



CCM Funding Agreement

V 1.0.0.3

CCM/RCM:	CCM Iran (Islamic Republic of)	Agreement Number:	IRN-CFUND-2207	Currency:	USD
Start Date:	1-Nov-22	End Date:	31-Oct-25	Agreement Amount:	241,062
CCM is the recipient of the funds:			Recipient is UN agency: Yes		
Max Year 1:	101,062	Max Year 2*:	70,000	Max Year 3:	70,000
Co-funding Amount Expected:					
Modification Number:		Modification Date:			

* Cash balance from previous agreement will be deducted from this amount.

Country Coordinating Mechanism		Notices to the CCM	
Name:	Dr. Hossein Farshidi	Name:	Zahra Kadkhoda
		Title:	CCM Secretariat Coordinator
Address:	Ministry of Health and Medical Education Block A-15th floor-Eivank ST. Sanat Sq. Tehran-Iran	Address:	Block A-5th floor-Eivank ST. Sanat Sq. Tehran-Iran Ministry of Health and Medical Education
Tel:	982181455090	Tel:	0098912 3183654-009821 81455030
Website:		Email:	

Funding Recipient (if not CCM)		Notices to the Funding Recipient (if not CCM)	
Name:	Mr. Claudio Providas	Name:	Zahra Kadkhoda
Title:	UNDP Resident Representative	Title:	CCM Secretariat Coordinator
Address:	No 8, Shahrzad Blvd, Darrous, 1948773911, Iran	Address:	No 8, Shahrzad Blvd, Darrous, 1948773911, Iran
Tel:		Tel:	009821 2286 9016
Website:		Email:	claudio.providas@undp.org

Name and Address for Notices to the Global Fund		This agreement consists of this facesheet and:	
Name:	David Ennis		-- Standard Terms and Conditions
Title:	CCM Hub Manager		-- Costed Work plan
Address:	The Global Fund to Fight AIDS, Tuberculosis and Malaria Global Health Campus Chemin du Pommier 40 1218 Grand-Saconnex, Switzerland		-- Performance Framework
Tel:	00 41 58 791 1700		
Fax:	00 41 44 580 6820		

Signed for the CCM Funding Recipient by its Authorized Representative	
DocuSigned by: Name: Mr. Claudio Providas UNDP Resident Representative	Date: 01-Dec-2022

Acknowledged by the CCM [Chair or Vice-Chair] and the Civil Society Representative of the CCM			
DocuSigned by: Name: Dr. Hossein Farshidi Title: CCM Chair	Date: 04-Dec-2022	DocuSigned by: Name: Dr. Seyyed Qasemi Civil Society Representative	Date: 04-Dec-2022

Signed by the Global Fund by its Authorized Representatives	
Name: David Ennis CCM Hub Manager	Date: Nov 30, 2022



CCM BUDGET

Last update	
By (Name)	Deepanjali Sapkota
Date (day-month-year)	29-Nov-22
Organization:	CCM HUB

Template
Costed Workplan

Summary graphs, CCM Funding Envelope
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Summary graphs, CCM Evolution

GENERAL INFORMATION

CCM Funding Agreement

CCM / RCM Name	CCM Iran (Islamic Republic of)
CCM Agreement No	IRN-CFUND-2207
Agreement start date (day-month-year)	1-Nov-22
Agreement end date (day-month-year)	31-Oct-25
Currency	USD

CCM Evolution Strategic Initiative

Start date (day-month-year)	6-Dec-21
End date (day-month-year)	31-Dec-23
Total amount granted	48,000
Amount spent in the previous reporting period(s)	16,938
Amount budgeted in this funding year	31,062

Period information

Agreement Year	Year 1
Year start date (day-month-year)	1-Nov-22
Year end date (day-month-year)	31-Oct-23
Annual amount	70,000
Strategic Initiative CCM Evolution	Yes
C19RM engagement support	No

ANNUAL BUDGET & HR HEADCOUNTS

Amount budgeted (at the beginning of the reporting period)	USD
CCM Funding	66,940
CCM Evolution	31,062
Total	98,003

CCM Secretariat Structure

CCM Secretariat Staff Positions	Source of funds	Headcounts - Planned
1 Executive Secretary / CCM Coordinator	Global Fund CCM Funding	1.00
2 Oversight / Transition Officer	Global Fund CCM Evolution	1.00
Total		2.00
Total positions supported by Global Fund CCM Funding		1.00

CCM Evolution: The Global Fund is making available additional resources for a limited period of time to fund one position in the CCM Secretariat to support the oversight planning & implementation and facilitate data-driven decision-making.

Section 1. Fixed costs & HR

No.	Source of funds	Area of Responsibility	Cost Grouping	Description	Budget	Budget Description
1	CCM Funding Agreement	Operations	Human resources	CCM Secretariat Staff - Gross salaries	25,248	One administrative assistant (NPSAs)

2	CCM Funding Agreement	Operations	Non health Equipment	Other non-health equipment (stationery & furniture)	3,000
3	CCM Funding Agreement	Operations	Indirect and Overhead costs	Other direct administration costs (including bank fees)	7,522
4	CCM Evolution	Oversight	Human resources	Oversight / Transition Officer - Gross salary	31,062
CCM Funding					35,770
CCM Evolution					31,062
C19RM					0
Total					66,833

Running cost (commuting cost, stationary, mail, telephone) based on historical costs
 Pls note that as per Y3 expenditure is clear, we have assumed the same amount for CCM Y1 budget

General Management Services Fee (7%) plus ISS charges based on historical costs

To cover the Oversight Officer salary and all other related expenses. It should be noted that the GMS is included in this amount.
 The proposed list of new deliverables for the NPSA is attached. The new TOR will be shared in Jan 2023 when the contract will be issued

Section 2. Activities

No.	Source of funds	Area of responsibility	Cost Grouping	Description	Budget
1	CCM Funding Agreement	Operations	Travel related Costs	Other Workshops, Meetings and Trainings	3,520
2	CCM Funding Agreement	Oversight	Travel related Costs	Site visits	7,920
3	CCM Funding Agreement	Oversight	Travel related Costs	Site visits	1,320
4	CCM Funding Agreement	Operations	Communication Material and Publications	Media promotional material	500
5	CCM Funding Agreement	Engagement	Travel related Costs	Civil Society training pre and post General Assemblies	2,910
6	CCM Funding Agreement	Operations	Communication Material and Publications	CCM Website development & maintenance	5,000
7	CCM Evolution	Operations	External Professional Services		
8	CCM Evolution	Operations	External Professional Services		
9	CCM Evolution	Operations	External Professional Services		
10	CCM Funding Agreement	Engagement	Travel related Costs	Civil Society training pre and post General Assemblies	10,000
CCM Funding					31,170
CCM Evolution					0
C19RM					0
Total					31,170

Budget Description

Participation of CCM members from other cities (4 members), (4 meetings); (4 members * 4 meetings * \$ 110 round-ticket price)+ (DSA: 110\$*4 meetings *4 Members); it is noticeable that the members are from CSOs.
 Supporting documents to submit to GF: Meeting minutes

Oversight field visits are planned to run from quarter 1 and totally 4 filed visits are planned. 6 members of OB will travel 4 times and stay 2 Days (\$110 round-ticket price*4 missions * 6 OB members) + (DSA \$110* 6 OB members * 4 missions * 2 days/mission)
 Supporting documents to submit to GF: Oversight visit report

Mission of CCM secretariat (inside the country), one person from secretariat will stay at most two night for every mission. Unit cost was calculated based on following assumptions (round ticket at average unit cost of 110\$. DSA for one member 110\$. Purpose of this activity is to accompany oversight members in their field visit to make sure that the visit agenda is duly implemented and the result fully recorded for further reporting to the CCM.

CSOs renewal costs.

To engage an individual contractor to hold a 1-day gathering session for CSOs (NGOs, KPs, Academia, PS and Youth representatives in CCM) , no more than 30 participants, to:
 Ensuring of constituency engagement
 An organizer and a facilitator
 Lunch: 15\$/person/day, 5\$/person/day break (one break/ day)
 Round ticket Avg. 110\$/participants, taxi fare 5\$, Hoteling 150\$/night (single room), dinner 10\$/night (for 4 participants from other cities))+printouts and stationary 155\$. Executive cost (facilitator and organizer): 1000\$
 Supporting documents to submit to GF: Workshop agenda, participants list, workshop objectives, outcome and next steps or actions after the workshop (Summary report).

To engage an individual contractor to maintain, windows server hosting upgrade and update CCM website routinely for 10 months (Jan 2023 - Oct 2023).

Remote coaching to train the Oversight/Transition Officer and Oversight Committee

Review framework documents and align them with the evolved model principles
 TA support through GF

Implement CCM Secretariat Performance Management
 CCM Iran to implement

3-days training workshop on HIV programming for Key Affected Population and CSOs
 Venue: 420\$/per day, Audio visual:125\$. Lunch, dinner and breaks: 30\$/person/day, (for 35 participants), Round ticket Avg. 110\$(average 25 participants need ticket), accommodation 150\$/night (single room), +printouts and stationary 1,857\$. Executive cost (facilitator and organizer): 1000\$
 GF: the use of the funds is condition to CCM submitting a detailed workplan including workshop goals and outcomes and overall impact in the HIV program.
 Some of the main goals of this activity are as below:
 Negotiation skills
 Awareness on the NSP
 Informing the target group about the NFM4
 Presenting the new interventions in HIV/AIDS control program to ensure that all of us are in the same page.

Section 3. Sources of CCM financing other than the Global Fund

No.	Source of funds	Area of Responsibility	Cost Grouping	Description	Budget
15					
Total					0

Budget Description





PERFORMANCE OF COORDINATING MECHANISMS

Last update		Template
By (Name)		Reviewer / Coordinating Mechanism
Date (day-month-year)		
Organization		

GENERAL INFORMATION

Coordinating Mechanism Name	CCM Iran (Islamic Republic of)
Did the CM do a qualitative assessment (baseline) before this performance period?	Yes
Does the CM have a Funding Agreement with the Global Fund?	Yes

Funding Agreement name	IRN-CFUND-2207
Agreement start date (day-month-year)	1-Nov-22
Agreement end date (day-month-year)	31-Oct-25
Agreement Year under Performance Review	Year 1

Evaluation Year 1

Annual Check

PERFORMANCE FRAMEWORK

Area	Performance Objective	Annual Check	Achievements	Scores	Comments	Means of verification
sight	Effective Oversight Committee (OC) is in place with membership and plans aligned with the Global Fund (GF) grant priorities and relevant national processes (e.g. national program reviews and national planning).	Does your Coordinating Mechanism have an Oversight strategy? (ER 3A)				
		Does the OC have the following skills: financial management, disease-specific expertise, procurement and supply management, program management? (ER 3B)				
		Does the OC include Key and vulnerable populations / People living with the disease(s) (KVP/PLWD) representative(s)? (ER 3B)				
	The Oversight Committee (OC) uses strategic information and analysis effectively, supporting evidenced-based decision-making throughout the GF grant life cycle.	Does the OC regularly collect strategic information, including from non-implementers of GF grants through consultations and/or site visits, for data-driven decision-making? These may include community-lead monitoring (CLM) observatories, human rights complaints mechanisms, ... (ER3C)				

Over	The Coordinating Mechanism works effectively with PRs to identify and mitigate risks, bottlenecks and challenges to grant delivery (adopts risk management approach).	Does the OC meet regularly with Principal Recipients (PRs) to collect strategic information and discuss implementation progress, challenges, risks, or the need for program revisions? (ER 3D)			
		Does the Coordinating Mechanism (General Assembly - GA) make decisions when problems and challenges are identified? (ER 3E)			
		Does the Coordinating Mechanism regularly share and follow up on oversight results with the Global Fund and in-country stakeholders? (ER 3F)			
	The Coordinating Mechanism supports the realization of co-financing commitments.	Does the Coordinating Mechanism discuss co-financing on its meetings and with key stakeholders?			
Engagement	Coordinating Mechanism constituencies selection/election processes abide by principles of good governance (are transparent, ethical and well-documented) and ensure quality engagement.	Are key affected and most at risk groups represented in the Coordinating Mechanism? (ER 4G) (ER 4H)			
		Are the relevant ministries in the fight against the diseases represented in the Coordinating Mechanism, in line with the epidemiological context of the country?			
		Does the Coordinating Mechanism have balanced gender representation? (ER 4I)			
		Are the elections of Coordinating Mechanism members representing civil society constituencies well-documented? (ER 5J)			
		Does the Coordinating Mechanism elect Chair and Vice Chair(s) from different sectors and also follow good governance principles of periodic change and rotation of leadership? (ER 5M)			

	Coordinating Mechanism constituencies actively engage and input into GF processes.	Does the non-state sector (Private Sector / Civil Society / Academia) account for at least 40% of the Coordinating Mechanism seats? (ER 5K)			
		Are non-state members actively engaged in all key committees (oversight, executive, ethics)?			
	Coordinating Mechanism members (particularly CS representatives) carry out activities to solicit inputs from and provide feedback within their constituencies to contribute to sound decisions.	Do Coordinating Mechanism members actively seek inputs from and provide feedback to their constituencies (particularly CS members, on barriers to access quality services)? (ER 5L)			
	Coordinating Mechanism representatives (particularly Civil Society members) engage in country processes on national response (e.g., National Strategic Planning, Program Reviews and Prioritization, Development Partner's Country Operational Planning).	Does the Coordinating Mechanism contribute to the development of the National Strategic Plan, including community-system strengthening?			
Positioning	The Coordinating Mechanism proactively defines a "strategic positioning" vision to ensure alignment with and/or integration into national structures/coordinating bodies and formal links with donor partner platforms.	Does the Coordinating Mechanism know the health governance landscape they operate in?			
		Does the Coordinating Mechanism have a Positioning plan?			
	The Coordinating Mechanism ensures buy-in and ownership of the vision by all relevant stakeholders (particularly national government).	How strong are linkages between the Coordinating Mechanism and other health governance platforms?			
	The Coordinating Mechanism aligns its functions and structures with the national response for enhanced harmonization of systems, processes and decision-making for greater impact and efficiencies.	How well is the Coordinating Mechanism integrated with the health governance of the country / region?			
	Civil society members and communities are proactively represented and engaged in coordination, governance and decision-making bodies and processes beyond the Coordinating Mechanism.	Is civil society engagement being institutionalised?			

Operations	The Coordinating Mechanism ensures ethical decision-making processes are adopted and mainstreamed throughout its operations.	Does your Coordinating Mechanism have mechanisms to ensure ethical decision-making? (ER 6N, 6Q, 6R)			
		Does the Coordinating Mechanism follow procedures to prevent or mitigate conflicts of interest, for instance during the (PR) selection process? (ER 6O, 6P)			
		Does the Coordinating Mechanism respond to Ethical issues? (ER 6S)			
	The Coordinating Mechanism Secretariat provides effective administrative and strategic support to the CM and its structures.	Does the CM Secretariat provide adequate information to Coordinating Mechanism members, to help them perform their role?			
		Does the Leadership provide effective performance management of CM Secretariat staff?			
		Does the CM Secretariat ensure effective management of the Coordinating Mechanism's resources?			
	The Coordinating Mechanism has appropriate and relevant structures in place, which operate optimally and efficiently.	Are Coordinating Mechanism members prepared to take on their role?			
		Does the Coordinating Mechanism regularly review its structure and associated governance documents to ensure relevance? Open seats to be assigned every cycle to an emerging targeted group or technical partner are encouraged.			
	Coordinating Mechanism's operations are effectively managed.	Does the Coordinating Mechanism perform its core functions?			



**CCM FUNDING AGREEMENT
STANDARD TERMS AND CONDITIONS**

STANDARD TERMS AND CONDITIONS

1. Introduction

1.1 The Country Coordinating Mechanism or the Regional Coordinating Mechanism (“CCM”) named in the face sheet of this Agreement is the CCM for the country (the “Host Country”) specified in the face sheet of this Agreement. The CCM has responsibility for (a) submitting funding requests to the Global Fund; (b) selecting Principal Recipients for grants (except for grants operating under the Additional Safeguards Policy¹); (c) overseeing grant making processes, grant implementation and grant closure process; (d) engaging with national stakeholders for robust national response coordination and results; and (e) ensuring the effective functioning of the CCM.

1.2 The CCM has applied to the Global Fund for funding to support certain fixed costs and other activities of the CCM. The Global Fund has agreed to provide the requested funding on the terms and subject to the conditions set out in this Agreement.

1.3 The CCM is not a legally incorporated body with separate legal personality and does not have the authority to enter into legally binding agreements with third parties. Accordingly, the CCM has designated the organization named in the face sheet of this Agreement (the “CCM Funding Recipient”) to be responsible for receiving and managing such funding on behalf of the CCM.

2. Parties and Purpose

2.1 This Agreement is between the Global Fund to Fight AIDS, Tuberculosis and Malaria, an international financing institution duly formed as a non-profit foundation established under the laws of Switzerland (the “Global Fund”) and the CCM Funding Recipient (each a “Party” and together, the “Parties”).

2.2 This Agreement sets out the terms upon which the Global Fund will make available funding up to the amount stated in the face sheet of this Agreement to support the activities of the CCM.

3. Costed Workplan and Permitted Use

3.1 The Funds (as defined below) may only be used to finance activities of the CCM in accordance with the Costed Workplan and the Performance Framework respectively set out in the relevant annex of this Agreement. Changes to the Costed Workplan are subject to the prior written approval of the Global Fund. The CCM Funding Recipient shall ensure that all Funds are prudently managed and shall take all necessary action to ensure that Funds are used solely to pay for activities in accordance with the Costed Workplan and consistent with the terms of this Agreement. The CCM Funding Recipient shall use its reasonable efforts to ensure that such Funds are not used to support or promote violence, to aid terrorists or terrorist-related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.

3.2 If the maximum amount of Funds provided under this Agreement exceeds 300,000 USD for any 36 month period occurring between the “Start Date” and the “End Date” (each as specified in the face sheet), the CCM Funding Recipient acknowledges and understands that the Global Fund has entered into this Agreement in reliance on the representation by the CCM in its funding request that no less than 20% of any funding in excess of 300,000 USD will be provided to the

¹ The ASP can be found in the Global Fund [Operations Policy Manual](#).



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CCM by sources other than the Global Fund to fund CCM activities during this period (the “Co-Funding Minimum”). Accordingly, if the CCM Funding Recipient becomes aware that the expected amount of funding from other sources for a given CCM Funding Period (as defined below) is in fact or is anticipated to be materially lower than the Co-Funding Minimum, the CCM Funding Recipient shall promptly notify, or cause the CCM to notify, the Global Fund. Other sources of financing encompass all domestic and foreign development assistance resources (including contributions from governments, loans from external sources or private creditors, debt relief proceeds, and private contributions such as from non- governmental organizations, faith-based organizations, other domestic partners, and user fees). For purposes of fulfilling the requirements of this section 3.2, funding from other sources will not be deemed acceptable to satisfy the Co-Funding Minimum unless such funding is used to cover eligible costs as described in the CCM Funding OPN², as amended and updated from time to time and published on the Global Fund’s website.

3.3 The CCM Funding Recipient acknowledges and agrees that all funds committed or disbursed by the Global Fund under all previous CCM funding agreement(s) with the CCM Funding Recipient indicated in the face sheet of this Agreement (including any interest earned on CCM funding disbursed by the Global Fund) (collectively, “Existing Funds”) shall be treated as follows:

- (a) all such Existing Funds that have been spent or committed by or on behalf of the CCM prior to the CCM Funding Start Date shall be subject to, and accounted for, under the terms and conditions of the existing CCM Funding Agreement(s) pursuant to which such funds were disbursed or generated;
- (b) all such Existing Funds that have not been spent or committed as of the CCM Funding Start Date shall be subject to, and accounted for, under the terms and conditions of this Agreement; and
- (c) the Performance Framework and Maximum Budget amounts (indicated in the face sheet of this Agreement) for this Agreement relate to the aggregate amount of funding described in section 3.3(b) above and to the Total Additional CCM Funding committed under this Agreement (indicated in the face sheet of this Agreement) (collectively, the “Funds”).

3.4 The Performance Framework may set forth indicators to assess and measure the performance and functioning of the CCM. The Global Fund shall have the right to reduce Funds under this Agreement in the event of failure by the CCM to comply with the set indicator(s). The Global Fund reserves the right to reduce Funds by up to 30% of annual disbursement for non-compliance under each indicator. Such reduction may be cumulated in the event the CCM fails to comply with more than one indicator and/or non-compliance continues beyond each annual period. Such reduction shall be, in all cases, subject to the settlement of all outstanding commitments as of the time such reduction is communicated to the CCM Funding Recipient. Notwithstanding the foregoing, upon request from the Global Fund, the Global Fund and the CCM Funding Recipient shall consult on staff-related commitments, including CCM Secretariat staff contracts.

3.5 In accordance with the decisions and directives of the Executive Board of the United Nations Development Programme (“UNDP”) reflected in its Policy on Cost Recovery from Other Resources, the Funds shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (“GMS”) services. To cover these GMS costs, a fee equal to 7% of the funding provided hereunder shall be retained by the CCM Funding Recipient. Furthermore, as long as they are unequivocally linked

² [The Global Fund Operational Policy Manual](#)



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to the CCM administrative activities approved for funding hereunder, all direct costs of implementation will be identified in the project budget against a relevant budget line and paid for accordingly from funds made available hereunder.

4. Effective Date; CCM Funding Period

4.1 This Agreement shall become effective on the date of its signature by the CCM Funding Recipient and the Global Fund, acting through their duly Authorized Representatives identified in the face sheet of this Agreement.

4.2 Unless otherwise agreed between the Global Fund and the CCM Funding Recipient, the Agreement is signed with Costed Workplan and Performance Framework corresponding to the first 12 months of the CCM Funding Period. The submission and approval of the Costed Workplan and Performance Framework for any subsequent year will occur on a yearly basis.

4.3 The Global Fund is making the Funds available to the CCM through the CCM Funding Recipient for a period which starts on the Start Date indicated in the face sheet of this Agreement and ends on the End Date indicated in the face sheet of this Agreement (the "CCM Funding Period"). Upon expiration of this Agreement, the CCM may submit a request for continued funding to the Global Fund, which may be approved by the Global Fund in its sole discretion. A condition of such approval is the submission of all reports required by this Agreement, in form and substance satisfactory to the Global Fund.

4.4 The total amount that the Global Fund agrees to make available shall be committed by the Global Fund in tranches on an annual basis as shown in the face sheet of this Agreement. The amount of each such annual tranche shall be determined by the Global Fund at its sole discretion; provided, however, that (a) the first annual tranche shall be specified in, and deemed committed by the Global Fund upon the signing of this Agreement, and (b) the amount of each subsequent annual tranche, once determined, shall be communicated by the Global Fund in due course through written notice to the CCM and the CCM Funding Recipient.

5. Representations and Covenants

The CCM Funding Recipient shall receive and administer the funds in accordance with its regulations, rules, policies and procedures, and decisions of its Governing Bodies. "Governing Bodies" means the United Nations General Assembly, Executive Board and Internal oversight bodies (such as the Chief Executive Board ("CEB"), High Level Committee on Management ("HLCM") and the UNDP Executive Group) and such other organs of the United Nations that possess the authority to pass decisions of general applicability under the Charter of the United Nations or the legal framework of UNDP.

6. Local Fund Agent

6.1 The Global Fund may retain the services of a Local Fund Agent (the "LFA") to assist the Global Fund in overseeing the implementation of this Agreement. The CCM Funding Recipient shall cooperate fully with the LFA to permit the LFA to carry out its functions, including by making available to the Global Fund and the LFA all relevant financial information drawn from relevant accounts and records.

6.2 The LFA may collect or seek to collect data on behalf of the Global Fund, and it is possible that such data may contain Personal Data. Prior to collection, and at all times thereafter, each of the CCM and the CCM Funding Recipient shall take all necessary actions to ensure that the transfer of such information to the LFA does not violate any applicable law or regulation.



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7. Disbursements and Reporting

7.1 Unless otherwise agreed between the Global Fund and the CCM Funding Recipient, the Global Fund will disburse funds under this Agreement on an annual basis. The Global Fund will not disburse funds under this Agreement after the End Date or at any time when the Global Fund has determined in its sole discretion that funds sufficient to make the disbursement are not available to the Global Fund for such purpose at the time of the disbursement. If the CCM Funding Recipient chooses to continue administrative activities in support of the CCM after the Global Fund funding available under this Agreement has been exhausted, the CCM Funding Recipient understands that the Global Fund makes no commitment beyond the amounts available under the terms of this Agreement.

7.2 For each tranche of the Funds committed by the Global Fund in accordance with section 4.4 of this Agreement, the Global Fund shall disburse relevant Funds through one or more cash payments taking into consideration the cash flow needs and performance of the CCM; provided, however, that notwithstanding any funding commitment that the Global Fund has made pursuant to section 4.4 or any anticipated disbursement schedule that may be included in a CCM Funding Agreement, the following conditions shall apply:

- (a) any disbursement by the Global Fund under this Agreement will be subject to the determination by the Global Fund, at its sole discretion, of the availability of relevant funding;
- (b) the timing and amount of each disbursement shall be determined by the Global Fund at its sole discretion taking into consideration cash flow needs and CCM performance; and
- (c) no disbursement shall be made by the Global Fund unless all of the requirements, specified hereunder and in the Agreement, have been met or are otherwise waived by the Global Fund in writing.

7.3 Unless otherwise notified by the Global Fund, the Global Fund shall not effect or otherwise authorize any disbursement after the end of the Funding Period specified in this Agreement.

7.4 The Global Fund at its sole discretion may de-commit the whole or a part of the Funds (to the extent previously committed by the Global Fund in accordance with section 4.4 but not disbursed) upon the expiry of the Funding Period for which such Funds are made available, or as otherwise deemed appropriate by the Global Fund, at its sole discretion, during the CCM Funding Period.

7.5 The CCM Funding Recipient shall, not later than 30 days after the end of each 12 month period during the CCM Funding Period, beginning with the 12 month period following the Start Date (or such later or earlier date as may be agreed between the Global Fund and the CCM Funding Recipient on a case-by-case basis) (each such date, a "Report Due Date"), provide to the Global Fund a progress update containing the following information:

- (a) a financial report for the period beginning on the Start Date (or the day after the end of the most recent reporting period, for reports provided with respect to subsequent year of the CCM Funding Period) and ending on the applicable Report Due Date. The financial report shall set out the income and expenditure relating to funds disbursed under this Agreement and a statement of the cash balance at the end of the period and the projected cash balance at the End Date. Expenditure reporting must include costs broken down by financial cost category in accordance with the Global Fund Guidelines for Grant Budgeting (as well as by CCM functional area. Information must also be provided on CCM funding use by representatives of nongovernmental constituencies on the CCM. The Global Fund



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and the CCM Funding Recipient shall agree on the form of the report. The CCM Funding Recipient shall explain in the report any variance between the approved Costed Workplan and actual expenditures;

- (b) a performance report for the period beginning on the Start Date (or the day after the end of the most recent reporting period) and ending on the applicable Report Due Date describing results achieved against intended targets. The Global Fund will provide the form of the report; and
- (c) if applicable, a report with respect to amounts pledged in order to satisfy the requirements of section 3.2 of this Agreement, including information on whether such amounts have been made available to the CCM.

7.6 In addition to the reports mentioned in section 7.5 of this Agreement, the Global Fund may, at its discretion, request the CCM Funding Recipient or the CCM to complete additional reports and submit additional information, including a CCM assessment and staff evaluation.

7.7 If the CCM does not designate the CCM Funding Recipient as the entity that will continue to be responsible for receiving and managing funds for the CCM following the End Date, then the CCM Funding Recipient shall, no later than 3 months after the CCM Funding End Date, provide to the Global Fund a financial report for the period beginning on the day after the most recent reporting period and ending on the End Date.

7.8 The CCM's continued compliance throughout the CCM Funding Period with the Global Fund's Eligibility Requirements³ (as applicable) is a condition to the CCM receiving funding from the Global Fund. In the event that the Global Fund determines, in its sole discretion, that the CCM is not in compliance with these requirements and standards, the Global Fund may terminate or suspend this Agreement in accordance with section 15 of this Agreement.

7.9 Performance management by the CCM, as detailed in the [Country Coordinating Mechanism Policy](#) (the "CCM Policy"), of CCM Secretariat staff whose salaries are covered under the Costed Work Plan, is a condition to the CCM receiving funding from the Global Fund. In the event that the Global Fund determines, in its sole discretion, that the CCM is not in compliance with the requirements and standards detailed in the CCM Policy, the Global Fund may terminate or suspend this Agreement in accordance with section 15 of this Agreement.

7.10 The Global Fund and the CCM Funding Recipient may make the information derived from the implementation of this CCM funding program available to the domestic and international community, consistent with the rights of individuals to privacy, the property rights of persons in trade secrets and confidential commercial or financial information. The Global Fund reserves the right to freely publish or disseminate information derived from the implementation of this CCM funding program.

8. Bank Accounts

8.1 The CCM Funding Recipient shall ensure that the Funds are administered in accordance with UNDP Financial Regulations and Rules.

8.2 Any interest on the Funds shall be accounted for and used solely in accordance with the Costed Workplan or as otherwise agreed by the Global Fund.

9. Books and Records; Audits; Access

³ [Country Coordinating Mechanism Policy](#)



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9.1 The CCM Funding Recipient shall maintain books and records adequate to show, without limitation, all costs incurred by the CCM Funding Recipient under this Agreement. Books and records must be maintained in United States dollars and in accordance with regulations, rules, policies and procedures of the CCM Funding Recipient, consistent with the International Public Accounting Standards. They must be kept in the possession of the CCM Funding Recipient in accordance with its policies and procedures (which as of the Effective Date provide for retention of books and records for seven years after the document date), or for such longer period, if any, as may be requested by the Global Fund in writing to the Headquarters of the CCM Funding Recipient in order to resolve any claims.

9.2 The CCM Funding Recipient shall have financial audits conducted of program expenditures in accordance with its internal and external auditing practices. The CCM Funding Recipient agrees to provide to the Global Fund a copy of its externally audited financial statements covering each year in which Funds are expended, together with the opinion of its external auditors on such statements, not later than thirty (30) days after such audited financial statements and opinion are published. d. In addition, not later than June 30 of each year, the CCM Funding Recipient shall submit to the Global Fund a statement, certified by the Comptroller of the CCM Funding Recipient, of income and expenditure made under this Agreement during the preceding year.

9.3 The Global Fund may collect or seek to collect data, and it is possible that such data may contain Personal Data (as defined below). Prior to collection, and at all times thereafter, the CCM and the CCM Funding Recipient shall take all necessary actions to ensure that the transfer of such information to the Global Fund does not violate any applicable law or regulation.

10 Goods and Services; Assets

10.1 The CCM Funding Recipient shall maintain policies and practices that govern all procurement using funds made available under this Agreement that, at a minimum, conform to standards that ensure transparency, value-for-money, competitiveness, efficiency and accountability. The CCM Funding Recipient shall ensure that such policies and practices are followed at all times.

10.2 Although goods or other property financed by the Global Fund under this Agreement may, during the CCM Funding Period, be held in the possession of the CCM or members of the CCM for the purpose of the administrative activities of the CCM, title to such goods and other property shall be held by the CCM Funding Recipient. All goods and services and activities financed with funds made available under this Agreement are used solely for the activities of the CCM consistent with the Costed Workplan.

10.3 The CCM Funding Recipient shall ensure that, where available at a reasonable cost, appropriate levels of insurance be maintained to cover the CCM's activities under this Agreement, including assets (if any) financed under this Agreement. The Global Fund assumes no liability for any loss or damage to any person or property arising in connection with this Agreement.

10.4 The CCM Funding Recipient shall try to ensure that this Agreement and the assistance financed hereunder shall be free from taxes and duties imposed under laws in effect in the Host Country.

10.5 The CCM Funding Recipient shall assert all exemptions from taxes and duties to which it believes it, the Global Fund or this Agreement is entitled.

11 Conduct



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11.1 The CCM Funding Recipient shall take all appropriate and necessary actions to ensure that CCM members and staff comply with the Code of Ethical Conduct for Country Coordinating Mechanism, of which all the provisions are hereby incorporated herein by reference in their entirety as if they were fully set forth herein.

11.2 The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the CCM Funding Recipient shall maintain standards of conduct that govern the performance of its staff and contractors, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in, inter alia, the “Staff Regulations and Rules of the United Nations”, the relevant financial regulations and rules applicable to the CCM Funding Recipient, the CCM Funding Recipient’s anti-fraud policy, and the CCM Funding Recipient’s procurement policies and procedures.

11.3 No person affiliated with the CCM Funding Recipient (staff, individual contractors, counterpart government officials) shall participate in the selection, award or administration of a contract, grant or other benefit or transaction financed by funds made available hereunder, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest. No person affiliated with the CCM Funding Recipient (staff, individual contractors, counterpart government officials) shall participate in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment. Persons affiliated with the CCM Funding Recipient (staff, individual contractors, counterpart government officials) shall not solicit gratuities, favors or gifts from contractors or potential contractors.

11.4 If the CCM Funding Recipient has knowledge or becomes aware of any actual, apparent or potential conflict between the financial interests of any person affiliated with the CCM Funding Recipient, the CCM, the LFA, or the Global Fund and that person’s duties with respect to the implementation of this Agreement, the CCM Funding Recipient shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

11.5 The Global Fund and the CCM Funding Recipient shall neither offer a third person nor seek, accept or be promised directly or indirectly for themselves or for another person or entity any gift or benefit that would or could be construed as an illegal or corrupt practice.

11.6 The CCM Funding Recipient acknowledges that the reception and management of funding on behalf of the CCM respects the Personal Data Protection and Privacy Principles adopted by the UN High-Level Committee on Management at its 36th Meeting on 11 October 2018.

11.7 Each of the CCM and the CCM Funding Recipient acknowledge that the implementation of the Costed Workplan is expected to respect the following principles and rights (“Data Protection Principles”):

- (a) Information that could be used to identify a natural person (“Personal Data”) will be: (i) processed lawfully, fairly and transparently; (ii) collected for specified, explicit and legitimate purposes and not further processed in a manner not compatible with those purposes; (iii) adequate, relevant and limited to what is necessary for the purposes for which they are processed; (iv) accurate and, where necessary, kept up to date; (v) kept in a form which permits identification of the individuals for no longer than is necessary for the purposes for which the Personal Data is processed; and (vi) processed in a manner that ensures appropriate security of the Personal Data; and



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- (b) Natural persons are afforded, where relevant, the right to information about Personal Data that is processed; the right to access and rectify or erase Personal Data; the right to data portability; the right to confidentiality of electronic communications; and the right to object to processing.

11.8 Where collection and processing of Personal Data is required in order to implement the Costed Workplan by each of the CCM and the CCM Funding Recipient, it should respect the Data Protection Principles:

- (a) to the extent that doing so does not violate or conflict with any law and/or policy applicable to it; and
- (b) subject to the CCM and/or the CCM Funding Recipient balancing the Data Protection Principles with other fundamental rights in accordance with the principle of proportionality, taking into account the risks to the rights and freedoms of natural persons.

12 Use of Name and Logo

Neither Party shall use the logo or any trademarks of the other Party unless it has executed valid license agreements for such use.

13 Novation or Transfer of the Responsibilities of the CCM Funding Recipient

If at any time, either the CCM, the CCM Funding Recipient or the Global Fund concludes that the CCM Funding Recipient is not able to perform the role of CCM Funding Recipient and/or to carry out its responsibilities under this Agreement or if, for whatever reason, the CCM, the Global Fund and the CCM Funding Recipient wish to transfer some or all of the responsibilities of the CCM Funding Recipient to another entity (the "New CCM Funding Recipient") that is able and willing to accept those responsibilities, then the Global Fund and the CCM Funding Recipient may agree that the other entity, may be substituted for the CCM Funding Recipient in this Agreement. The substitution shall occur on such terms and conditions as the Global Fund and the New CCM Funding Recipient agree, in consultation with the CCM. The CCM Funding Recipient hereby agrees to cooperate fully to make the transfer as smooth as possible.

14 Notices

Any notice, request, document, report, or other communication submitted by the CCM Funding Recipient or the Global Fund, unless this Agreement expressly provides otherwise, shall be sent to each other Party's: (a) Authorized Representative noted in the face sheet of this Agreement, as appropriate; or (b) the Name/Address for Notices noted in the face sheet of this Agreement, as appropriate. In the case of communications to the Global Fund through the LFA, the CCM Funding Recipient shall submit such communications to the person identified in the face sheet of this Agreement. All official communications under this Agreement will be in English, unless the Global Fund and the CCM Funding Recipient agree otherwise in writing.

15 Termination, Suspension, Expiry of CCM Funding Period

15.1 After consultations have taken place between the Global Fund and the CCM Funding Recipient, and provided that the payments already received, together with other funds available to the program/project, are sufficient to meet all commitments and liabilities incurred in the execution/implementation of this Agreement, this Agreement may be terminated by the Global Fund or by the CCM Funding Recipient. The Agreement shall cease to be in force thirty (30) days after either of the Parties have given notice in writing to the other Party of its decision to terminate



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the Agreement. Either the Global Fund or the CCM Funding Recipient may suspend this Agreement in whole or in part upon giving the other Party seven (7) days written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

15.2 No Funds may be expended after the end of the CCM Funding Period or termination of this Agreement, except that notwithstanding termination of all or part of this Agreement, the CCM Funding Recipient may use funds that have already been disbursed to it to satisfy commitments and expenditures already incurred in the implementation of the Agreement before the date of termination. After the CCM Funding Recipient has satisfied such commitments and liabilities, the CCM Funding Recipient will return all remaining funds disbursed hereunder to the Global Fund or dispose of such funds as directed by the Global Fund.

16 Limitation of Liability

16.1 The Global Fund shall be responsible only for performing the obligations that are specifically set forth in this Agreement. Except for those obligations, the Global Fund shall have no liability to the CCM Funding Recipient, any employees or any contractor thereof, the CCM (or any member thereof) or any other person or entity as a result of this Agreement. Any financial or other liability that may arise as a result of the activities of the CCM Funding Recipient shall be the sole responsibility of the CCM Funding Recipient.

16.2 This Agreement shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Global Fund and the CCM Funding Recipient. Neither the CCM nor the CCM Funding Recipient shall, under any circumstances, represent that it is an agent of the Global Fund, and shall take all reasonable precautions to avoid any perception that such relationship exists.

17 Arbitration; Applicable Law

17.1 Any dispute between the Global Fund and the CCM Funding Recipient arising out of or relating to this Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party. The arbitration shall be conducted in accordance with UNCITRAL Arbitration Rules as at present in force. The Global Fund and the CCM Funding Recipient agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy, or claim.

17.2 For any dispute for which the amount at issue is 100,000 United States dollars or less, there shall be one arbitrator.

17.3 For any dispute for which the amount at issue is greater than 100,000 United States dollars, there shall be three arbitrators appointed as follows: The Global Fund and the CCM Funding Recipient shall each appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint a third who shall be the chairperson.

17.4 This Agreement shall be governed by the principles of international commercial law, as codified in the UNIDROIT Principles of International Commercial Contracts (2010).

18 Miscellaneous

18.1 No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of the Global Fund and an authorized representative of the CCM Funding Recipient.

18.2 This Agreement and any annexes and attachments hereto constitute the entire agreement



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between the Parties and set out all the conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any attachments hereto.

18.3 No delay in exercising any right or remedy under this Agreement shall be construed as a waiver of such right or remedy.

18.4 This Agreement shall be binding on the successors and assignees of the CCM Funding Recipient and the Agreement shall be deemed to include the CCM Funding Recipient's successors and assignees. However, nothing in this Agreement shall permit any assignment without the prior written approval of the Global Fund.

18.5 The provisions of Section 3 (*Costed Workplan and Permitted Use*), Section 5 (*Representations and Covenants*), Section 9 (*Books and Records; Audit; Access*), Section 10 (*Goods and Services; Assets*), Section 11 (*Conduct*), Section 15 (*Termination, Suspension, Expiry of CCM Funding Period*), Section 16 (*Limitation of Liability*), Section 17 (*Arbitration; Applicable Law*) and Section 19 (*Privileges and Immunities*) shall survive and remain in full force and effect regardless of the expiry of the CCM Funding Period or the termination or expiry of this Agreement.

18.6 This Agreement may be executed in one or more counterparts, all of which will constitute one and the same agreement.

19 Privileges and Immunities

19.1 Nothing in or related to this Agreement may be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund under (a) the Agreement on the Privileges and Immunities of the Global Fund, international law, including international customary law, any international conventions, treaties or agreements, (b) any national laws including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288), or (c) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

19.2 Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

20 Trustee

The Global Fund and the International Bank for Reconstruction and Development (the "World Bank") have entered into an agreement by which the World Bank has agreed to establish the "Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria" (the "Trust Fund") and to serve as the trustee of the Trust Fund (the "Trustee"). Funds made available to the CCM Funding Recipient under this Agreement will be disbursed from the Trust Fund or from the Global Fund's commercial bank account(s). All of the obligations of the Global Fund under this Agreement are obligations of the Global Fund and the World Bank has no personal liability for the obligations of the Global Fund under this Agreement.

Certificate Of Completion

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Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Zahra Fathi
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	One United Nations Plaza
	New York, NY 10017
	zahra.fathi@undp.org
	IP Address: 31.169.79.11

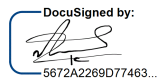
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Signer Events

Dr.Farshidi
hfarshidi6@gmail.com
Security Level: Email, Account Authentication (None)

Signature



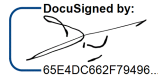
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Dr.Ghasemi
dr_ghasemi.reza@yahoo.com
Security Level: Email, Account Authentication (None)



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- Until or unless you notify United Nations Development Program as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by United Nations Development Program during the course of your relationship with United Nations Development Program.