategy and on how the professional settings can be improved for all staff members. The current contact details of the Works Council can be found on intranet.

- The Human Resources department, consisting of the Human Resources Officer and manager may be approached to address any work-related issues, to be treated as confidential or not, individual, collective and/or team issues.

1.4 Terms of Employment and employment agreement

Employees should besides this Code of Conduct and other applicable policies and regulations, also work in accordance with the latest version of the Terms of Employment and in line with their employment agreement.

2. Office Management

2.1 Meetings structure

- Management Team meetings are held every two weeks
- Department meetings are held every two weeks: Line Managers and/or team leads are responsible for organizing regular team meetings to inform their team on general issues and to discuss issues relevant to the department. During this meeting, issues decided upon in the Management Team meetings are to be brought forward service that we provide, please inform your manager, who will then relay your request in the MT meetings and will inform you of the outcome.

- The Monthly Updates are also a platform to ask general questions. During the monthly updates we celebrate birthdays and anniversaries of the past month.

- Additionally, managers are available for individual one on one meetings with staff members upon request (beyond the scheduled annual functional and personal development talks), and vice versa.

2.2 Meeting Culture

- Meeting rooms can be reserved via Outlook.

- There are 7 meeting rooms (Bujumbura, Geneva, Polaner, Washington, Abuja, and Kinshasa). There is one Flex room, also to be reserved via Outlook. Managers all have a meeting facility for small groups in their rooms.

- Please send invitations timely, make clear what the meeting is for or about and for whom it is necessary to join

- Once the meeting room is not required anymore insure that you do free the meeting

room in order for any other person to be able to book that meeting room.

- Make sure to start on time, to end on time, and to make minutes of the relevant agreements and points which have been addressed during the meeting
- Please leave a cleared and clean meeting room and leave it tidy for your colleagues. This is the responsibility of the meeting organizer/chairperson. This means clear out all used cups, remove used paper, ensure the used flip over sheets are removed, etc.
- If you're going to be late, please inform the chairperson
- Please ask yourselves if meetings are always necessary

2.3 Company web

The Company Web is used for guidelines, procedures, general information, trip reports etc. We will arrange to send alerts from the intranet when new documents are uploaded. Also, we will use the absence calendar jointly with the travel calendar accessible by Office Management to see who is where and provide details on the calendar.

An example of a policy to be found on the Company Web is the Visitor's Policy:

For visitors:

1. Announced by their host (via an-email to all) at least 1 week in advance
2. Agenda before the meeting 3 working days before
3. Expected visitor(s) are informed to go to the Office Manager upon reception
4. Meeting room reserved at least 2 working days in advance via Outlook
5. If lunch is required for over 2 persons, the Office Manager must be informed at least 2 workdays in advance
6. If the visitor(s) arrive(s) by car, the Office Manager must be informed 2 workdays in advance so enough parking space can be guaranteed
7. The visitor(s) is/are accompanied to the outside door by the host at the end of the visit

For interviews with external candidates/applicants:

1. External candidates/applicants will be announced by the interviewer/host to the Office Manager at least 3 workdays before the interview
2. The candidates/applicants are informed that they can go to the Office Manager where they will be met
3. Interviews will be conducted in a meeting room reserved at least 2 workdays in advance via outlook
4. The candidates/applicants are accompanied to the outside door by the host at the end of the Visit

2.4 Parking .4 lots / spaces

- Facing the building, at your right side of the building we have our assigned parking spaces.
- You are allowed to park your car at these lots. Should the demand for parking lots be too high, a method of allocating these lot's will be devised.
- A charging point is present for electrical cars.

2.5 Clean and professional environment

- Clean desk – Do not leave confidential documents lying on your table. At the end of your working day, store all documents in your cabinets
- When informed by Office Management that the cleaner will be cleaning our office you are expected to clear your desk to insure that the cleaner can properly clean the desks.
- Clean kitchen – We have introduced a cleaning list. It is everybody's responsibility to keep the kitchen and pantries tidy. We are all responsible for our own cups, plates and cutlery. Please place them in the dishwashers after use. Also, any items used by your guests. If you're in early in the mornings, please take turns in emptying the dishwasher and at the end of the day, please switch the dishwasher on If you use the microwave: please clean it after use.
- Clean fridge – We are responsible for our own belongings in the fridge. Please be mindful of the space available and remove what you no longer use. Please make sure that you wrap up your food properly. Use the labels by the fridge to label your food with your

name. All food items that have expired will be removed from the fridge and thrown away.

- Clean meeting room – Always clear and clean up after use. This is the responsibility of the meeting organizer or chair person. This means clear out all used cups, remove used paper, ensure the used flip over sheets are removed, etc.
- Clean restroom – Always clean up after use and leave it clean for your colleagues.
- Floors & carpets – please make sure not to spill any of your drinks on the carpet or the wooden floors. If an accident does happen, please clean and dry immediately.
- Please refrain from sitting on the heater covers as they are not meant to be sat on.

Open plan office:

- We have an open plan office, so if you wish to listen to music please put ear plugs in.
- For pre-scheduled, long (telephone) conferences or conversations, please use a Flex room so as not to disturb your colleagues.
- Please be mindful of the volume of your voice when talking to others or on the phone

Absence calendar:

- Use the absence calendar in outlook for all your absences such as holiday, a day off or business trips.

2.6 Smoking

Smoking is allowed only on the roof top terrace or at the back of the building. Smoking is in any event not allowed near or at the front entrance of the building or in the Japanese garden.

2.7 Environmentally friendly

We try to create an environmentally friendly working space. This is what we do for starters;

Paper & printing:

- Be mindful of what you print, only print if it is necessary
- Always print double-sided if it is for your own use
- If you do not need to print in colour please make sure you use the black and white as a default printing set up.

Recycling:

- Recycle old documents that have been printed on one side as draft paper
- Separate all paper from your regular trash and place used paper items in your paper bins
- Use the recycle bins in place at the coffee machine areas to recycle glass, natural waste etc..

Electricity use:

- Please switch off your computer screens when you leave the office
- The office has sensor lights, so the lights will switch off automatically when there is no activity

Bicycles i+solutions:

Office makes 5 bikes available to her employees. The bikes are situated in a secured garage at the back of the office and you will need the key to access it. Ask the Office Manager for more details.

Authorisation

[Signature of Board] [Name of Board] [Date]

Annex IV – Global Fund Code for suppliers

Code of Conduct for Suppliers*

* Approved 15 December 2009 at the Executive Management Team Meeting of the Global Fund to Fight AIDS, Tuberculosis and Malaria

Introduction

1. As a major financing institution in the fight against AIDS, tuberculosis and malaria, the Global Fund recognizes the importance of accountability for suppliers and transparency and predictability in its operations.
2. As stated in its Framework Document, a core principle of the Global Fund is to operate in an open, transparent and accountable manner. Consistent with this core principle, the Global Fund will work to ensure all its financing activities, including its corporate procurement and grant operations, and staff adhere to the highest ethical standards.
3. The goal of this Code of Conduct ("Code") is to enlist suppliers' commitment to maintain integrity of the Global Fund-funded grant operations and corporate procurement activities in compliance with this core Global Fund principle.
4. The Global Fund will regularly review and revise this Code, when needed, to reflect changes in best practice, lessons learned and feedback from partners.

Scope of this code

5. This Code requires all bidders, suppliers, agents, intermediaries, consultants and contractors ("Suppliers"), including all affiliates, officers, employees, subcontractors, agents and intermediaries of Suppliers (each a "Supplier Representative"), to observe the highest standard of ethics in Global Fund-funded activities regarding supply of goods and/or services to the Global Fund or any recipient of Global Fund financing, including principal recipients, sub recipients, other recipients, country coordinating mechanisms, procurement agents and first- line buyers.
6. The principal recipients, sub recipients, other recipients, country coordinating mechanisms, procurement agents and first-line buyers must ensure that this Code is communicated to and complied with by all of their Suppliers. Suppliers will ensure that this Code is communicated to all their Supplier Representatives and will take reasonable steps to ensure compliance by Supplier Representatives, including by taking immediate action in cases of non-compliance. Breaches of this Code may result in a decision by the Global Fund to sanction the Supplier and/or Supplier Representative involved, suspend disbursements to grant recipients or cancel funding.

Fair and Transparent Practice

7. The Global Fund does not tolerate corrupt, fraudulent, collusive, anti-competitive or coercive practices of any kind involving its resources, including grant funds. The Global Fund will take strong, immediate action in all circumstances where it determines that there is substantive and credible evidence of corrupt, fraudulent, collusive, anti-competitive or coercive practices as defined hereunder.

8. Suppliers and Suppliers Representatives are expected to participate in procurement processes in a manner that is transparent, fair, accountable and honest, including by complying with all applicable laws and regulations regarding fair competition as well as recognized standards of good procurement practice.

9. Suppliers and Suppliers Representatives are expected to respond to solicitations in an honest, fair, and comprehensive manner, accurately reflecting their capacity to satisfy the requirements set out in the bid or contract documents. They are expected to follow all of the rules established for each procurement process, and only submit bids and enter into contracts if they can and will fulfill all obligations of the contract.

10. Suppliers and Supplier Representatives will not, directly or indirectly, including through an agent or other intermediary, engage in corrupt, fraudulent, collusive, anti-competitive or coercive practices in bidding for, or performing, a Global Fund- financed contract or activity. For these purposes:

"corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, anything of value or any other advantage to influence improperly the actions of another person or entity;

"fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person or entity to obtain a financial or other benefit or to avoid an obligation;

"coercive practice" means any act or attempt to influence improperly the decisions or actions of a person or entity by impairing or harming, or threatening to impair or harm, directly or indirectly, such person or entity or their property;

"collusive practice" means an arrangement between two or more persons or entities designed to achieve an improper purpose, including influencing improperly the actions of another person or entity;

"anti-competitive practice" means any agreement, decision or practice which has as its object or effect the restriction or distortion of competition in any market.

11. Suppliers and Supplier Representatives will not solicit, offer, give or receive, or promise or represent to offer, give or receive, fees, gratuities, rebates, gifts, commissions, or other payments, except as disclosed in full to the Global Fund or the grant recipient, in connection with the procurement process or in contract execution.

12. Information, data, know-how and documents obtained from participating in Global Fund or grant recipient procurement processes, or in the course of performing a Global Fund-financed contract, must under no circumstances be made available to any third parties for the purpose of giving existing or potential Suppliers a preferential position or advantage in relation to tenders or any other procurement processes of the Global Fund or the applicable grant recipient, without the prior written consent of the Global Fund.

Compliance with laws

13. Suppliers and Supplier Representatives will comply with all applicable laws and regulations in countries where they do business, as well as the publicized rules, regulations and policies of the Global Fund that apply to their areas of work.

14. Suppliers and Supplier Representatives will ensure that Global Fund resources received by them are not used to support, finance or promote violence, aid terrorists or terrorist-related activity or fund organizations known to support terrorism.

15. Suppliers and Supplier Representatives will not engage in money-laundering activities. This includes any kind of activity which hides or is intended to hide the fact that funds have been obtained illegally or are connected with the proceeds of crime, e.g. through fraud or bribery or other illegal activity.

Access and Cooperation

16. Suppliers and Suppliers Representatives are expected to maintain accurate and complete records in appropriate books of account of all financial and business transactions under Global Fund-financed contracts for a minimum period of five years after the date of last payment made under the Global Fund-financed contract.

17. Suppliers and Suppliers Representatives are expected to cooperate with the Global Fund and comply with any reasonable request, in the opinion of the Global Fund, of its Office of the Inspector General (OIG) and other agents or representatives of the Global Fund to allow access to relevant staff and to inspect any relevant accounts and records and other documents relating to bidding for and performing Global Fund-financed contracts.

18. Suppliers and Suppliers Representatives will provide at all times any assistance requested by the Global Fund to enable the Global Fund to comply with any legal, regulatory or statutory requirement applying to it.

19. The Global Fund expects its grant recipients to take timely and appropriate action in situations where a grant recipient becomes aware that any of its representatives or the beneficiary of a contract financed by the Global Fund grant has engaged or is suspected of engaging in corrupt, fraudulent, collusive, anti-competitive or coercive practices in connection with the procurement or performance of that contract. The Global Fund will impose sanctions that the Global Fund deems necessary if it considers at any time that a grant recipient has not taken timely and appropriate action satisfactory to the Global Fund in such situations.

Publicity and Advertising

20. Suppliers and Supplier Representatives will not, without the Global Fund's prior written consent, (i) use the Global Fund's name or logo in publicity or advertising; (ii) use their direct or indirect business-relationship with the Global Fund to imply an endorsement by the Global Fund of their goods and services, and (iii) make any representation or statement for or on behalf of the Global Fund.

Full and Open Disclosure and Conflicts of Interest

21. Suppliers will disclose to the Global Fund prior to entering into a contract or at any time during the performance of contract whether they, or any Supplier Representatives, are subject to any sanction or temporary suspension imposed by any major international financing institution or organization, such as the UN or World Bank Group.

22. Suppliers will disclose to the Global Fund or the grant-recipient actual, perceived, or potential conflicts of interest involving the Supplier or any Supplier Representative ("Conflict of Interest"). The Global Fund considers a Conflict of Interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such Conflict of Interest may contribute to or constitute a prohibited practice under this Code. To ensure that Suppliers under Global Fund-financed contracts observe high standards of ethics, the Global Fund will take appropriate actions to manage such Conflicts of Interest or may reject a request for funding or disbursement if it determines that a Conflict of Interest has compromised, or risks compromising, the integrity of any procurement process.

23. Suppliers will not apply or seek to apply undue influence on the decision-making processes of the Global Fund and will not engage in any conduct that breaches or facilitates the breach of the Global Fund's Policy on Ethics and Conflicts of Interest
www.theglobalfund.org/media/6016/core_ethicsandconflictofinterest_policy_en.pdf

24. Suppliers are expected to notify the Global Fund as soon as they have knowledge of any integrity concern involving or affecting Global Fund resources and grant funding, whether or not it involves the Supplier or a Supplier Representative. For further information, see www.theglobalfund.org/en/oig/.

The United Nations Global Compact for responsible corporate citizenship

25. The United Nations Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization (see www.unglobalcompact.org). The Global Fund strongly encourages all Suppliers to actively participate in the Global Compact.

26. In accordance with the ten principles outlined in the UN Global Compact, the participating Suppliers will be expected to:

- a. support and respect the protection of internationally proclaimed human rights;
- b. ensure that they are not complicit in human rights abuses;
- c. uphold the freedom of association and the effective recognition of the right to collective bargaining;
- d. support the elimination of all forms of forced and compulsory labour;
- e. support the effective abolition of child labour;
- f. support the elimination of discrimination in respect of employment and occupation;
- g. support a precautionary approach to environmental challenges;
- h. undertake initiatives to promote greater environmental responsibility;
- i. encourage the development and diffusion of environmentally friendly technologies; and
- j. work against corruption in all its forms, including extortion and bribery.