

**STANDARD TERMS AND CONDITIONS
TO CONTRACTS OF THE INTERNATIONAL CHARITABLE FOUNDATION
"ALLIANCE FOR PUBLIC HEALTH" WITH SUPPLIERS
WITHIN PROGRAMS (PROJECTS) OF THE GLOBAL FUND TO FIGHT AIDS,
TUBERCULOSIS AND MALARIA**

A legal entity or an individual entrepreneur – a supplier of goods (works, services) (hereinafter – the "**Supplier**") under a contract concluded with the International Charitable Foundation "Alliance for Public Health" (hereinafter – the "**Customer**") within the implementation by the latter of programs (projects) (hereinafter collectively – the "**Projects**") of the Global Fund to Fight AIDS, Tuberculosis and Malaria (hereinafter – the "**GF**"), provides the Customer with the following warranties and representations, and also assumes the following related obligations that are relevant for the performance or termination of such contract (hereinafter – the "**Contract**").

1. The Supplier is obliged to comply with the terms of the Contract in accordance with the GF's Code of Conduct for Suppliers (as amended from time to time), which is publicly available on the GF's website https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf (Code of Conduct for Suppliers in English) and on the Customer's website <https://aph.org.ua/uk/tendery/polityky-i-protsedury/> (Code of Conduct for Suppliers in Ukrainian).

2. The Supplier's expenses within the performance of the Contract must be carried out through the relevant bank account by non-cash settlements. The Supplier is entitled to incur expenses for the performance of the Contract in cash only after prior written approval by the Customer.

3. Accounting and tax records of activities within the performance of the Contract must be maintained by the Supplier in accordance with the general requirements and rules for maintaining such records established by the legislation of Ukraine, including ensuring full compliance of expenses with sufficient supporting documentation.

4. The Supplier undertakes to ensure proper cooperation, both on its own part and on the part of relevant subcontractors, within audits conducted by the Customer or the GF, any other inspections, investigations, monitoring and evaluation activities within the Projects, as well as within the transfer of rights and obligations of the principal recipient or sub-recipient of the Projects to another person by decision of the GF.

5. The Supplier acknowledges that within the performance of the Contract it must respect the following principles and rights (the "**Data Protection Principles**"):

5.1. Information that can be used to identify a natural person ("**Personal Data**") is:

5.1.1. processed lawfully, fairly and transparently;

5.1.2. collected for specified, explicit and legitimate purposes and is not further processed in a manner incompatible with those purposes;

5.1.3. adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;

5.1.4. accurate and, where necessary, kept up to date;

5.1.5. kept in a form which permits identification of individuals for no longer than is necessary for the purposes for which the personal data are processed; and

5.1.6. processed in a manner that ensures appropriate security of the personal data.

5.2. Individuals are provided, where applicable, with the right to be informed about personal data being processed; the right of access, rectification or erasure of personal data; the right to data portability; the right to confidentiality of electronic communications; and the right to object to processing.

5.3. If the collection and processing of personal data by the Supplier is required for the performance of the Contract, the Supplier must comply with the Data Protection Principles:

5.3.1. to the extent that this does not violate or conflict with applicable legislation and/or policy;

5.3.2. taking into account the balancing of the Data Protection Principles with other fundamental rights in accordance with the principle of proportionality, considering the risks to the rights and freedoms of individuals.

5.4. The Supplier acknowledges and agrees that the GF may collect or attempt to collect data, and it is possible that such data may contain personal data, and prior to and at any time after such collection, the Supplier shall take all necessary actions to ensure that the transfer of such information to the Customer and the GF does not violate any applicable law or regulation.

6. The Supplier shall not use the name, logo or trademarks of the GF without obtaining an appropriate license for such use.

7. The Supplier understands and agrees that in the event of a breach of the Code of Conduct referred to in clause 1 above or other provisions of these Standard Terms and Conditions, the Customer has the right to unilaterally terminate the Contract and/or claim compensation for the relevant damages.

8. These Standard Terms and Conditions to the Customer's contracts with Suppliers within GF Projects are deemed to be incorporated into the Contract by reference to them in the Contract, including the relevant hyperlink, and constitute an integral part of the Contract.