i+ Solutions Terms & Conditions

Terms & Conditions for Non-Global Fund Financed Procurement through the Global Fund Pooled Procurement Mechanism (PPM)/wambo.org

July 2026

These Terms and Conditions shall govern the relationship between Stichting Iplussolutions (hereinafter referred to as the "PSA") and an entity, which has been onboarded on the Global Fund's Procurement platform wambo.org in accordance with the relevant rules and procedures of the Global Fund (each a "Buyer"). These Terms and Conditions shall govern procurement of Health Products, available on wambo.org by a Buyer using funds other than Global Fund grant funds.

The PSA and a Buyer shall individually be referred to as a "Party" and collectively as the "Parties."

1. Definitions

Agreement has the meaning as described in Section 2.1.

Cost Fluctuation Buffer means an amount included in the Price Quote, based on cost estimates, to allow to cover increases in costs during the procurement, including but not limited to cost of freight, quality assurance, and currency fluctuations, fully or partially refundable if not used.

Defective Product means a Health Product that fails to meet the quality requirements approved by the Stringent Regulatory Authority, or WHO Prequalification Program, or the National Drug Regulatory Authority, if applicable, for the Health Product, and which may result in the recall of the Health Product or an abnormal restriction in the supply. Health Products with Latent Defects are also considered Defective Products;

Estimated delivery date means an estimated date the Health Products will be delivered to Ship-to-Address in accordance with the agreed Incoterm;

Estimated Freight means the estimated costs of transport to the agreed Ship-to-Address according to agreed Incoterm;

Final Invoice Summary Statement has the meaning as described in Section 11.

Force Majeure means any occurrence of natural causes or human agency that is beyond the control of, and could not have been prevented or avoided by the Parties, including but not limited to such events as war (whether declared or not), natural disasters, terrorism, invasion, revolution, insurrection, civil unrest, strikes/labor actions, pirates, or another act of a similar nature of force that is beyond the control of the relevant Party;

Global Fund means the Global Fund to Fight AIDS, Tuberculosis and Malaria;

Health Products mean the health products whose order fulfillment has been awarded to the PSA by the Global Fund, and which are procured by a Buyer under these Terms and Conditions;

Import duties and tax means estimated costs of any import duties and/or taxes that may apply for the importation of Health Products;

Incoterm means the trade terms published by the International Chamber of Commerce (ICC), Paris, France) as in force at the time of Purchase Order is issued and contract formed, which define the respective responsibilities of PSA and Buyer in relation to delivery, transfer of Health Products and chain of custody, and allocation of costs, including transport, insurance, customs clearance, and loading and off-loading;

PSA Service Fee means the PSA procurement fee as set forth in the Price Quote;

Product description means the generic name of the Health Product(s);

Price Quote shall have the meaning as described in Section 2;

Purchase Order means a legally binding agreement between the PSA and a Buyer, subject to and incorporating these Terms and Conditions, for the procurement and delivery of Health Products;

Proforma Invoice means a request for advance payment of all estimated costs set forth in the Price Quote, serving the basis for payment by or on behalf a Buyer to the PSA or the Global Fund, as applicable.

Purchase Requisition means an electronic request for procurement of Health Products submitted through wambo.org by a Buyer.

Shelf life means the period, as established and supported by the manufacturer through applicable stability, performance, quality, or regulatory data, during which a Health Product is expected to remain compliant with its approved specifications, quality attributes, safety, efficacy, performance characteristics, and intended use when stored and handled in accordance with the manufacturer's approved instructions. Shelf Life shall be measured from the date of manufacture, release, or such other reference point designated by the manufacturer and reflected in the applicable product labeling, and may be expressed through an expiry date, use-by date, retest date, recommended use period, or other manufacturer-designated product dating convention, as applicable to the relevant Health Product.

Ship to Address means the location for the delivery of the Health Product(s) as designated by a Buyer in their Purchase Requisition in wambo.org. Ship to Address may also be referred to as Designated Delivery Point;

Supplier means wholesalers, subcontractors, service providers, distributors, and/or manufacturers of Health Product(s);

Third-Party Payer means an entity that is legally responsible to provide financing for the procurement of Health Products on behalf of a Buyer through the Global Fund.

2. Contract Formation

2.1 These Terms and Conditions, incorporated by reference in the Purchase Order, constitute the entire and legally binding agreement between the Parties (the "Agreement"). In the event of any conflict between the Purchase Order and these Terms and Conditions, the Purchase Order shall prevail.

2.2 In order to initiate procurement of Health Products, a Buyer shall submit a Purchase Requisition through wambo.org, specifying product information, quantity, need by date, Ship-to-Address, consignee, Incoterm, and other requests, if any. The Purchase Requisition shall be reviewed and approved by the Global Fund and the Third Party Payer (where applicable and required).

2.3 Upon approval of the Purchase Requisition, the PSA shall issue a Price Quote, along with the corresponding Proforma Invoice. The Price Quote constitutes an offer by the PSA to supply Health Products on the terms set out therein and subject to these Terms and Conditions. The Price Quote shall be valid for the period stated therein, but no less than 14 (fourteen) calendar days. The Price Quote is based on the cost estimates, and may include a Cost Fluctuation Buffer in an amount not exceeding 30% of the Estimated Freight, which can be used by the PSA for increases in cost during the procurement such as freight, quality assurance, insurance, currency fluctuations, etc.

2.4 A Buyer and the Third Party Payer, as applicable, shall confirm the acceptance of the Price Quote by approving it in wambo.org. Buyers that do not recognize electronic approvals as legally binding shall attach a signed and scanned copy of the Price Quote through wambo.org.

2.5 A Buyer shall provide an advance payment of the total amount set forth in the Proforma Invoice within fourteen (14) calendar days from the date of issuance of the Proforma Invoice. The PSA's obligation to proceed with order placement is conditional upon confirmation by the Global Fund of the receipt of full advance payment as set out in the Proforma Invoice. If the advance payment is not received within fourteen (14) calendar days from the date of issuance of the Proforma Invoice, the PSA retains the right to cancel or modify the Price Quote.

2.6 Upon confirmation of receipt of the advance payment under the Proforma Invoice, electronic Purchase Order is generated, incorporating these Terms and Conditions. For the avoidance of doubt, PSA is obligated to place orders with Suppliers only upon confirmed receipt of full advance payment and issuance of the electronic Purchase Order.

3. Supply of Heath Products

3.1 Subject to these Terms and Conditions, the PSA shall supply the Health Products specified in each Purchase Order and a Buyer shall, in accordance with its obligations under these Terms and Conditions (including, but not limited to its obligations under Section 7 regarding customs documentation and product registration) pay for and accept the Health Products specified in each Purchase Order issued in accordance with Section 2 above, in the quantities, specifications, at the prices and by the delivery dates set out therein.

3.2 Where a Third Party Payer has been designated, any reference throughout the Agreement to a Buyer paying or otherwise discharging a financial obligation can be meet by payment or discharge by the Third Party Payer on a Buyer's behalf, as agreed, and performance by the Third Party Payer with respect to such financial obligations shall be deemed performance by a Buyer for all purposes under this Agreement. For the sake of clarity, Third Party Payers will channel the payments through the Global Fund, unless otherwise agreed.

4. Health Product Quality

A Buyer shall request the Health Products in compliance with the Global Fund's Quality Assurance Policies. The PSA shall ensure that only Health Products that are in compliance with the quality standards established and as set forth in the Global Fund Quality Assurance Policies (https://www.theglobalfund.org/en/sourcing-management/quality-assurance/), as amended from time to time ("Quality Assurance Policies)", are procured and supplied to a Buyer. In addition, the Buyer must provide all necessary national regulatory requirements, including product registration requirements, waiver requirements, labeling requirements, and any other documentation necessary to facilitate the importation and movement of Health Products into the country. The Buyer acknowledges that failure to provide complete list of such requirements and documentation may result in delays or disruptions to the delivery of the requested Health Products.

5. Conformity with the Purchase Order

Without prejudice to the quality requirements in Section 4 above, the PSA shall ensure that all Health Products supplied conform to the Health Product description, specifications and quantity specified in the applicable Purchase Order.

6. Changes and Cancellations

Following the issuance of the Purchase Order, a Buyer cannot cancel or modify the order if: a) the PSA has already placed a purchase order with a Supplier and the Supplier refuses the cancellation or modification thereof; or b) the Health Products have already been dispatched to a Buyer. Any request to cancel or modify the order before the PSA has placed the order with Supplier, shall be subject to approval and confirmation by the PSA. Where an already placed order or an order in transit is nevertheless cancelled by a Buyer, a Buyer or, where applicable, the Third-Party Payer shall bear all applicable cancellation costs, including but not limited to Supplier cancellation costs, and/or any other related charges already incurred or committed for the order.

For the avoidance of doubt, in the event if any change to the original Purchase Order, at the request of the Buyer, the Global Fund or the PSA, is permitted, such change shall require the reissuance of an updated Price Quote and a re-approval process (with signature, if applicable) in wambo.org and issuance by the PSA of a revised Price Quote, replacing previously agreed to Health Product specifications, quantity, shipping dates, unit costs, logistics costs, or product availability, lead time and issuance of a new Purchase Order, along with relevant invoice.

7. Shipment, Delivery, Importation and Transfer of Risk

7.1 The PSA shall deliver, or procure the delivery of, the Health Products to the Ship-to-Address specified in the Purchase Order, in accordance with the agreed Incoterm, by no later than the Estimated Delivery Date or the date communicated by the PSA upon Supplier order confirmation, except for:

i. delays caused by Force Majeure;
ii. delays in the importation and customs clearance of the Health Products that are outside the PSA's, its Suppliers' or agents' control;
iii. delays in delivery caused by sampling and testing conducted as required by a Buyer or the Global Fund, provided such testing was not necessitated by a failure of the Health Products to meet the quality requirements of the Agreement; or

iv. other delays outside the PSA's control and its suppliers' or agents' , including, but not limited to, delays arising from carrier disruptions, port congestion, or transportation and infrastructure constraints.

7.2 If the PSA becomes aware of any circumstance likely to cause delay, it shall notify a Buyer in writing within five (5) business days of becoming aware, stating the cause, the anticipated revised delivery date, and the steps being taken to mitigate the delay.

7.3 The PSA shall provide complete and accurate documentation required for all clearances and authorizations in the country of destination on the first submission, including but not limited to transportation and/or product documentation. A Buyer shall review the provided documentation and confirm prior to the Health Product(s) departure from origin that those documents can be used to obtain necessary clearances and authorizations from the relevant national authorities of the country in which the Health Product(s) are being imported to.

7.4 The PSA shall not release the Health Products for shipment until it has received written confirmation from a Buyer that the documentation provided is sufficient to obtain the necessary import clearances and authorizations in the country of destination. Upon receipt of such confirmation, the PSA shall release the shipment without undue delay. The PSA will not be responsible for any delays resulting from the non-availability of the clearances and authorizations for which a Buyer is responsible.

7.5 Risk of loss or damage to the Health Products shall pass from the PSA to a Buyer at the delivery point defined by the agreed Incoterm as stated in the relevant Purchase Order.

7.6 A Buyer shall provide all information and documentation required to enable the PSA to procure and deliver the Health Products, including the information set out in wambo.org Onboarding Package.

7.7 A Buyer shall obtain all import clearances, registrations, duty and tax waivers, and authorizations required for the Health Products to enter the destination country, and shall keep the PSA promptly informed of the status of such clearances and authorizations, including any changes thereto. A Buyer shall confirm in writing to the PSA, prior to the Health Products' departure from origin, that all required import clearances and authorizations are in place, or shall provide a written authorization to ship in accordance with sub-section 7.8 below.

7.8 Notwithstanding sub-section 7.7, a Buyer may authorize shipment before all import clearances and authorizations are obtained and submitted to the PSA. Any such authorization shall be given at a Buyer's sole risk and shall be approved by the Third Party Payer, whose prior written approval shall be provided by a Buyer and submitted to the PSA along with the authorization. A Buyer shall bear all costs, losses, damages, demurrage, detention, destruction, or disposal costs arising directly or indirectly from the absence of the relevant documentation at the time of shipment or importation, without recourse to the PSA.

7.9 A Buyer shall be responsible for all costs of storage, handling, and onward transportation from the delivery point specified by the agreed Incoterm. A Buyer shall pay all fees, levies, duties, and taxes required in connection with the importation of the Health Products into the destination country.

7.10 A Buyer shall bear all damages, costs, and expenses, including demurrage and detention fees, arising out of or in connection with: (a) delays in obtaining the clearances and authorizations for which a Buyer is responsible under sub-section 7.7; or (b) any other failure by a Buyer to perform its obligations under this section. A Buyer shall reimburse the PSA for any costs incurred by the PSA as a result of such failures, provided that the PSA notifies a Buyer promptly upon becoming aware of such costs and provides reasonable supporting documentation with any reimbursement claim.

7.11 A Buyer shall respond to any request from the PSA for information, documentation, confirmation, or a decision required for the PSA to perform its obligations within five (5) business days of the request, or within any shorter period reasonably specified by the PSA where the matter is time-critical, including release for shipment, import clearance, or a temperature excursion. A Buyer shall designate at least one contact person to receive such requests and shall keep the PSA informed of current contact details.

8. Acceptance and Rejection

8.1 A Buyer shall perform incoming inspection of Health Products immediately after receipt of the Health Products by a Buyer, including but not limited to checking the shipment for identity, batch numbers, conformity with the Purchase Order, quantity and visible damage. A Buyer shall document the outcome of the incoming inspection in the PSA's Confirmation of Receipt portal. In the event of any identified or suspected temperature excursion, a Buyer shall include details of such identified or suspected temperature excursion as part of the outcome documented for the incoming inspection and shall submit the corresponding temperature data logger report(s) to the PSA. A Buyer shall update the status of receipt of the Health Products in the PSA's Confirmation of Receipt portal, and shall notify the PSA in writing, with email copy to the Global Fund and the Third Party Payer, as applicable, of any variance, damage, quality issues or non-conformity discovered upon inspection, within fourteen (14) calendar days of delivery. Such notification shall include supporting documentation reasonably sufficient to verify a Buyer's claim, including where applicable photographs, packing lists, and vendor invoices. A Buyer shall provide proof of delivery through the Confirmation of Receipt portal within fourteen (14) calendar days of delivery.

8.2 A Buyer may reject Defective Products or Health Products that do not conform to the specifications as per the Purchase Order ("Non-Conforming Product"). With respect to Defective Product, the PSA will, as the sole remedy to a Buyer for such Defective Products, (i) replace the volume of Health Products that are non-compliant with an equivalent volume as soon as reasonably possible, or (ii) issue a credit to a Buyer within thirty (30) days for the purchase price paid, or (iii) refund the purchase price paid for such volume of Defective Product within thirty (30) days. The PSA's product replacement, credit issuance or refund as above-mentioned shall not result in any loss for a Buyer, and all associated costs related to transportation shall be borne by the PSA. For clarity, the PSA will have no obligation to replace, or issue credits or refunds for a Health Product (or to pay for any costs associated for the destruction of Health Product) if the damage, defect or non-compliance that is the basis of the rejection is caused after delivery in accordance with the relevant Incoterm. In the event of Non-Conforming Product, a Buyer shall have the following options:

i. reject the Non-Conforming Products and obtain a full refund from the PSA;
ii. reject the Non-Conforming Products and obtain prompt replacement at the PSA expense (including further shipping and insurance costs); or
iii. to retain the Non-Conforming Products at an equitably adjusted price.

8.3 Notwithstanding anything in this Section, a Buyer's right to raise claims in respect of latent defects shall survive for a period of twelve (12) months from the date of delivery.

8.4 Failure by a Buyer to notify the PSA of any visible variance, damage, or non-conformity within the fourteen (14) calendar days shall constitute acceptance that the Health Products were delivered in conforming condition as regards defects reasonably discoverable upon inspection. For the avoidance of doubt, deemed acceptance under this sub-section shall not affect a Buyer's rights in respect of latent defects under sub-section 8.3. above

8.5 For Health Products supplied by Global Fund's panel Suppliers: In case of disagreement between a Buyer and the PSA or the Supplier on the Defective Products o, the Health Products concerned shall be tested by a quality control laboratory compliant with quality assurance requirements as stated in the Global Fund's Quality Assurance Policy to be selected by mutual agreement between the Supplier and the Global Fund. A Buyer agrees that the results of the tests performed by the third-party quality control laboratory shall be final and shall not be challenged.

8.6 For Health Products supplied by PSA's Suppliers: In case of disagreement between a Buyer and the PSA or the Supplier on the Defective Products, the Health Products concerned shall be tested by a quality control laboratory compliant with quality assurance requirements as stated in the Global Fund's Quality Assurance Policy to be selected by mutual agreement between the Supplier and the PSA. A Buyer agrees that the results of the tests performed by the third-party quality control laboratory shall be final and shall not be challenged.

8.7 A Buyer acknowledges and agrees that in the event of variance of no more than 2% in the manufactured quantities for a particular order, the lower or higher quantity will be supplied, duly reflected in the shipping documentation and invoiced. In addition, where Supplier can only supply in full cartons, the quantity supplied will be adjusted to the nearest carton size (up or down) and shall be duly reflected in the shipping documentation and invoice. Any unfulfilled quantities under this section shall be deemed cancelled and closed without further obligation to deliver.

9. The PSA and the Supplier Warranties

9.1 the PSA shall on its own behalf and on behalf of the Suppliers represent, warrant and covenant the following:

i. All Health Products, including the packaging and labelling of such products, and services, to be supplied are new, of good quality, design, materials, construction and workmanship, free from any defects (including defects in design, materials or workmanship), are manufactured, stored and distributed in accordance with Good Manufacturing Practices, Good Storage Practices and Good Distribution Practices (deemed to mean the standards and guidance issued by the WHO), and do not infringe any patent of any third party or constitute a misappropriation or infringement of the trade secrets or other intellectual properties rights of any third party;
ii. All Health Products are genuine, non-counterfeit, and have been sourced exclusively through the manufacturer's authorized supply chain;
iii. All documentation accompanying the Health Products, including certificates of analysis, instructions for use, and batch records, is accurate, complete, and consistent with the applicable product dossier and regulatory authorizations;
iv. All Health Products shall be transferred to a Buyer free and clear of any liens, claims, encumbrances or security interest of any kind;
v. All Health Products conform strictly to the specifications, approved samples and industry standards;
vi. All Health Products and services are fit for the purposes for which such products and services are ordinarily used and that the Health Products are stored and packaged adequately to protect the integrity of the product during shipment, storage, recipient distribution and patient use when in compliance with storage recommendations of the Supplier/manufacturer;
vii. All Health 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 Health Products);
viii. PSA shall ensure that all Supplier/manufacturer's warranties offered to the PSA shall be passed on to a Buyer.

10. Insurance

the PSA shall arrange and procure insurance for the Health Products for 110% of the invoice value covering transportation from Supplier to the Ship-to-Address in accordance with the agreed Incoterm. The cost of such insurance is included in the Price Quote under the "Freight and Insurance" section. Notwithstanding the above, for countries with an increased risk as a result of war on land (WOL), the insurance will not cover any damage or loss in country or within countries with an increased country risk as a result of WOL. the PSA shall follow the official IHS Foresight Country Risk to determine if there is an increased country risk (WOL) in the countries of Ship to Address or countries of transit. If the country is rated as an elevated/high/severe risk country at the moment of issuance of the Price Quote , the PSA will examine together with a Buyer if a WOL cover is necessary or in case the Buyer demands that a WOL cover is established, then the PSA shall provide an additional premium applicable to the country to cover WOL and duly reflect it in the Price Quote. The Parties may examine and agree on alternative solutions (e.g. delivery to a different location).

11. Invoicing and Payments

11.1 In connection with the procurement and delivery of the Health Products, the PSA shall submit invoices through wambo.org reflecting actual costs incurred against advance payment made in accordance with the Proforma Invoice.

11.2 All Health Product costs and the cost for service provided by the PSA to a Buyer, excluding the PSA Service Fee, but, including without limitation the freight transport, insurance, security, importation taxes, customs clearance, handling charges, demurrage charges, temporary warehousing, and inland transportation, shall be charged at actual cost, unless otherwise agreed between a Buyer and the PSA.

11.3 Upon confirmation of receipt of the Health Products by the Buyer, the PSA shall reconcile estimated costs with actual costs through wambo.org and issue a Final Invoice Summary Statement. In the event if the Final Invoice Summary Statement indicates a remaining balance, the PSA shall issue a credit note and refund a Buyer or the Global Fund within thirty (30) calendar days of issuance of such credit note or hold the remaining balance on the PSA' account upon a Buyer's or the Global Fund's request.

In the event of a negative (outstanding) balance under the Final Invoice Summary Statement, the PSA will issue an additional invoice to a Buyer or the Global Fund, payable within thirty (30) calendar days. A Buyer or the Global Fund shall send the proof of payment through wambo.org and the PSA shall confirm the receipt of funds through an acknowledgement on wambo.org.

12. Force Majeure

If a Force Majeure situation arises, the PSA shall promptly notify a Buyer and the Third-Party Payer, where applicable, in writing of such condition and the cause thereof. Unless otherwise directed by a Buyer or Third-Party Payer in writing, the PSA shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Confidentiality

Both the PSA and a Buyer shall keep confidential all information that is not public information, including product information, product price, and any other information contained in the Purchase Order, unless compelled by the Global Fund or by applicable law. However, there will be no obligations of confidentiality or restrictions to the extent that the receiving party can demonstrate that any part thereof was:

i. Known to it prior to any disclosure by the disclosing party,
ii. Was in the public domain at the time of disclosure by the disclosing party,
iii. Becomes part of the public domain through no fault of the receiving party, and/or
iv. Becomes available to the receiving party from a third party not in breach of any legal obligation of confidentiality.

14. Dispute resolution

If any dispute, controversy or claim arises out of or in connection with the Agreement, the Parties agree that before submitting such dispute, incident or claim to arbitration as set out in the paragraph below, representatives of each Party shall, for a period of thirty (30) calendar days after notice of such matter is formally submitted to either of such representatives in writing, attempt in good faith to negotiate the resolution of the matter. The Parties shall inform the Global Fund of such dispute, incident or claim.

Subject to the amicable resolution described in the paragraph above, all disputes shall be finally settled by arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force at the time of the commencement of the arbitration. There shall be one arbitrator. The appointment authority for such arbitrator shall be the Secretary General of the Permanent Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English. All awards of the arbitral tribunal shall be final and binding upon the Parties.

15. Additional Requirements

The Parties agree to conduct all transactions under the Agreement in accordance with all applicable laws, regulations, and rules. the Parties are expected to uphold the highest standards of business integrity in their operations. The Parties shall not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

A Buyer confirms that by placing an order for Health Products, it does not violate the applicable laws and regulations governing the patent protection of pharmaceutical products or other health products as applicable.

Public announcement: Any public announcement, including press releases and media advisories, regarding the implementation of these Terms and Conditions, any associated Purchase Order or the work of the parties under a Purchase Order shall require the prior written approval of both Parties.

Child protection: Both Parties agree that all children, in all circumstances, have the right to feel and to be safe and to live free from harm, exploitation and abuse. Whenever directly interacting with children, both Parties shall each:

i. Strive to protect children from harm.
ii. Use language and behavior that is age-sensitive, culturally appropriate and respectful.
iii. Never use language that is condescending, harassing, abusive or sexually provocative.
iv. Obtain consent from a parent or guardian of a child (as defined by applicable local law) before conducting an interview or taking photographs or recorded images.
v. Never be alone with a child or children;

vi. Never possess, access, or distribute child pornography or take degrading, sexually suggestive or otherwise inappropriate photographs.
vii. Never engage children in any form of sexual activity or acts, including paying for sexual services or acts.

Both Parties commit to supporting child protection efforts and promoting awareness and understanding about child risk, harm, and harm to organization. Both Parties shall protect children from exploitation and abuse of all kinds in the performance of the Agreement. In carrying out the transactions hereunder, the PSA shall report to a Buyer and to the Global Fund any behavior the PSA believes may be child abuse or exploitation, suspicion of possession of child exploitation materials, and/or any child abuse or exploitation allegation made by a child or community member.

Sexual exploitation, abuse and harassment: Both Parties agree to support core principles regarding the prevention of sexual exploitation, abuse and harassment.

Lobbying activities: the PSA warrants that no funds it receives pursuant to the Agreement shall be used for lobbying activities, including, without limitation, activities which influence or attempt to influence any legislative or regulatory body, government official or their employees or agents, election, or political activity.

Audit and access:

i. the PSA shall keep, and shall make all reasonable efforts to cause the Supplier(s) to keep, accurate and systematic accounts and records in respect of the supply of the Health Products, which document uses of a Buyer funds (or the Third-Party Payer funds, on behalf of a Buyer, if applicable), and all information required in connection with any examination, evaluation, or assessment relating to the Agreement.
ii. the PSA shall permit a Buyer and/or the Third-Party Payer (if applicable) and/or persons appointed by a Buyer and/or the Third-Party Payer to inspect the applicable sites and/or the accounts and records relating to the procurement process, selection and/or contract execution (each as applicable), and to have such accounts and records audited by auditors appointed by a Buyer or the Third-Party Payer, if applicable, if requested by such Third-Party Payer.

Sanctions: Both Parties certify that they (i) do not, and will at no point during the validity of this Agreement appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"), and (ii) have not been, and will at no point during the validity of the Agreement be designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"). To determine whether there has been a published designation of an individual or entity by the 1267 Committee, The Parties should refer to the consolidated list available online at: https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list.

Fraud and Corruption:
Both Parties shall, and shall cause their personnel to, observe the highest standard of ethics during the procurement process, selection and contract execution (each as applicable), and refrain from the following practices:

i. "corrupt practice", defined as is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
ii. "fraudulent practice", defined as any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
iii. "collusive practice", defined as an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
iv. "coercive practice", defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
v. "obstructive practice", defined as (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the Third-Party Payer's inspection and audit rights.

Conflict of Interest: Both Parties shall take reasonable steps to minimize the opportunities for Conflicts of Interest to arise or occur. “Conflicts of Interest” include any situation where the impartial and objective implementation of the transaction is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest. the PSA shall fully cooperate with any independent investigation commissioned by a Buyer or any Third-Party Payer (if applicable) into any Conflict of Interest during the validity of the Agreement.

Supply Chain Integrity: For the segment of the supply chain under its responsibility, a Buyer shall uphold the integrity of the supply chain in all operations by ensuring, where applicable, that Health Products are transported and delivered in compliance with applicable laws and mandatory standards.

Pharmacovigilance: If engaged in the supply of pharmaceutical products, a Buyer shall strictly adhere to all applicable pharmacovigilance laws and regulations. A Buyer must ensure the safety, efficacy, and quality of products throughout their lifecycle. In the event of any adverse events or product issues, a Buyer is obligated to promptly report to the PSA and relevant regulatory authorities, assist in subsequent investigations, and take necessary actions to mitigate risks and prevent recurrence.