Note: This document is an indicative form of the Purchase Order Agreement that, if selected, Bidder in the Pharmaceutical Products Request for Proposals (RFP) will be required to enter into with the Global Fund in order to become a Panel Supplier.

This document is subject to change and refinement.

REQUEST FOR PROPOSALS (RFP) TGF-D-00014
Schedule C2
Purchase Order Agreement

The Global Fund to Fight AIDS, Tuberculosis and Malaria

and

(Supplier Name)

Purchase Order Agreement

in relation to Pharmaceutical Products

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Strategic Partnership Framework Agreement

Parties:

The Parties to this Agreement are:

1. The Global Fund to Fight AIDS, Tuberculosis and Malaria with its headquarters at Chemin du Pommier 40, 1218 Grand-Saconnex, Geneva, Switzerland (the ***Global Fund***); and
2. (Supplier Name) with its registered office at [●] (the ***Supplier***).

Hereinafter referred to together as the "Parties" or individually as the "Party".

Recitals:

(A) The Global Fund is an international financing institution created to raise and disburse funds to support large-scale prevention, treatment, and care programs for HIV/AIDS, tuberculosis, and malaria.

(B) The Global Fund has established a pooled procurement mechanism whereby Principal Recipients may procure certain Health Products through Procurement Services Agents (PSAs) selected by the Global Fund (the ***Pooled Procurement Mechanism***), including through the Global Fund's e-purchasing platform (wambo.org).

(C) As part of the Global Fund's Pharmaceutical Products Procurement Strategy 2023-2025 (described in RFP: TGF-D-00014 and on the Global Fund website, available at https://www.theglobalfund.org/en/business-opportunities/solicitations/), the Global Fund has decided to enter into Framework Agreements with certain Suppliers.

(D) With respect to the procurement of Pharmaceutical Products, the Global Fund launched a competitive process with eligible suppliers through the Request for Proposals (RFP) RFP: TGF-D-00014 (the "**Pharmaceutical Products RFP**") for antimalarial medicines, ARVs and other medicines used in HIV programs, and through that process the Supplier was selected.

(E) The Parties enter into this Agreement to set out, among other things, the terms and conditions on which the Supplier will supply Pharmaceutical Products to eligible buyers, including pursuant to the Pooled Procurement Mechanism.

In consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions have the following meanings:

ACTs means artemisinin-based combination therapies.

Additional Products has the meaning given in Section 3.2.

Affiliate means in relation to any Person, any Subsidiary or Parent of that Person and any subsidiary of any such Parent, and any person acting on behalf of any such Person (including an agent, sub-contractor, or consultant) with regard to the performance of an obligation contained within this Agreement, in each case from time to time.

Agreement means this Purchase Order Framework Agreement.

Antimalarial medicines are finished pharmaceutical products used to treat, prevent and reduce the transmissibility of malaria.

API means Active Pharmaceutical Ingredient.

Applicable Laws means any federal, national, supranational, state, and local laws, rules, regulations (including those of a professional body), ordinances, administrative statutes, codes, orders, or requirements of any country or jurisdiction applicable to the Supplier, the Global Fund, or an Affiliate of the Supplier or the Global Fund, as the context may require.

ARVs means antiretroviral medicines, which are finished pharmaceutical products used to treat, prevent and reduce the transmissibility of HIV.

Authorized Officer has the meaning given in Section 16.10.

Base Price means the price for Covered Products offered by the Supplier under this Agreement, without any discounts.

Books and Records has the meaning given in Section 12.2.1.

Buyer means the Procurement Services Agent.

Change of Control means a change of control of a firm, with "control" being defined as the power to exercise a direct or indirect decisive influence over the management or policies of a firm, including its commercial strategy, whether through the ownership of voting securities, by contract, or otherwise. Any person who owns beneficially, either directly or through one or more controlled firms, more than 25 percent of the voting securities of any firm is presumed to control the firm.

Code of Conduct for Suppliers means the Global Fund's *Code of Conduct for Suppliers*, as amended from time to time and available on the Global Fund's website at: http://www.theglobalfund.org/en/governance-policies/.

Confidential Information means all information given to a Party (or any of its Representatives) by the other Party (or any of its Representatives), or otherwise acquired by such Persons in the performance of or in relation to this Agreement, including any information regarding products, advertising, distribution, marketing, strategic plans, costs, productivity or technological advances (and, for the avoidance of doubt, such information includes written information and information transferred or obtained orally, visually, electronically or by any other means which is or can be reduced to writing).

Confirmed Order has the meaning given in Section 6.3.2.

Covered Product(s) means Pharmaceutical Products to be supplied by the Supplier to Buyers pursuant to this Agreement and as further detailed in Schedules A and B.

Covered Product Manufacturing Location(s) means the physical location(s) and plant(s) at which the Supplier will manufacture the Covered Products.

Default has the meaning given in Section 13.6.

Defective Products mean any Covered Products that fail to meet quality requirement (faulty manufacture, product deterioration, detection of falsification, non-compliance with the marketing authorization or product specification file, or any other serious quality problems) which may result in the recall of the product or an abnormal restriction in the supply.

Discounted Price means the price offered by the Supplier for Supplier Purchase Orders placed ten (10) weeks or more in advance before the delivery date required by the Buyer, or in some cases Supplier offers Covered Products from stock with discounted price, lower than their regular price for specific orders.

Effective Date means the date this Agreement has been signed by both Parties. If each Party has signed on a different date, then the later date shall be the Effective Date.

ERP means an independent Expert Review Panel composed of external technical experts that reviews the potential risks/ benefits associated with the use of a product that is not yet WHO-prequalified or SRA authorized and makes recommendation to the Global Fund for procurement. The ERP is further described in the Quality Assurance Policy.

FCA means Incoterm Free Carrier.

FOB means Incoterm Free on Board.

Force Majeure event means an event beyond the control of the Global Fund or the Supplier, which by its nature could not have been foreseen by the Global Fund or the Supplier, or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity, one or more acts of terrorism or failure of energy sources, significant decrease of Global Fund's donors' contributions, significant currency fluctuations, financial crises, significantly increased financial or economic exposure howsoever arising.

Fraud and Abuse includes "corrupt practices", "fraudulent practices", "coercive practices", "collusive practices", "anti-competitive practices", "abusive practices", "obstructive practices", "retaliation", "money laundering" and "financing of terrorism" as all defined by the Code of Conduct for Suppliers and/or by the Global Fund Policy to Combat Fraud and Corruption (available at: https://www.theglobalfund.org/media/6960/core_combatfraudcorruption_policy_en.pdf?u=636602523070000000).

Health Products means: (i) pharmaceutical products; (ii) durable and non-durable in vitro diagnostic products, microscopes and imaging equipment; (iii) mosquito nets; and (iv) consumable/single use health products (including condoms, insecticides, therapeutic nutritional support, general laboratory items and injection syringes), which are financed out of Global Fund grant funds or as may be otherwise defined in the Guide to the Global Fund Policies on Procurement and Supply Management of Health Products and set out at https://www.theglobalfund.org/en/sourcing-management/

Incoterms means the International Commercial Terms 2020 as defined by the International Chamber of Commerce and which define the responsibilities of sellers and buyers for the delivery of goods under sales contracts.

Loss has the meaning given in Section 8.1.

National Drug Regulatory Authority or ***NDRA*** means the official drug regulatory authority of a country.

Non-Conforming Products means any product that does not match either the commercial or technical specifications either in this Agreement or in any individual Supplier Purchase Order(s) pursuant to this Agreement.

Parent means a Person which, in relation to another Person, holds a majority of the voting rights in the Person; has the right to appoint or remove a majority of its board of directors (or equivalent); has the right to exercise a dominant influence over the Person by virtue of provisions contained in the Person's memorandum or articles (or equivalent) or by virtue of a control contract; or controls alone, or pursuant to an agreement with others, a majority of the voting rights in the Person, in each case, whether directly or indirectly through one or more subsidiaries.

Person means any individual, firm, company, joint venture, association, partnership, trust, government, or any other similar entity in any jurisdiction.

Pharmaceuticals Products means antimalarial medicines and/or antiretroviral and other selected medicines used in HIV programs.

Pharmaceutical Products RFP has the definition given in the Recitals.

Pooled Procurement Mechanism or ***PPM*** has the meaning given in the Recitals.

Price & Quality Reporting *or* ***PQR*** means an online database of the Global Fund that collects data on purchases made by Global Fund-supported programs.

Pricing has the meaning given in Section 3.1.

Principal Recipient means a person that receives grant funds from the Global Fund to implement a relevant program.

Procurement Services Agent or ***PSA*** means the Procurement Services Agent selected by the Global Fund to act as an agent on behalf of Principal Recipients in the procurement of Health Products through the Pooled Procurement Mechanism. As of the Effective Date, the PSA for Pharmaceutical Products to be procured for PPM pursuant to this Agreement is Stichting Iplussolutions. If the PSA changes during the Term, the Global Fund will immediately inform the Supplier of such change and share the new PSA's terms and conditions.

Product Attributes has the meaning given in Section 5.4.1.

PSA Agreement means the agreement between the PSA and the Global Fund pursuant to which the PSA implements the Pooled Procurement Mechanism by acting as agent of Global Fund Principal Recipients in the procurement of Health Products.

PSA Terms and Conditions means the terms and conditions of the Procurement Services Agent applicable for purchases of Covered Products pursuant to this Agreement, as available at:www… *The PSA Terms and Conditions will be published shortly; For the purpose of the Pharmaceutical Products RFP, the PSA Terms and Conditions are shared separately*

Quality Assurance Policy means the applicable Global Fund Quality Assurance Policy for Pharmaceutical Products as set out on the Global Fund website at https://www.theglobalfund.org/en/sourcing-management/quality-assurance/medicines/ and as amended from time to time.

Representatives means, in relation to a person, its respective Affiliates and the directors, partners, officers and employees of that person and/or of its respective Affiliates.

Royalty Price means the price offered by the Supplier that is Incoterm EXW price plus a percentage of royalty (exclusivity of rights, Intellectual property rights) calculated based on how much profit margin the intellectual property contributes to their revenue.

Shelf Life means the period from the date of manufacture of the relevant Covered Product to the expiry date (as specified by the manufacturer), during which full compliance of the Covered Products with the manufacturer's standards is guaranteed by the manufacturer.

Stringent Drug Regulatory Authority or ***SRA*** has the meaning given in the Quality Assurance Policy.

Subsidiary means any person in relation to which another person is its Parent.

Supplier Purchase Order means an agreement between a Buyer and the Supplier for the procurement and delivery of Covered Products.

Taxation, ***Tax*** or ***Taxes*** shall mean all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, value added tax or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, excises, tariffs, contributions and levies (including social security contributions and any other payroll taxes), imposed in any relevant jurisdiction (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto.

Term has the meaning given in Section 13.1.

wambo.org is the electronic purchasing platform through which PPM transactions are to be processed. More information is available at https://www.theglobalfund.org/en/wambo/.

wambo.org Pilot's Participants are governments and non-government development organizations with access to the Pooled Procurement Mechanism through their participation to Global Fund's wambo.org pilot, as established by the Global Fund's Board decision GF/B42/DP05 and using funds other than Global Fund's grant funds for the procurement of Health Products available in wambo.org.

WHO means the World Health Organization.

WHO or SRA Good Manufacturing Practices (GMP) Requirements means the current good manufacturing practices applied and certified by WHO or by the applicable SRA (as the case may be), which ensure that pharmaceutical products are consistently produced and controlled according to quality standards appropriate to their intended use.

WHO Prequalification Program means the program managed by WHO which prequalifies (a) medicines that are considered to be acceptable for procurement by the United Nations and specialized agencies; and (b) quality control laboratories for medicines.

2. AGREEMENT SCOPE AND STRUCTURE

2.1 This Agreement between the Global Fund and the Supplier, which has been selected as a result of Pharmaceutical Products RFP: TGF-D-00014, sets the terms and conditions under which the Supplier shall supply the Covered Products via the PPM to Buyers, and the obligations of both Parties. This Agreement shall prevail over any specific terms and conditions agreed upon between the Supplier and Buyers (including PSA Terms and Conditions), which shall prevail over any Confirmed Orders issued under such specific terms and conditions unless expressly agreed upon between the Supplier and the Buyer and as long as the relevant Confirmed Order is in accordance with the Agreement.

2.2 Covered Products and Location(s) of Production. The Covered Products and Location(s) of Production are set forth in Schedule A.

3. PRICING OF SUPPLIER PRODUCTS

3.1 Pricing. The Pricing for the Covered Products refers to the Base Price, the Discounted Price or the Royalty Price, as applicable, and as set forth in Schedule B.

3.2 Pricing for Additional Products. If the Global Fund requests the Supplier to provide under this Agreement additional products for which there is not an agreed price at the time of such request (***Additional Products***), the Parties acknowledge and agree that:

3.2.1 The proposed pricing of those Additional Products will be based on the established costs of manufacture and raw materials and additional information as agreed to between the Parties;

3.2.2 The Global Fund may act on its sole discretion in deciding whether to agree to the proposed pricing for such Additional Products; and

3.2.3 If the Parties are unable to agree on pricing for those Additional Products, the Global Fund reserves the right to enter into an agreement with another Person for supply of those Additional Products.

3.3 Technical Aspects of Agreement Pricing. The following terms and conditions will apply to all Pricing arrangements and purchases of Covered Products under this Agreement:

3.3.1 Incoterms

a) The standard shipping terms quoted shall be EX-Works Incoterms 2020. The Global Fund reserves the right to request alternative Incoterms to meet specific programmatic or geographic requirements, and the Supplier agrees to act in good faith to meet any such alternative terms.

b) The Incoterm for delivery for particular purchases of Covered Products pursuant to the Agreement, including purchases by the PSA under the Pooled Procurement Mechanism, will be specified in the relevant Supplier Purchase Order, and any price difference from the EX-Works price for that revised Incoterm will be reflected in the purchase agreement between the Supplier and the Buyer and will be invoiced appropriately to the relevant party based on the actual applicable Incoterm.

3.3.2 All financial values relating to this Agreement shall be denominated in United States Dollars.

4. PRODUCT, PACKAGING, REGULATORY AND QUALITY ASSURANCE REQUIREMENTS

4.1 Product Requirements. The Supplier represents and warrants that all Covered Products supplied under this Agreement meet these criteria; and the Global Fund will only authorize the Buyer(s) to procure Covered Products that meet the following criteria:

4.1.1 The Covered Products comply with the Global Fund Quality Assurance Policy for Pharmaceutical Products (https://www.theglobalfund.org/en/sourcing-management/quality-assurance/medicines/)

4.1.2 The Covered Products comply with the quality standards established as articulated in the Guide to the Global Fund Policies on Procurement and Supply Management of Health Products (https://www.theglobalfund.org/media/5873/psm_procurementsupplymanagement_guidelines_en.pdf)

4.1.3 The Covered Products comply with this Section 4 as subsequently confirmed on the relevant Supplier Purchase Order.

4.1.4 For any Covered Product that is eligible as a result of being permitted for use based on the recommendation of the ERP, the Supplier understands that upon expiry of the relevant ERP-advised period of permitted use, the Covered Product will no longer be eligible for procurement under this Agreement.

4.2 Packaging Requirements.

4.2.1 Packing for Shipment. The Supplier shall pack, store and mark the Covered Products in compliance with the requirements of this Agreement as well as all Applicable Laws and sound international commercial practice for such Covered Products. All Covered Products shall be properly prepared for shipment (domestic or export) to withstand exposure to the elements and rough handling during air, sea or land shipment. Such packaging must be sufficient to ensure safe arrival at destination, and fully cover such

hazards as extreme temperature, as well as exposure to weather and open storage. The Supplier shall mark each item of export and import packaging with a description of the Covered Products and shall enclose a packing list in a secure and durable envelope. Damage and/or loss resulting from improper packing, export, import, storage, marking, and preparation for shipment shall be at the Supplier's risk and expense.

4.2.2 Packaging and Labelling Requirements. The Supplier shall ensure that all Covered Products supplied under this Agreement comply with the following packaging and labelling requirements:

a) The packaging, labelling and accompanying material for each Covered Product shall be in compliance with any Applicable Laws, and with the materials and labels approved by the WHO prequalification Program or an SRA during the assessment of said products or as permitted for use based on the recommendation of the ERP (as the case may be) as well as sound international practices for the packaging and labelling of such Covered Product.

b) The Covered Product packaging and related specifications for each Covered Product shall be in compliance with the approval of the WHO Prequalification Program, or the approval of the relevant SRA, or as permitted for use based on the recommendation of the ERP (as the case may be).

c) Covered Products shall be packaged in closed and sealed primary or secondary packaging, ensuring that the containers adequately protect Covered Products while they are in transit, stored in warehouses or on pharmacy shelves under conditions expected to prevail in the relevant countries.

4.2.4 Packaging for shipment. Further to the specifications detailed in this Section 4, the Supplier shall comply with the shipping instructions shared by the Buyer when the Supplier Purchase Order is placed. The Supplier shall ensure that Covered Products are handled under its responsibilities following good storage, handling and distribution and provide assurance that special transport conditions are adequately forwarded to the PSA and/other Importers or supply chain Services providers.

4.3 Supplier Product Registration. The Supplier shall use all its reasonable commercial endeavors to enable timely registration of Covered Products with the NDRA of relevant countries. The Supplier shall be responsible for all costs related to such registration. Upon request by the Global Fund, the Supplier shall provide to the Global Fund an update on the status of the NDRA registration of any Covered Product.

4.4 Quality Assurance Requirements and Related Obligations of the Supplier.

4.4.1 *Responsible person***.** The Supplier shall designate a responsible person in charge of communication with the Global Fund on quality related issues as set forth in this Agreement.

4.4.2 The Supplier shall, and shall cause any third-party manufacturer to, comply with the quality requirements and standards set out in the Quality Assurance Policy, the requirements of the relevant NDRA and any Applicable Laws with respect to the manufacture and transport of Covered Products.

4.4.3 *WHO Prequalification, SRA Authorization and ERP Recommendation*.

a) As Covered Products will be pre-qualified by WHO or approved by a SRA, the Supplier shall ensure that all Covered Products strictly comply with the WHO Prequalification Program or of the relevant SRA (as the case may be) approved products (same manufacturing site, same APIs, same manufacturing process, same specifications, same packaging material), WHO or SRA Good

Manufacturing Practices (GMP) Requirements (as the case may be) and requirements relating to quality, safety and efficacy of the relevant Covered Product.

b) In the case of Covered Products that have been permitted for use based on the recommendation of the ERP, the Supplier shall ensure that all Covered Products supplied under this Agreement comply with the requirements of the manufacturer's standards as provided to the ERP, including, WHO or SRA GMP Requirements (as the case may be) and requirements relating to quality, safety, and efficacy of the relevant Covered Product.

c) The Supplier shall manufacture, control and release each batch of Covered Products in accordance with the content and terms of WHO Prequalification and/or SRA authorization for use or based on the recommendation of the ERP. The Supplier shall provide to the Global Fund a copy of the WHO Prequalification approval or SRA approval, including the relevant annexes for labelling/packaging, products specifications.

d) After WHO Prequalification and/or SRA approval, the Supplier shall notify the Global Fund in writing of any regulatory change to the initial prequalification or authorization for use such as any change in API source, packaging/labelling, stability and/or specifications that may materially adversely impact the quality of the product.

4.4.4 *GMP Standard*.

a) The Supplier shall manufacture, control and release, store and distribute Covered Products in accordance with the current internationally recognized (WHO and SRA) Good Manufacturing Practices (GMP) and Good Distribution Practice (GDP).

b) Each batch of Covered Products should be tested as per the approved specifications and released by the qualified person of the Supplier.

c) The Supplier shall notify the Global Fund in writing of any regulatory event related to the initial manufacturing authorization (e.g. withdrawal, suspension, restrictions) that may materially adversely impact the quality of Covered Products.

4.4.5 *Quality Audit.*

a) *Audit rights:* Upon written notice to the Supplier and not less than seven (7) calendar days' written notice, the Global Fund or its agent shall have the right to carry out on-site quality audits of the Supplier and its Affiliates.

b) *Audit Terms and Conditions*: The Global Fund shall have the right to conduct such quality audit at any time during the Term. Such quality audit will be during normal business hours, may be conducted by the Global Fund (including its Office of the Inspector General) or by an agent of the Global Fund, will be at the expense of the Global Fund, and will be carried out in a manner that does not unreasonably interfere with the normal conduct of the Supplier's business.

c) The Supplier shall permit all reasonable access, without limitation, to the manufacturing, packaging, warehousing and laboratory areas related to the production, control, storage and distribution of the Covered Product(s), including pertinent documentation. The Supplier shall use all its reasonable commercial endeavors to ensure that its Affiliates, cooperate with the Global Fund and its agents in the conduct of such quality audit, including by making staff available to answer questions, providing reasonable use of facilities to assist with the inspection and producing originals of documents if deemed relevant by the Global Fund.

d) *Audit results and follow-up:* The results of the quality audit and the observation(s) shall be sent to the Supplier by means of a written report. The Supplier must ensure a satisfactory follow up to the observations made during the quality audit performed by the Global Fund, and take corrective actions mutually agreed upon by the Parties.

e) *Supplier Audits and Undertakings*: In addition, the Supplier shall audit any subcontractor in accordance with the Supplier's internal audit policies, and shall permit the Global Fund to review any such audit report in connection with the Global Fund's audits as contemplated above. The Supplier shall use all its reasonable commercial endeavors to obtain the consent of any such subcontractor for the Global Fund to participate in any quality audit conducted by the Supplier, or to conduct its own quality audit of such subcontractor.

4.4.6 *Regulatory authority inspection.*

a) The Supplier shall allow foreign and local governmental authorities to inspect facilities, operations and quality systems, as it is necessary to facilitate, obtain or maintain the registration in the countries where the Supplier or its Affiliates, licensees or distributors, as the case may be, desire to sell the Covered Product(s).

b) The Supplier shall provide upon request made by the Global Fund, and through a confidentiality agreement if this is required, inspection/audit reports established by any national/local regulatory body, which include also plan of corrective actions.

c) The Supplier shall inform the Global Fund of any planned inspections of the WHO Prequalification or any United Nations organization, SRA or NDRA.

d) The Supplier shall within two (2) weeks provide the results of the inspections of SRA, WHO Prequalification or other NDRA member of internationally recognized institutions (e.g. Pharmaceutical Inspection Cooperation Scheme) including any follow–up and exchange of documentation such as plan of corrective actions.

e) The Supplier shall immediately notify the Global Fund in writing of any regulatory or GMP violations (e.g. Food and Drug Administration (FDA) Warning Letter, WHO Pre-qualification Team Notice of Concern or Notice of suspension) identified during authority GMP inspections and impacting the quality of the Covered Product(s) intended to be shipped and/or potentially affecting the ability of the Supplier to produce or ship the Covered Products.

4.4.7 *Retention of samples.* The Supplier shall store Covered Product(s) retention samples (for finished products and active ingredient), sufficient to perform at least two (2) full specification analyses, in containers that are equivalent to or more protective than the commercial packaging. Samples are to be retained for one (1) year after the expiry date of the batch assigned by the Supplier or for three (3) years after distribution, whichever is the longer retention of records/documentation.

4.4.8 *Global Fund Quality control*

a) *Process*: The Supplier shall provide, upon request by the Global Fund, samples of any Covered Products ordered under this Agreement for the purpose of having quality control tests of such Covered Products undertaken at Global Fund contracted laboratories.

b) *Confidentiality*: The Supplier acknowledges that any laboratory engaged in accordance with this Section 4.4.8 shall, in accordance with standard industry practice or as otherwise agreed between the Supplier and the Global Fund, be obliged to respect the confidentiality and non-disclosure clauses of this Agreement.

c) *Costs*: Responsibility for any costs incurred in conducting quality control testing pursuant to this Section 4.4.8 shall be determined by prior written agreement between the Supplier and the Global Fund.

d) *Notification*. If a Covered Product is found to be a Defective Product following quality control testing pursuant to this Section 4.4.8, the Global Fund shall notify the Supplier of that determination for further investigation.

4.4.9 *Retention of records.*

a) The Supplier shall store the original master batch records, the executed batch records, and all other original documentation that is related to the manufacture of Covered Products and that is required to be maintained under GMP, protected from destruction and unauthorized access, for one (1) year after the expiry date of the batch assigned by the Supplier or for three (3) years after distribution, whichever is the longer.

b) The Supplier and its Affiliates shall make readily available upon request by the Global Fund, the records providing the traceability data regarding the distribution of the Covered Products shipped such as batch numbers, quantities, name of destination, location of the destination, etc. The records shall be shared within fourteen (14) calendar days, except in cases of Non-Conforming Product, Defective Products, recall and falsified products, for which the required timeframe of Sections 4.4.10b and 4.4.10f apply.

4.4.10 *Defective Product and recall.*

a) The Supplier shall inform the Global Fund if any received complaint on quality defect may also have a material impact on batches supplied (i.e., the complaint constitutes a potential risk to patients' health or safety).

b) Within seven (7) calendar days of the Supplier becoming aware of it, the Supplier shall inform the Global Fund of any quality issue that may result in a recall of supplied product(s) or finished drug product made thereof.

c) It is the primary responsibility of the Supplier to make the decision on product recalls and to implement it. However, in exceptional circumstances where the health or safety of patients may be impaired, the Global Fund may require the Supplier to recall the products and/or take appropriate action to remove the Covered Product from sale or use.

d) In case of product recall of Covered Products already supplied under this Agreement, the Supplier shall inform and consult with the Global Fund on how the recall would proceed.

e) Upon request made by the Global Fund, the Supplier will report upon closure of the recall and on its efficacy.

f) Within seven (7) calendar days of the Supplier becoming aware of it, the Supplier will inform the Global Fund of any sale or distribution of counterfeits of Covered Products in any country.

4.4.11 *Non-Conforming Products.* In case of Defective Products or Non-Conforming Products observed by the Supplier, only after shipment of batches of the Covered Product(s), the Supplier shall within five (5) calendar days and appropriately notify the Global Fund who may then request additional information. The Supplier shall conduct a deviation investigation, identify and apply corrective and preventive action.

4.4.12 The Supplier acknowledges and agrees that, at Global Fund’s determination, if the Covered Products raise lack of efficacy, actual or potential quality or safety concerns, the Global Fund has the full right to prohibit Principal Recipients to use Global Fund’s grant funds to purchase the said Covered Products. Prohibition to Principal Recipients

is generally communicated through Quality Assurance Notices issued by the Global Fund and published on the Global Fund's website.

4.4.13 *Specification and analytical method.*

a) Pharmacopoeia. Covered Products shall comply with the Supplier's specifications and validated methods as approved by the WHO Prequalification Program, or the relevant SRA or as permitted for use based on the recommendation of the ERP.

b) Upon request and through a confidentiality agreement if this is required, the Supplier shall provide to the Global Fund the current approved specifications by the WHO Prequalification Programme, the relevant SRA, or as permitted for use based on the recommendation of the ERP and any in-house methods, including validation reports, used for testing according to the agreed specifications (where there are no compendia methods).

c) Upon request, the Supplier shall provide to the Global Fund reasonable quantities of any non-compendia, commercially not available reference standards necessary to perform the tests included in the product specifications.

4.4.14 *Shelf Life*. Covered Products shall comply with the shelf life approved by the WHO Prequalification program or by the relevant SRA and for the remaining shelf life with the requirements of the relevant Buyer as agreed between the Supplier and the Buyer and as specified in the relevant Supplier Purchase Order. The Supplier guarantees that the quality of the Covered Products will remain the same until the end of the shelf life if stored in a dry space, protected from light, and at storage temperatures conforming to the Supplier Product requirements.

4.4.15 *Pharmacovigilance.*

a) The Supplier shall have permanently and continuously at its disposal an appropriately qualified person responsible for pharmacovigilance and in particular in charge of the establishment and maintenance of a pharmacovigilance system. All suspected serious adverse reactions shall be submitted to the relevant competent authorities.

b) For ERP products, all suspected serious adverse reactions should be communicated to the Global Fund.

c) Immediately after the Supplier has become aware of it, the Supplier shall inform the Global Fund of any serious health or safety issue for patients such as adverse reactions/events that might influence the evaluation of the benefits and risks of the Covered Products.

d) The Supplier shall implement the risk management plan as approved by regulatory / WHO PQ.

e) The Supplier shall provide upon request of the Global Fund and through a confidentiality agreement if required, any update regarding the implementation of the risk management plan.

4.4.16 *Sales.* The Supplier shall provide upon request made by the Global Fund, all data relating to the volume of sales of the Covered Products under this Agreement.

4.5 Defective Covered Products

In case of Defective Products, or non-compliance with the Quality Assurance Policy and other quality requirements and related standards as per the Guide to the Global Fund Policies on Procurement and Supply Management of Health Products, or other quality concerns with regard to the Covered Products, the Global Fund shall have the right, at Global Fund's discretion, to request the Supplier to quarantine and/or recall of Covered

Products, and obtain replacement or reimbursement of such Covered Products. If, as a result of such situation and in case impacted Covered Products have already been purchased or delivered, the Global Fund has to purchase substitute products at pricing higher than Covered Products Pricing, and/or has to organize a delivery by air freight as opposed to sea freight because of urgency, the Supplier shall compensate the Global Fund for any additional costs.

In case of disagreement between the Supplier and the PSA, the Principal Recipient, or the Global Fund, on the Defective Products or non-compliance, the Covered Products concerned shall be tested by a Quality Control laboratory compliant with quality assurance requirements as stated in the Quality Assurance Policy to be selected by mutual agreement between the Supplier and the Global Fund. The Parties agree that the results of the tests performed by the third-party Quality Control laboratory shall not be challenged by the Parties.

4.6 Monitoring and Enforcement of Product Requirements and Quality Standards

Unless the Global Fund instructs the Supplier otherwise, the PSA shall be responsible for monitoring and enforcing the Supplier's compliance with the requirements of this Section 4, and the Supplier will cooperate with such monitoring and enforcing activities.

5. COLLABORATION

5.1 The Parties will join efforts to maintain an open and effective dialogue in connection with their common interests and goals.

5.2 The Supplier shall cooperate and participate in regular meetings organized by the Global Fund. The Supplier is expected to provide the information, including but not limited to the following:

- Operational updates, which may have an impact on delivery performance
- Supplier's updated manufacturing capacity.
- Company update/presentation: update and market trends
- Upstream visibility of sources of API and Key Starting Materials for key formulations identified by the Global Fund

5.3 Upon prior written approval of the Supplier, the Global Fund may share some of the information provided during the Contract & Performance Reviews with other large buyers for the purpose of coordination where there may be supply constraints identified by the Global Fund and subject to a confidentiality agreement between the Global Fund and the relevant large buyer.

5.4 Collaboration on GS1 Gobal Data Synchronization Network

5.4.1 The Global Fund is facilitating work to enable product supply chains for low- and middle- income countries to access and use product identification data based on global standards in order to support improved supply chain efficiency and security ("**Purpose**"). In support of this Purpose, the Global Fund is leveraging the GS1 Global Data Synchronization Network ("**GDSN**") to source master data from the Supplier used to identify Health Products related to HIV/TB/malaria health programs as listed in Annex 1 ("**Product Attributes**") in order to make that standardized data available for managing products in global and national supply chains.

5.4.2 The Suppliers shall provide and maintain all Product Attributes by uploading all related data to a GDSN-certified source data pool that the Global Fund will subscribe to access and synchronize.

5.4.3 The Global Fund wishes to make publicly available for the Purpose the Product Attributes. To achieve the Purpose, the Supplier hereby grants to the Global

Fund and to the PSA a royalty-free, fully paid-up license to access, use, copy, disclose, display, disseminate, publish, sublicense under the same terms, and otherwise make generally and publicly available for use for the Purpose Supplier's Product Attributes listed in Annex 1 as provided by the Supplier through the GDSN (or alternate mechanisms).

5.4.4 This license is perpetual unless the Supplier provides written notice of termination, in which case the Global Fund's licensed rights, and any rights provided to others under the conditions noted, terminate thirty (30) calendar days following the Global Fund's receipt of the notice of termination. The Global Fund and the PSA shall have no liability for the use of Product Attributes by others, except to the extent the Global Fund has violated the conditions of its license. Except as otherwise expressly stated in this Agreement, the Global Fund acknowledges that all proprietary rights in and to the Supplier's Product Attributes shall be and remain with the Supplier.

6. ORDERING PROCESS

6.1 PSA as Purchaser

Absent instruction to the contrary from the Global Fund to the Supplier, purchases of Covered Products under the Pooled Procurement Mechanism will be made by the PSA, as agent of, and on behalf of, the relevant Global Fund Principal Recipient, pursuant to the Pooled Procurement Mechanism, the terms of this Agreement and the PSA Agreement. The PSA may also place orders on behalf of wambo.org Pilot Participants.

6.2 Mandatory PSA Terms and Conditions

All purchases of Covered Products by the PSA from the Supplier pursuant to this Agreement shall be pursuant to the PSA Terms and Conditions. Absent instruction to the contrary from the Global Fund to the Supplier for any purchase transaction, the Supplier shall only sell Covered Products to the PSA pursuant to this Agreement and the PSA Terms and Conditions.

6.3 Summary of Operational Arrangements

This following section summarizes the respective roles of the Global Fund, the PSA, the Supplier, and the relevant Principal Recipient(s) (or wambo.org Pilot Participants, where applicable) under this Pooled Procurement Mechanism. This summary is provided for information only and is a description of the arrangements in place as of the Effective Date, which are subject to change at the Global Fund's discretion, subject to the terms of this Agreement.

6.3.1 *Supplier Allocation*: Upon purchase request from the Principal Recipient, the Global Fund will select the supplier(s) that may fulfil the request . The PSA will generate the associated Supplier Purchase Orders that will be placed pursuant to the PSA Terms and Conditions, which have been agreed upon in advance by the Global Fund and the PSA.

6.3.2 *Contractual Arrangement between PSA and Supplier*: Acting on behalf of a Principal Recipient (or wambo.org Pilot Participants, where applicable), the PSA will establish a legally binding contract in the form of a confirmed order (a "Confirmed Order") with a Panel supplier in the procurement and delivery of the relevant products.

6.3.3 *Order Placement and Management*: In managing the order placement process through the PPM, the PSA will:

a) seek guidance/input from the Global Fund regarding the appropriate supplier(s) for each applicable purchase (in line with agreed processes with the Global Fund);

b) place orders on behalf of the Principal Recipient (or wambo.org Pilot Participants, where applicable) with the appropriate supplier pursuant to the terms of this Agreement and the PSA Agreement;

c) notify the Principal Recipient (or wambo.org Pilot Participants, where applicable) of the applicable delivery due date and other reporting requirements, including as set forth in this Agreement and the PSA Agreement. The supplier(s) will confirm to the PSA, on receipt of the Supplier Purchase Order from the PSA, when the first shipments will be available for inspection and the final price;

d) manage the execution of the orders with the selected supplier(s), including tracking the purchase volume and reporting to the Global Fund on the status of the PPM volume to suppliers;

e) establish and maintain required shipping, insurance, and freighting agreements with relevant agents, and process and manage associated orders according to Principal Recipient needs (or wambo.org Pilot Participants' needs, where applicable); and

f) coordinate the required pre-shipment inspection and quality testing, if required.

6.3.4 *Invoice Payment*: The PSA will be responsible for the timely and appropriate payment of invoices from suppliers, according to the PSA Terms and Conditions.

6.4 Supplier Monitoring and Reporting. The PSA will:

6.4.1 monitor, manage performance of individual Supplier Purchase Orders and report on the performance of suppliers to the Global Fund;

6.4.2 report to the Global Fund on purchases made pursuant to this Agreement; and

6.4.3 input data to the Global Fund Price & Quality Reporting (PQR) system.

6.5 Legal Status of the PSA

Unless the Global Fund expressly notifies the Supplier otherwise, the PSA shall act solely as an agent of each applicable Principal Recipient (or wambo.org Pilot Participant, where applicable), shall obtain written instructions or consent from the Principal Recipient (or wambo.org Pilot Participant, where applicable) in relation to all material activities conducted by the PSA, and shall not represent or have the power to legally obligate the Global Fund.

6.6 Limitation

For the avoidance of doubt, the matters detailed in Sections 6.3 and 6.4 of this Agreement are only for the information of the Parties. Unless otherwise stated in this Agreement, the Global Fund shall not be liable or responsible in any way for managing these matters (including paying for them or procuring them or ensuring that any of them are obtained in a timely fashion).

7. SUPPLIER CONDUCT AND ACKNOWLEDGEMENTS

7.1 Supplier Conduct. For all activities conducted pursuant to this Agreement, the Supplier shall:

7.1.1 comply with, and conduct its activities that involve the Global Fund, including pursuant to this Agreement, in compliance with the Code of Conduct for Suppliers;

7.1.2 comply with all Applicable Laws, including applicable laws of the countries for which Covered Products are procured, delivered, and used (including procurement laws, regulations, and procedures applicable to the relevant Global Fund Principal Recipients); and

7.1.3 not induce any Person to breach any Global Fund policy (including the Code of Conduct for Suppliers or the Policy on Conflict of Interest) or any laws, including Applicable Laws of the countries for which Covered Products are procured, delivered, and used (including procurement laws, regulations, and procedures applicable to the relevant Global Fund Principal Recipients).

7.2 Supplier Acknowledgements. The Supplier acknowledges and agrees to the following:

7.2.1 The investigative, decision-making, and sanctions policies and processes of the Global Fund, including the activities of its Inspector General and the Code of Conduct for Supplier, and consideration of any findings of Fraud and Abuse by the Global Fund Sanctions Panel should the Global Fund in its sole discretion choose to refer the matter to the Sanctions Panel, can and will apply to (i) the Pharmaceutical Products RFP, (ii) this Agreement, and (iii) any other matter relating to procurement of the Covered Products with Global Fund resources, and these processes may include, without limitation, public disclosure at the Global Fund's full discretion of any findings and/or decisions; and

7.2.1 The Global Fund has full discretion to audit or investigate any potential Fraud and Abuse, whether occurring in the past, present, or future, associated with the procurement of the Covered Products with Global Fund resources, and the Global Fund at its full discretion may publish the findings of such investigations; through participation in the Pharmaceutical Products RFP, the Supplier acknowledges these processes and will not challenge in any setting the investigation by the Global Fund of potential Fraud and Abuse associated with procurement of the Covered Products with Global Fund resources, the dissemination of investigation findings and the responses undertaken by the Global Fund to findings of Fraud and Abuse, in all cases whether occurring in the past, present, or future.

7.3 Business Conduct. The Global Fund's Pharmaceutical Products Procurement Strategy 2023-2025 includes detailed objectives which relate to promoting integrity and good business practices throughout the supply chain:

7.3.1 The Supplier shall support the Global Fund's objective of raising business conduct standards across all Global Fund suppliers by participating in regular business conduct evaluation of key elements of the Supplier's manufacturing process and/or that of their sub-contractors. These evaluations will focus on business conduct, integrity, employment and labor standards and relations, health and safety, and environmental matters and participation shall include providing access to site, personnel and relevant documentation.

7.3.2 The Supplier agrees to implement improvement actions, as defined between the Parties to an agreed timescale following any identification of such need.

7.4 Prohibited Activities. The Supplier shall not engage in any Fraud and Abuse, or Prohibited Activities. The Supplier shall maintain and enforce standards of conduct to govern the performance of it and its Affiliates' directors, officers and employees who are involved in the performance of activities under this Agreement to ensure that such persons do not engage in any Fraud and Abuse, or Prohibited Activities. Prohibited Activities include if such person:

7.4.1 participates in the selection, award or administration of a contract, 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;

7.4.2 participates in transactions involving persons, organizations or other entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;

7.4.3 offers, gives, solicits or receives, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution;

7.4.4 misrepresents or omits facts in order to influence the procurement process or the execution of a contract;

7.4.5 engages in a scheme or arrangement between two or more suppliers, with or without the knowledge of the Supplier, designed to establish bid prices at artificial, non-competitive levels; or

7.4.6 participates in any other illegal or corrupt practice.

7.5 Disclosure of Fraud and Abuse, Prohibited Activities and Conflicts of Interest. If the Supplier has knowledge or becomes aware of any:

7.5.1 actual, potential, or perceived conflict between the financial or other interests of any of it or its Affiliates' directors, officers and employees and that Person's duties under this Agreement; or

7.5.2 any actual, alleged, or suspected Fraud and Abuse or Prohibited Activity,

The Supplier shall immediately disclose the actual, potential or perceived conflict of interest / Fraud and Abuse or Prohibited Activity directly to the Global Fund.

8 LIABILITY AND INDEMNITY

8.1 General Indemnification by the Supplier. The Supplier shall indemnify and hold harmless the Global Fund (and its Representatives) on demand from and against any and all direct damages, liabilities, claims, losses, costs, charges, judgments, disputes and expenses (including reasonable legal fees) (***Loss***) that are sustained, suffered or incurred by the Global Fund (or its Representatives), that result or arise from or are connected in any way with:

8.1.1 the performance by the Supplier or any of its Affiliates or any of their Representatives under this Agreement (including a breach of this Agreement or any Supplier Purchase Order);

8.1.2 any third-party product liability claim in relation to any Covered Product;

8.1.3 any Defective Products in any Covered Product;

8.1.4 any Non-Conforming Products in any Covered Product;

8.1.5 any non-compliance by the Supplier or any of its Affiliates or any of their Representatives with any technical requirements applicable to any Covered Product;

8.1.6 any use by the Supplier (and/or relevant sub-licensee) of the Global Fund Logo or the Co-Payment Mechanism logo; and/or

8.1.7 any claim of infringement or violation of a patent, design, trade-name, trademark, trade secret, or other intellectual property right of any third party.

8.2 Prior Consent Required. The Supplier shall not settle any matter covered by the indemnity contained in Section 8.1 in a manner that affects the rights of, or imposes any obligations on the Global Fund, without first obtaining the written approval of the Global Fund.

8.3 Limited Scope of Liability. Neither Party hereto will be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising out of this Agreement or the exercise of its rights hereunder, or for lost profits arising from or relating to any breach of this Agreement, regardless of any notice of such damages.

8.4 Global Fund Not Responsible for Third Party Claims. The Global Fund shall not be responsible for any third-party Loss which may arise in connection with, or as a result of, the conduct of the Supplier or any of its Affiliates or any of their Representatives, which are not directly caused by the negligence, fraud, or willful misconduct of the Global Fund.

8.5 Disclaimers. The Global Fund gives no guarantee, representation, or warranty to any Person in connection with this Agreement, any Covered Product, or any Supplier Purchase Order, and the Global Fund does not accept responsibility or liability in any way in respect of any of these matters, unless expressly provided in this Agreement, in which case only to such extent as provided.

9 INSURANCE

9.1 Supplier Insurance Obligations. During the Term, and thereafter for a period for the later of either (i) three (3) years after the Term or (ii) three (3) years after delivery of the last Covered Product supplied by the Supplier during the Term, the Supplier shall, and shall ensure that each of its Affiliates shall, maintain in force insurances policies that are in accordance with sound international commercial practice for Persons engaged in businesses substantially similar to that of the Supplier (including product and third party liability insurance) and which cover relevant risks.

9.2 Access to Policy Details. Within ten (10) calendar days of the Global Fund's written request, the Supplier shall promptly provide the Global Fund with copies of the insurance copy certificates and details of policies referred to in Section 9.1. Alternatively, the Supplier can provide an annual certificate to the Global Fund of its compliance with Section 9.1 above.

9.3 Material Policy Changes. The Supplier shall immediately notify the Global Fund in writing if any insurance policy required by this Agreement is (or will be) cancelled or its terms are (or will be) subject to any material change.

9.4 Liability. The Supplier's liability under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 9.1.

10 REPRESENTATIONS AND WARRANTIES

10.1 General Representations and Warranties. Each Party represents and warrants to the other Party during the Term that:

10.1.1 Such Party is validly incorporated or established, as applicable, in existence and duly registered under the laws of its jurisdiction of incorporation and it has full power to conduct its business and activities as conducted at the Effective Date of this Agreement;

10.1.2 The execution, delivery and performance of this Agreement by such Party shall have been duly authorized by all necessary action on the part of such Party, including all corporate authorizations and all other governmental, statutory, regulatory or other consents, licenses, authorizations, waivers or exemptions required to empower it to enter into and perform its obligations under this Agreement;

10.1.3 This Agreement, when executed and delivered by such Party in accordance with its terms, will be a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium,

reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, and subject to any legal rights, privileges, or immunities accorded to the Party in any jurisdiction(s); and

10.1.4 Such Party's execution, delivery and performance of this Agreement shall not constitute a violation, breach or default under any constitutional document, contract, instrument, obligation or agreement to which it is a Party or by which it is bound, and will not conflict with or violate any Applicable Laws, rule, regulation, judgment, order, decree of any governmental agency or court having jurisdiction over it or its assets or property.

10.2 Supplier Warranties. The Supplier represents, warrants and covenants to the Global Fund during the Term of this Agreement (and, with respect to each Covered Product supplied under this Agreement, for no less than three (3) years from the first usage of that Covered Product) that:

10.2.1 Covered Products delivered under this Agreement are merchantable and fit for use for the particular purpose for which the Covered Products are ordinarily used;

10.2.2 The Supplier's performance of this Agreement and supply of each Covered Product shall:

a) conform to the requirements of this Agreement and the relevant Supplier Purchase Order;

b) be produced and processed in compliance with the WHO or SRA GMP Requirements (as the case may be) and accreditation and applicable requirements for that accreditation;

c) be produced and processed in compliance with all Applicable Laws;

d) comply with the Code of Conduct for Suppliers;

e) comply with the Supplier's standard operating procedures; and

f) be free from defects in design, materials or workmanship;

10.2.3 The supply of each Covered Product shall be transferred to the buyer free and clear of any liens, claims, encumbrances or security interest of any kind;

10.2.4 The Supplier's performance of this Agreement, including the manufacture, labeling and packaging of the Covered Products by the Supplier, does not infringe any patent of any third party or constitute a misappropriation of the trade secrets or other intellectual property rights of any third party;

10.2.5 The Supplier will comply with all applicable customs administration and control laws and regulations of any applicable jurisdiction, as may be applicable to the export, import, resale or other disposition of any Covered Products purchased from the Supplier in accordance with the actual Incoterm of the Supplier Purchase Order;

10.2.6 The Supplier has obtained and will maintain all licenses, permissions, authorizations (public or private) and consents or waivers required for carrying on its obligations under this Agreement effectively in the places and in the manner in which it is carried on pursuant to this Agreement and in accordance with all Applicable Laws in each case, these approvals are in full force and effect, are not limited in duration or subject to any materially unusual or onerous conditions, and have been complied with in all material respects; and

10.2.7 The Supplier acknowledges that each Principal Recipient is required to comply with the applicable grant agreement between the Global Fund and the Principal Recipient (in force from time to time) and the relevant policies and procedures of the Global Fund (including the product selection requirements in the

Global Fund Quality Assurance Policy), and the Supplier shall not take any action to induce or cause a breach or violation of that grant agreement or those policies and procedures.

11 CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS, USE OF GLOBAL FUND LOGO

11.1 Confidentiality Obligation. In consideration for, and as a condition of, one Party agreeing to provide Confidential Information to the other Party, each Party shall promptly (and shall ensure that each of its Representatives shall) maintain Confidential Information in confidence and not use or disclose that Confidential Information to any Person except as this Agreement (including this Section 11) permits, or with the prior written approval of the other Party.

11.2 Disclosure to Representatives. Each Party undertakes that it shall only and shall use all its reasonable commercial endeavours to ensure that its Affiliates shall only, disclose Confidential Information to Representatives if it is reasonably required for purposes connected with this Agreement or, with respect to the Global Fund, its sourcing activities and internal governance requirements, and only if the Representatives are informed of the confidential nature of the Confidential Information. Each Party shall remain responsible for any failure by any of its Representatives to treat such Confidential Information as required under this Section 11.

11.3 Disclosure of Agreement Terms to Implement the Agreement. Notwithstanding anything contained herein to the contrary, each of the Parties may disclose the terms of this Agreement to other Persons as needed to implement the arrangements and programs contained in this Agreement, provided such other Persons retain such information on a similar confidentiality basis. This may include disclosure to Principal Recipients, , wambo.org Pilot Participants, Global Fund Staff members, Supplier Staff members, and other organizations involved in pharmaceutical products procurement for public health or humanitarian purposes.

11.4 Permitted Disclosure. This Section 11 shall not prevent disclosure by a Party or its Representatives to the extent that it can demonstrate that the:

11.4.1 disclosure is of Confidential Information which was lawfully in the possession of that Party or any of its Representatives (in either case as evidenced by written records) without any obligation of secrecy or confidentiality prior to its being received or held;

11.4.2 disclosure is of Confidential Information which has previously become publicly available other than through that Party's fault (or that of its Representatives);

11.4.3 disclosure is of Confidential Information which was independently developed by the disclosing Party;

11.4.4 disclosure is required by law, rule or regulation (including the rules of a professional body), stock exchange or any regulatory, judiciary, administrative or governmental authority (including any tax authority or anti-trust body) having applicable jurisdiction (provided that the disclosing Party shall if permitted by law first inform, at the disclosing Party's own cost and expense, the other Party of its intention to disclose such information and take into account the reasonable comments of the other Party and take all reasonable steps to preserve the confidentiality of the information);

11.4.5 disclosure is permitted under this Agreement; or

11.4.6 disclosure is legally required for the purpose of any arbitral or judicial proceedings arising out of or in connection with this Agreement.

11.5 Permitted Disclosure by the Global Fund. The Supplier acknowledges that the Global Fund may disclose the following information in relation to this Agreement, the Pooled

Procurement Mechanism and the Co-Payment Mechanism, including through means of disclosure of communications to Global Fund Board, Committee, and Advisory Group Members, employees, and Constituencies; posting such information on the Global Fund's website; reporting such information through the Global Fund's price and quality reporting system ("PQR"); or through any other media:

14.5.1 The Base Price; Discounted Price; Royalty Price; and

14.5.2 The material terms on which the Covered Products are provided and delivered under this Agreement.

11.6 Notwithstanding the foregoing, information provided by the Supplier to the Global Fund as required under Sections 4.4.6 and 4.4.10 a and b shall be treated with extra care, shall only be disclosed internally on a need-to-know basis, and shall not be disclosed to any third party, to the extent the retention of this information may not have any adverse effect on the health or safety of patients.

11.7 Survival of Obligations. The obligations of confidentiality set out in this Section 11 shall survive termination or expiration of this Agreement for a period of ten (10) years.

11.8 Public Announcements. Unless otherwise permitted under this Agreement, neither Party shall issue any press release or make any public announcement or statement regarding this Agreement, or the Party's relationship with the other Party without the prior written approval of the other Party, which shall not be unreasonably withheld or delayed.

11.9 Use of Global Fund Name and Logo. The Supplier shall not, and shall ensure that its Affiliates do not, use the Global Fund name or logo on any material, Covered Product or other product.

12 SUPPLIER REPORTING AND RECORD-KEEPING, AUDITS

12.1 Notice to the Global Fund. The Supplier shall within fourteen (14) calendar days notify the Global Fund in writing of any of the following events or circumstances which come to the Supplier's knowledge (except where a shorter time frame is applicable as described in Section 4):

12.1.1 a change in legal structure, financial or other condition of the Supplier, including a Change of Control, which may affect the Supplier's ability to perform its obligations under this Agreement;

12.1.2 an event or circumstance, including any regulatory reporting matters, that may materially impact:

a) the health or safety of patients using Covered Products;

b) the sale or distribution of counterfeits of Covered Products in any country;

c) the sale or distribution of Covered Products in any country, including a recall of Covered Products, a material shortage of Covered Products, or any other circumstances that may prevent the Supplier from supplying Covered Products under this Agreement; or

d) the Global Fund's reputation, including any acts or omissions of a Committed Volume Buyer, First Line Buyer, Additional Buyer, or another third party that the Supplier is aware of and that the Supplier believes may materially compromise the objectives of the Global Fund including:

i. actual, alleged or suspected Fraud and Abuse involving any party; or

ii. any actual, suspected or threatened infringement or any other form of attack, allegation, prejudice or claim against any trademarks or trade names of the Global Fund.

12.2 Record-Keeping and Audits.

12.2.1 *Record Keeping*: The Supplier shall, and shall use all its reasonable commercial endeavors to ensure that its Affiliates, maintain accounting books, records, documents and other evidence relating to this Agreement, including the supply of Covered Products , all Supplier Purchase Orders, insurance contracts, invoices and shipping and delivery documentation (***Books and Records***). The Supplier must keep those Books and Records it its possession for at least the later of either (i) three (3) years after the Term or (ii) three (3) years after delivery of the last Covered Product supplied by the Supplier during the Term, or for such longer period, if any, required to resolve any claims or audit enquiries, or if required by the Global Fund by written notice to the Supplier (the "Retention Period").

12.2.2 *Audit Right*: Upon written notice to the Supplier, the Global Fund shall have the right to perform one (1) audit of the Books and Records of the Supplier and its Affiliates under this Section 12.2 in each calendar year of the Term. However, if the Global Fund has indications that the award or performance of the Agreement may be compromised by Fraud and Abuse, this limitation will not apply.

12.2.3 *Audit Terms and Conditions*: The Global Fund shall have the right to conduct such audit at any time during the Retention Period as described above, upon prior written notice to the Supplier of fourteen (14) calendar days prior to the start of the audit. Such audit will be during normal business hours, may be conducted by the Global Fund (including its Office of the Inspector General) or by an agent of the Global Fund, will be at the expense of the Global Fund, and will be carried out in a manner that does not unreasonably interfere with the normal conduct of the Supplier's business. The Supplier shall, and shall use all its reasonable commercial endeavors to ensure that its Affiliates, cooperate with the Global Fund and its agents in the conduct of such audit, including by making staff available to answer questions, providing reasonable use of facilities to assist with the audit and producing originals of documents if deemed relevant by the Global Fund.

12.2.4 *Supplier Audits and Undertakings*: In addition, the Supplier shall be responsible for auditing any unaffiliated subcontractor for such compliance in accordance with the Supplier's internal audit policies, and shall permit the Global Fund to review any such audit report in connection with the Global Fund's audits as contemplated above. The Supplier shall use all its reasonable commercial endeavors to obtain the consent of any such subcontractor for the Global Fund to participate in any audit conducted by the Supplier, or to conduct its own audit of such subcontractor.

12.3 Additional Record-Keeping Obligations. The recordkeeping provisions contained in this Section 12 are in addition to, and complementary of, the recordkeeping provisions in Section 4. The Supplier shall comply with all record keeping obligations in this Agreement.

12.4 Investigations. In case of investigation conducted by the Global Fund, including by the Office of the Inspector General, the Supplier shall cooperate with the Global Fund and comply with any reasonable request in connections with such activities aiming at detecting, preventing and responding to Fraud and Abuse.

13 TERM, EXPIRATION, TERMINATION, AND SURVIVAL

13.1 Term. The initial term of this Agreement shall commence on the Effective Date and remain in effect until 31 December 2025 (the ***Term***), unless otherwise terminated as expressly provided under the terms of this Agreement.

13.2 Renewal Term. This Agreement may be renewed by mutual agreement of the Parties for additional periods. In no event shall the total duration of this Agreement, including any such renewal terms, exceed five (5) calendar years.

13.3 Termination by the Global Fund for Convenience. The Global Fund may terminate this Agreement in its sole discretion at any time upon no less than six (6) months prior written notice to the Supplier. Any termination by the Global Fund pursuant to this Section 13.3 shall be without liability, except for the amount of any Committed Volume outstanding during the year of termination, for which the Global Fund will remain responsible per the terms of this Agreement.

13.4 Termination by the Supplier for convenience. The Supplier may terminate this Agreement in its sole discretion at any time upon no less than six (6) months prior written notice to the Global Fund. However, the Supplier shall fulfil Confirmed Orders outstanding at the date of actual termination. For those Confirmed Orders, the terms and conditions of this Agreement shall remain valid until all obligations related the Confirmed Orders have been fully fulfilled. In case of termination by the Supplier for convenience, the outstanding Committed Volume for the year shall be reduced pro rata to the remaining period until the end of the calendar year or the actual termination date, whichever comes first.

13.5 Termination by the Global Fund due to Specified Events. The Global Fund shall have the right, but not the obligation, to terminate this Agreement with immediate effect by written notice to the Supplier in the event of any of the following:

13.5.1 A Change of Control of the Supplier;

13.5.2 The occurrence of a Force Majeure event which has a material effect on the Supplier's ability to perform under this Agreement or the need for the Global Fund or its Principal Recipients to procure Health Products under this Agreement; or

13.5.3 The Supplier's breach of Section 7, including (i) a finding by the Global Fund's Office of the Inspector General that the Supplier has engaged in Fraud and Abuse, or Prohibited Activities or (ii) a finding by the Global Fund's Sanctions Panel that the Supplier has materially violated the Supplier Code of Conduct.

13.6 Termination by Either Party due to the other Party's Uncured Default. If one Party (the ***Breaching Party***) breaches or fails to observe or perform any representation, warranty, guarantee, covenant or obligation under this Agreement in material manner ("***Material Breach"***), the other Party (the ***Nonbreaching Party***) may provide a written notice of Material Breach to the Breaching Party, providing thirty (30) calendar days for the Breaching Party to cure such Material Breach, if such Material Breach can be cured. If the Material Breach is not cured in accordance with the provisions of this Section 13.6 ("***Default"***), this Agreement shall, absent written agreement to the contrary by the Nonbreaching Party, terminate upon the expiry of the thirty (30) calendar day cure period, without the requirement of the Nonbreaching Party to provide any additional notice to the Breaching Party.

13.7 Termination by either Party due to a Financial Event of the other Party. Either Party may terminate this Agreement by giving notice in writing to the other Party, stating the effective date of such termination, if:

13.7.1 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or mature or admits inability to pay its debts;

13.7.2 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

13.7.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party;

13.7.4 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on

or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) calendar days;

13.7.5 application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;

13.7.6 a floating charge holder over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;

13.7.7 a Person becomes entitled to appoint a receiver over the assets of the other Party, or a receiver is appointed over the assets of the other Party; or

13.7.8 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Sections (13.7.1) through (13.7.7) above.

13.8 Consequences and Results of Termination.

13.8.1 With the exception of Section 13.3 (Termination by the Global Fund for Convenience), if the Global Fund terminates this Agreement pursuant to the terms of this Section 13, all obligations and liabilities of the Global Fund under this Agreement, including regarding to any outstanding Committed Volume, shall be deemed to be met, committed, and satisfied, with no outstanding claim or liability for the Global Fund effective as of the date of the Supplier's receipt of the Global Fund's notice of termination.

13.8.2 Nothing contained herein shall be construed to limit the Global Fund's ability to pursue any remedy available in law or in equity with respect to any breach of this Agreement by the Supplier.

13.10 Effect of Expiry/Termination. The following provisions are applicable to or address the expiry or termination of this Agreement.

13.10.1 *Transition Period:* Upon the expiry or termination of this Agreement, at the Global Fund's request, the Supplier shall continue to supply Covered Products on the terms of this Agreement for a transition period of up to six (6) months, at then-established prices.

13.10.2 *Confidentiality:* Upon the expiry or termination of this Agreement, and following expiry of the transition period referred to above, if applicable, each Party shall promptly return to the other Party all Confidential Information of the other Party or confirm in writing to the other Party that it has destroyed all such Confidential Information in its possession (except to the extent that retention of any such confidential information is required for audit purposes or under Applicable Laws).

13.10.3 *Liability:* Except as otherwise stated herein, expiry or termination of this Agreement for any reason shall not release either Party from any liability which at such time has already accrued or which thereafter accrues from a breach or Default prior to such expiration or termination, nor affect in any way the survival of any other right, duty or obligation of either Party which is expressly stated elsewhere in this Agreement to survive such termination or expiry. In the case of a termination by either Party under this Section, the Nonbreaching Party may pursue any remedy available in law or in equity with respect to such breach, subject to the terms detailed.

13.10.4 *Survival:* The following Sections shall survive the expiration or termination of this Agreement, including, as applicable, in accordance with the respective terms thereof: 8 (Liability and Indemnity); 9 (Insurance); 10 (Representations and Warranties); 11 (Confidentiality, Public Announcements and Use of Global Fund

Logo); 12 (Supplier Reporting and Record-Keeping, Audits); 13 (Term, Expiration, Termination, and Survival); 15 (Governing Law and Dispute Resolution); and 16 (General).

14 AMENDMENT

14.1 No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of both Parties. There are two forms of amendment to this Agreement, as follows:

14.1.1 *Operational amendments* are revisions to Schedule A and Schedule B, (including changes to Covered Products and pricing,). These operational amendments will be enacted through (1) an updated version of the relevant Schedule(s) which is signed by an Authorized Officer of each Party and which is effective as of the date stated therein, or (2) an approval by the Authorized Officer of each Party in the Global Fund's digital platform of the revised Schedule(s) or items contained in the Schedules; the approval of both Parties will constitute a legally binding agreement of the changes to the Agreement. The Supplier may be authorized to propose any revision to the Schedules or items contained in the Schedules directly into the Global Fund's digital platform; in such a case, the change request and subsequent electronic approval by the Global Fund of such change request, will constitute a legally binding agreement of the changes.

14.1.2 *Contractual amendments* are amendments to the body of this Agreement and to Annex 1. They will be enacted through a formal amendment to the Agreement which is signed by an Authorized Officer of each Party, effective as of the date stated therein, under the conditions of Section 16.16.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law. Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to the UNIDROIT Principles of International Commercial Contracts (2016).

15.2 Executive Resolution. If any dispute, controversy or claim arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof, the Parties agree that before submitting such dispute to arbitration as set out in Section 15.3 below, Representatives of each Party shall, for a period of thirty (30) calendar days after such dispute is formally submitted to either of such Representatives in writing, attempt in good faith to negotiate the resolution of the dispute.

15.3 Arbitration. Subject to Section 15.2 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 Dispute. There shall be one arbitrator. The appointment authority for such arbitrator shall be the International Chamber of Commerce International Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English. The Parties shall accept the arbitral award as final.

16. GENERAL

16.1 Relationship of the Parties. The relationship of the Global Fund and the Supplier established by this Agreement is that of independent contractors, and nothing contained herein shall be construed to:

16.1.1 give either Party any right or authority to create or assume any obligation or make any representation of any kind on behalf of the other; or

16.1.2 constitute the Parties as partners, joint venture participants, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking.

16.2 Further Assurances. Each of the Parties shall perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably required to implement and give effect to this Agreement.

16.3 Performance by Affiliates. Each of the Supplier and the Global Fund acknowledges that certain obligations of the Supplier under this Agreement may be performed by Affiliates of the Supplier. The Supplier shall inform the Global Fund of any Affiliates (including subcontractors) performing obligations under this Agreement. Global Fund reserves the reasonable right to object to the use of any Affiliate. The Supplier shall remain responsible for the performance of its obligations under this Agreement, including performance by any of its Affiliates of such obligations. Any Affiliate of the Supplier which performs any of the Supplier's obligations under this Agreement will be deemed to have accepted and be bound by the relevant terms and conditions of this Agreement, including, without limitation, the dispute resolution procedures set out in Section 15.

16.4 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto, their Affiliates and their respective successors and permitted assigns. Except as otherwise stated in this Agreement, nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

16.5 Entire Agreement. It is the mutual desire and intent of the Parties to provide certainty as to their respective future rights and remedies against each other by defining the extent of their mutual undertakings as provided herein. The Parties have, in this Agreement (including the Schedules), incorporated all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither Party makes any covenant or other commitment to the other concerning its future action. Accordingly, this Agreement (including the Schedules):

16.5.1 constitutes the entire agreement and understanding between the Parties with respect to the subject matter and there are no promises, representations, conditions, provisions or terms related thereto other than those set out in this Agreement; and

16.5.2 supersedes all previous understandings, agreements, and representations between the Parties, written or oral.

16.6 Assignment. Except with the prior written consent of the Global Fund, the Supplier shall not assign, transfer, charge, or otherwise deal with all or any of its rights under this Agreement. Any attempted assignment in violation of this Section 16.6 shall be null and void and of no effect. No assignment shall relieve the assigning Party of its obligations hereunder.

16.7 Severability. Each of the provisions of this Agreement is severable. If any such provision is deemed invalid or unenforceable by applicable law, it shall have no effect in that respect, the Parties shall use all reasonable endeavors to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible, and any such invalidity, in whole or in part, will not affect the validity of any other of its provisions.

16.8 No Waiver of Privileges and Immunities. 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 (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws, including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288), (ii) the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004, or (iv) the Agreement on Privileges and Immunities of the Global Fund to Fight AIDS, Tuberculosis and Malaria.

16.9 Conflict with other Agreements. If there is any conflict between the terms of this Agreement and any other agreement, including the Supplier Purchase Order, this Agreement shall prevail unless both Parties are either also parties to that other agreement or otherwise expressly agree in writing that such other agreement shall override this Agreement in that respect.

16.10 Authorized Officer. The Supplier represents that the following person(s) (each an ***Authorized Officer***) are authorized to both (i) execute this Agreement (including any modification or amendment thereto), and (ii) give notices under this Agreement, for and on behalf of the Supplier:

[Mr] [Ms] [Name], [Title]

16.11 Notices.

16.11.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, registered post or courier using an internationally recognized courier company. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery, if delivered by hand, registered post or courier.

16.11.2 If notices are given by the Supplier by email, the Supplier must deliver the original notice to the Global Fund as described above and agrees to keep the Global Fund indemnified against any direct loss of any nature whatsoever arising to the Global Fund as a result of acting upon email instructions. The Global Fund may rely conclusively and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by an Authorized Officer (as defined above) or other properly authorized person on behalf of the Supplier.

16.12 Address Details. The addresses of the Parties for the purpose of Section 16.11 are as set out below, unless altered by written notice to the other Party in accordance with the terms of this Agreement:

The Global Fund	**Address:** The Global Fund to Fight AIDS, Tuberculosis and Malaria Chemin du Pommier 40, 1218 Le Grand-Saconnex, Geneva, Switzerland For the attention of: Head, Supply Operations Department And a copy to: General Counsel	**Telephone:** Tel: + 41-58-791-1700
The Supplier	**Address:** [●] For the attention of: [●] And a copy to [●]	**Telephone:** Tel: [●]

16.13 Failure to Exercise. No failure or delay by either Party in exercising any right or remedy provided by law or under this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy. Remedies provided herein are cumulative and not exclusive of any remedies provided at law.

16.14 Interpretation. The following rules apply to this Agreement:

16.14.1 References to:

a) Sections, Annexes or Schedules are, unless otherwise specified, references to sections of, and annexes or schedules to, this Agreement;

b) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any provision enacted in substitution therefor;

c) any agreement or instrument shall include such agreement or instrument as it may from time to time be amended, supplemented or substituted;

d) references to dollars, US dollars, USD or $ are references to the lawful currency from time to time of the United States of America;

e) the words “includes” and “including” shall be construed without limitation; and

f) month are references to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month (and references to “months” shall be construed accordingly) or, if there is no such numerically corresponding day in that month, ending on the last day of that month;

16.14.2 headings are for ease of reference only; and

16.14.3 where the context so admits, words importing the singular number only shall include the plural and vice versa, and words importing neuter gender shall include the masculine or feminine gender.

16.15 Costs. Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs, charges and other expenses (including all legal, accounting and other advisory fees) incurred in connection with the negotiation, execution and performance of this Agreement, including any such expenses incurred by their Affiliates.

16.16 Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by email (as a PDF attachment) shall be as effective as delivery of a manually executed counterpart of this Agreement. The Parties also recognize electronic signature of this Agreement as valid and as having the same legally binding effect as signature in any other manner described herein.

[*Remainder of page intentionally left blank. Signatures follow.*]

IN WITNESS WHEREOF, the Global Fund and the Supplier have caused this Agreement to be executed by their respective officers thereunto duly authorized.

Executed for and on behalf of the Global Fund to Fight AIDS, Tuberculosis and Malaria:	**Executed for and on behalf of (Supplier)**
Signature: _____	Signature: _____
Hui Yang: _____	Name: _____
Head, Supply Operations Department:	Title: _____
Date: _____	Date: _____

SCHEDULE A

Covered Products, Covered Product Manufacturing Locations

FOR AMENDMENTS:

Amendment to Schedule A Number ……
Agreed between the Parties

For the Global Fund	For the Supplier
Signed……..	Signed…….
Name……	Name……

This amendment replaces any previous versions of Schedule A

SCHEDULE B

Pricing

FOR AMENDMENTS:

Amendment to Schedule B Number ……
Agreed between the Parties

For the Global Fund For the Supplier

Signed……..
Signed…….

Name……
Name……

This amendment replaces any previous versions of Schedule B

ANNEX 1

Product Attributes (GS1 Global Data Synchronization Network)

	Common Name	GDSN Tag
1	Item Id (GTIN)	globalTradeItemNumber
2	Product Description	tradeItemDescription and tradeItemDescription/ @languageCode
3	Packaging Layer/Hierarchy (UOM)	tradeItemUnitDescriptorCode
4	Target Market	targetMarketCountryCode
5	Brand Name	brandName
6	Functional Name	functionalName and functionalName/@languageCode
7	GPC Category (Brick) Code	gpcCategoryCode
8	Information Provider GLN	informationProviderOfTradeItem/gln
9	Start Availability Date	startAvailabilityDateTime
10	Effective Date	effectiveDateTime
11	Barcode Type	dataCarrierTypeCode
12	Base Unit Indicator	isTradeItemABaseUnit
13	Consumer Unit Indicator	isTradeItemAConsumerUnit
14	Dispatch Unit Indicator	isTradeItemADispatchUnit
15	Invoice Unit Indicator	isTradeItemAnInvoiceUnit
16	Ordering Unit Indicator	isTradeItemAnOrderableUnit
17	Variable Weight Trade Item	isTradeItemAVariableUnit
18	Child Item	gTIN (child) (nextLowerLevelTradeItemInformation)
19	Quantity of Children	quantityOfNextLowerLevelTradeItem
20	Total Quantity of Next Lower Level Trade Item	totalQuantityOfNextLowerLevelTradeItem
21	Height	height and height/@measurementUnitCode
22	Width	width and width/@measurementUnitCode
23	Depth	depth and depth/@measurementUnitCode
24	Volume	inBoxCubeDimension and volume/@measurementUnitCode
25	Gross Weight	grossWeight

26	Net Weight	netWeight and netWeight/@measurementUnitCode
27	Brand Owner Name	brandOwner/partyName
28	Brand Owner GLN	brandOwner/gln
29	Manufacturer Name	manufacturerOfTradeItem/partyName
30	Manufacturer GLN	manufacturerOfTradeItem/gln
	Manufacturer Address	manufacturerOfTradeItem/ partyAddress
31	Country of Origin	placeOfProductActivity/countryOfOrigin/countryCode
32	Product Description	tradeItemDescription and tradeItemDescription/@languageCode
33	Short Description	descriptionShort and descriptionShort/@languageCode
34	Additional Description	additionalTradeItemDescription and additionalTradeItemDescription/@languageCode
35	Shelf Life from Production	minimumTradeItemLifespanFromTimeOfProduction
36	Storage Temperature Type	temperatureQualifierCode = STORAGE_HANDLING
37	Storage Temperature Min	minimumTemperature and minimumTemperature/@measurementUnitCode
38	Storage Temperature Max	maximumTemperature and maximumTemperature/@measurementUnitCode
39	Is Dangerous Substance?	isDangerousSubstance
40	Dosage Form	dosageFormTypeCodeReference
41	Controlled Substance Indicator	doesItemContainAControlledSubstance and associated tags: contolledSubstanceCode controlledSubstanceName controlledSubstanceAmount controlledSubstanceAmount/@measurementUnitCode controlledSubstanceScheduleCodeReference
42	Market Authorization Agency	additionalTradeItemIdentificationTypeCode
43	Market Authorization Item Identification	additionalTradeItemIdentification
44	Market Authorization Type Code	regulatoryInformation/ regulationTypeCode
45	Market Authorization Permit Number	regulatoryPermitIdentification
46	Market Authorization	permitStartDateTime

	Permit Start Date	
47	Market Authorization Permit End Date	permitEndDateTime
48	Market Authorization Status Description	regulationRestrictionsAndDescriptors
49	Market Authorization Status Description Language Code	regulationRestrictionsAndDescriptors/ @languageCode
50	Route of Administration Code Value	enumerationValue and associated tags: enumerationValueDescription enumerationValueDescription/@languageCode externalAgencyName externalCodeListName
51	Handling Instruction Code	handlingInstructionCodeReference
52	Is Regulated For Transportation?	safetyDataSheetInformation/ isRegulatedForTransportation
53	Is Acutely Hazardous Waste	hazardousWasteInformation/ isAcutelyHazardousWaste
54	UNSPSC Scheme	additionalTradeItemClassificationSystemCode and additionalTradeItemClassificationCodeValue
55	INN Scheme	additionalTradeItemClassificationSystemCode and additionalTradeItemClassificationCodeValue