

Framework Agreement

between

The Global Fund
to Fight AIDS, Tuberculosis and Malaria

and

India

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FRAMEWORK AGREEMENT

This **Framework Agreement** (the "Framework Agreement"), dated as of 1st October 2015 (the "Effective Date"), is made by and between **The Global Fund to Fight AIDS, Tuberculosis and Malaria** (the "Global Fund") and **India** (the "Grantee") (the Global Fund and the Grantee hereinafter referred to collectively as the "Parties" and individually each a "Party").

WHEREAS, the Global Fund was established in January 2002 as an innovative financing institution for the purpose of attracting and managing financial resources globally as well as providing such resources to countries to support national and regional programs that prevent, treat and care for people with the diseases of HIV/AIDS, tuberculosis and/or malaria; and

WHEREAS, certain entities of the Grantee have been, or are expected to be, nominated by relevant country or regional coordinating mechanism(s) to implement relevant Program(s) (as defined in the Global Fund Grant Regulations (2014)) in relevant Host Country (as defined in the Global Fund Grant Regulations (2014)) or Host Countries;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 THE GLOBAL FUND GRANT REGULATIONS (2014)

- 1.1 **Incorporation by Reference.** All the provisions of the Global Fund Grant Regulations (2014) available at the Global Fund's Internet site are hereby made applicable to this Framework Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the clarifications set out below:
- (1) With regard to Section 3.5 (Exemption from Taxation) of the Global Fund Grant Regulations (2014), the Parties understand and acknowledge that the Federal Government of the Host Country is committed to provide the required reimbursement from taxes at the federal level, and that any relevant tax amount levied or otherwise paid out of the Grant Funds by any Principal Recipient or Sub-Recipient at the state level or by the Principal Recipients or Sub-Recipients who are not Government Entities within the Host Country (including at both federal and state levels) shall be reimbursed to or otherwise recovered by the Global Fund through the application of sub-paragraph (3) of Section 3.5.
 - (2) With regard to Section 12.2 (Privileges and Immunities) of the Global Fund Grant Regulations (2014), the Grantee confirms that the "Agreement on Privileges and Immunities of the Global Fund to Fight AIDS, Tuberculosis and Malaria", adopted by the Global Fund Board (the "Privileges and Immunities Agreement"), is being considered by the relevant authorities of India. The Parties acknowledge that the consideration, approval, execution and ratification of the Privileges and Immunities Agreement will be handled in accordance with the procedures and processes, and is subject to the timeframe, stipulated in the respective laws of India, and the Grantee agrees to keep the Global Fund informed of the relevant progress. The Parties further acknowledge and agree that India may formulate a reservation about certain provisions of the Privileges and Immunities Agreement pursuant to the Vienna Convention on the Law of Treaties.



- 1.2 **Defined Terms.** Wherever used in this Framework Agreement, the terms defined in the Global Fund Grant Regulations (2014) shall have the respective meanings set forth therein unless modified herein or the context requires otherwise.

ARTICLE 2 CONFIRMATION OF GRANTS

2.1 Grant Confirmations.

- (1) The Global Fund and the Grantee anticipate entering into one or more Grant Confirmations for implementing certain Program(s) in the relevant Host Country or Host Countries with relevant details set forth in each such Grant Confirmation.
- (2) Under each Grant Confirmation, if entered into, and subject to the provisions of Sections 3.2 and 3.3 of the Global Fund Grant Regulations (2014), the Global Fund will confirm its willingness to make available to the Grantee, for the sole purpose of the Program and for the duration of the Implementation Period, certain Grant Funds on such terms and conditions as specified in such Grant Confirmation.
- (3) Under each Grant Confirmation, if entered into, the Grantee will confirm its readiness to implement relevant Program Activities using Grant Funds under such terms and conditions as specified in such Grant Confirmation.

- 2.2 **No Reliance or Obligations.** By entering into this Framework Agreement, the Global Fund is not obliged to prepare, issue or execute any Grant Confirmation unless it, at its sole discretion, decides to do so, nor is the Global Fund liable for any damages, loss, costs or liability that the Grantee or any of its Principal Recipients, Sub-recipients or Suppliers actually or may potentially suffer or incur as a result of the Global Fund not preparing, issuing or executing one or more or any particular Grant Confirmation under this Framework Agreement.

ARTICLE 3 INTERPRETATION

- 3.1 **Inconsistency.** Each and every Grant Confirmation is subject to the provisions of this Framework Agreement. In the event of any inconsistency between any provision of the Grant Confirmation for a Program and a provision of this Framework Agreement, the provision of the Grant Confirmation shall prevail for the purpose of (but only to the extent of) such Program.
- 3.2 **Single Agreement.** All Grant Confirmations are made in reliance on the Parties' understanding that this Framework Agreement together with all Grant Confirmations (including any and all subsequent amendments thereto) form a single agreement between the Parties.

ARTICLE 4 MISCELLANEOUS

4.1 Survival.

- (1) For each Program, all agreements, representations and covenants made by the Grantee (and if any, by the relevant Principal Recipient) in the Grant Agreement shall be considered to have been relied upon by the Global Fund and shall survive the execution and delivery of the Grant Agreement,

regardless of any investigation or assessment made by the Global Fund or by other third party on its behalf prior to the execution and delivery of the Grant Agreement or notwithstanding that the Global Fund may have had notice or knowledge of any fact or incorrect representation or warranty at any time during the Implementation Period, and shall continue in full force and effect until the end of such Implementation Period.

- (2) For each Program, Sections 1.1, 1.2, 2.2, 3.1, 3.2, and 4.1 to 4.3 of this Framework Agreement, and Sections 1.3, 2.1 to 2.4, 3.1, 3.3(3), 3.4 to 3.6, 4.2, 4.3(4), 4.4(2), 5.2, 6.4(2), 6.5, 6.6, 7.1, 7.5, 7.6, 10.3, 10.4, and Articles 11 and 12 of the Global Fund Grant Regulations (2014) shall survive the expiry of the Implementation Period or early termination of the Grant Agreement.
- (3) For each Program, the expiry of the Implementation Period or any early termination of the Grant Agreement, for whatever reason, shall not affect any rights or obligations accrued or subsisting to either Party prior to such expiry or early termination.

4.2 **Governing law.** For each Program, the relevant Grant Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2004).

4.3 **Notices.**

- (1) Any notice under the Framework Agreement or any Grant Confirmation given by one Party to the other Party (the "Notice") shall be made in writing and delivered personally or by certified or registered mail (postage prepaid), by international courier, by fax, or by electronic messaging system to the relevant address and/or number described below, or to such other address(es) and/or number(s) as any Party may designate by written notice to the other Party in accordance with this Section:
 - (a) if for a matter concerning a specific Program, to the relevant address and/or number set forth in the relevant Grant Confirmation; and
 - (b) if for a matter concerning this Framework Agreement in general or having potential impact on more than one Program under this Framework Agreement, to the relevant address and/or number set forth below, or to such other address(es) and/or number(s) as any Party may designate by written notice to the other Party in accordance with this Section:

For the Global Fund:

The Global Fund to Fight AIDS, Tuberculosis and Malaria
Chemin de Blandonnet 8, 1214 Vernier, Geneva, Switzerland

Attention: Mark Eldon-Edington
Head, Grant Management Division
Telephone: +41 58 791 1700
Facsimile: +41 58 791 1701
Email: headgrantmanagement@theglobalfund.org

For the Grantee:

India
Department of Economic Affairs, Ministry of Finance



Address: 39 B North Block
New Delhi – 110001
India

Attention: Mr Bhaskar Dasgupta
Director (MI)

- (2) Any Notice shall be deemed to have been duly given (a) when delivery to the receiving Party is complete if delivered in person or via international courier, (b) upon receipt if delivered by registered or certified mail, postage prepaid, (c) upon confirmation of successful transmission if sent by facsimile, and (d) when successfully sent if effected through electronically messaging system, provided that it is followed by transmittal of the original of such Notice via international courier or by registered or certified mail, postage prepaid.
- (3) In the case of any communication to the Global Fund through the LFA as may be required under the relevant Grant Agreement, the Grantee or the relevant Principal Recipient acting on behalf of the Grantee shall submit such communication to the LFA representative whose details are set forth in the Grant Confirmation, following a principle similar to that described in subparagraph (2) of this Section above.
- (4) All communications under the relevant Grant Agreement shall be in English with a copy to the relevant CCM or, as the case may be, RCM or RO.

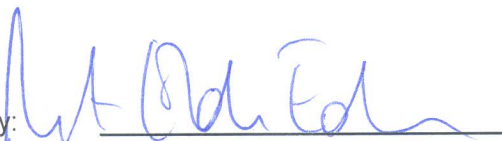
4.4 **Counterparts; Delivery through Facsimile or Electronic Messaging System.** This Framework Agreement and all Grant Confirmations may be executed in one or more identical counterparts, all of which shall constitute one and the same agreement as if the Parties had signed the same document. This Framework Agreement and all Grant Confirmations may also be signed and delivered by facsimile transmission or by electronic messaging system, and such signature and delivery shall have the same force and effect as an original document with original signatures.

4.5 **Effective Date.** This Framework Agreement shall become effective on 1st October 2015.

IN WITNESS WHEREOF, the Parties have caused this Framework Agreement to be executed and delivered by their respective duly authorized representatives as of the Effective Date.

**The Global Fund
to Fight AIDS, Tuberculosis and Malaria**

India

By: 

Name: **Mark Eldon-Edington**
Title: **Division Head, Grant Management**

Date: **- 1 OCT. 2015**

By: 

Name: **RISHIKESH SINGH**
Title: **DIRECTOR (MI)**

Date: **30.09.2015**

रिशिकेश सिंह/RISHIKESH SINGH
निदेशक / Director
ः दित्त मंत्रालय/Ministry of Finance
आर्थिक कार्य विभाग/Deptt. of Eco. Affairs
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi