



UNOPS



Stop TB Partnership
GLOBAL DRUG FACILITY

**PARTNERSHIP AGREEMENT
BETWEEN
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES
AND
GARDP FOUNDATION**

This Partnership Agreement (“**Agreement**”) is entered into between the United Nations Office for Project Services (hereinafter referred to as “**UNOPS**”), and the GARDP Foundation (hereinafter referred to as “**GARDP**”). UNOPS and GARDP are hereinafter each referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS, UNOPS is a subsidiary organ established by the UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, the UNOPS Strategic Plan for 2022-2025 reinforces its commitment to contribute expertise to expand implementation capacity to support countries in developing their capacity and resource base for the Sustainable Development Goals, help people in need through effective expertise, and enable partners through efficient project services;

WHEREAS, the Stop TB Partnership (“**Stop TB**”) is a global, multi-stakeholder partnership that seeks to achieve a world without tuberculosis through facilitating, catalysing and coordinating the work of its partners through the Secretariat of the Stop TB Partnership based in Geneva, Switzerland;

WHEREAS, the Global Drug Facility (“**GDF**”), as part of Stop TB, is the world’s largest supplier of quality-assured patient treatments in the public sector and is a unique procurement mechanism for TB medicines, diagnostics and related products, as well as providing technical assistance and innovative tools to countries;

WHEREAS, UNOPS hosts the Secretariat and administers the financial resources of the Stop TB Partnership;

WHEREAS, GARDP recognizes that UNOPS, in these mandated areas, possesses comparative advantage and expertise;

WHEREAS, GARDP is a not-for-profit research and development organization that addresses global public health needs by developing and delivering new or improved antibiotic treatments, while endeavouring to ensure their sustainable and affordable access and responsible use;

WHEREAS, GARDP wishes to improve procurement practices and delivery of its portfolio products;

WHEREAS, the efficient procurement systems and market shaping interventions supported by GDF may significantly improve antibiotic access by increasing efficiency and predictability for buyers and suppliers;

WHEREAS, the GARDP Strategic Plan for 2024-2028 highlights GARDP's commitment to respond to the global health crisis of antimicrobial resistance through research and development and support for access to effective antibiotic treatments;

WHEREAS, UNOPS recognizes that GARDP in these areas, possesses comparative advantage and expertise;

WHEREAS, the Parties acknowledge that their respective activities include areas of common interest where closer collaboration in the form of a partnership between the two organizations would be of mutual benefit and increase thereby the effectiveness of each Party in fulfilling its mandate, role and function;

NOW, THEREFORE, the Parties agree as follows:

Article I

Purpose

- 1.1 The purpose of this Agreement is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

Article II

Purpose of the Partnership

- 2.1 The goal of this collaboration is to improve sustainable and affordable access to GARDP's portfolio of antibiotics through introduction and procurement planning, market shaping, and pooled procurement. Many antibiotic products, especially novel Reserve antibiotics, face small and fragmented markets, demand uncertainty and the risk of unexpected demand increases due to outbreaks or other factors.
- 2.2 Antibiotics in GARDP's portfolio for serious and resistant bacterial infections in hospitalized patients, and drug-resistant gonorrhoea and other sexually transmitted infections, can serve as pathfinders for affordable and sustainable antibiotic access, including through pooled procurement.
- 2.3 The efficient pooled procurement and distribution systems and market shaping interventions supported by GDF could significantly improve antibiotic access by decreasing costs and increasing efficiency and predictability for both buyers and suppliers.
- 2.4 Areas of cooperation will include (but are not limited to) the below:
- 2.4.1 Initially the scope of the collaboration will be limited to knowledge sharing and joint advocacy, as well as the design of an end-to-end platform to facilitate uninterrupted access to new AMR medicines.



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Stop TB Partnership
GLOBAL DRUG FACILITY

- 2.4.2 GDF will share its knowledge and capacities in supporting pooled procurement, development of a rotating stockpile, order planning, and pooled procurement of GARDP portfolio products.
- 2.4.3 GARDP will support additional activities to improve predictability and reduce risk of the antibiotic market, including partnering with local experts to support product positioning and introduction plans, and support good marketing practices while also strengthening stewardship efforts on the ground to ensure appropriate use.
- 2.4.4 The activities under this collaboration will focus on countries that are in each of GARDP's respective licenses or a sub-set of these countries as identified by GARDP and GDF. Other antibiotics in GARDP's portfolio may also be considered in agreement with both partners.
- 2.5 Further collaborative activities will be articulated at a later date, contingent upon the partners being able to mobilize sufficient resourcing.

Article III

Consultation and Exchange of Information

- 3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 3.2 Consultation and exchange of information and documents under this Agreement shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this Agreement and of any agreements signed by the Parties within the scope of this collaboration.
- 3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present Agreement and to plan future activities.
- 3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV

Implementation of the Agreement

- 4.1 In order to implement the specific activities envisioned hereunder, the Parties shall conclude specific written agreements in accordance with the applicable UNOPS regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The specific agreements shall also include a provision incorporating by reference this Agreement, which is applicable to the specific agreements and the projects financed therefrom.
- 4.2 It is understood that all activities envisioned by this Agreement will be carried out on the basis of specific and separate agreements agreed between UNOPS and GARDP and shall

be entered into in accordance with the applicable UNOPS and GARDP regulations, rules and procedures.

- 4.3 Each of the Parties shall bear its own costs in connection with this Agreement and any transactions contemplated hereby, including the costs of public relations activities relating to their collaboration, unless otherwise agreed to in a specific agreement concluded hereunder.
- 4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall have any express or implied right or authority to assume or create obligations on behalf of or in the name of the other Party or to bind or enter into any contract, agreement, undertaking or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this Agreement and under cost-sharing agreements concluded hereunder.
- 4.5 Each Party shall be responsible for its acts and omissions in connection with this Agreement and its implementation.
- 4.6 This Agreement is not the exclusive means for UNOPS and GARDP to enter into activities, projects and other arrangements with one another. Separately executed agreements that do not specifically reference this Agreement will be governed solely by the terms and conditions set forth therein.

Article V

Information Disclosure between the Parties

- 5.1 Each Party may disclose to the other certain proprietary and confidential information. This information shall not include any third party proprietary or confidential information.
- 5.2 Each Party agrees to maintain the information of the other Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.
- 5.3 Each Party agrees that the other Party shall have no obligation under the provisions of this Article 5 with respect to any information which:
 - 5.3.1. Is now or hereafter becomes publicly known other than through a breach hereof;
 - 5.3.2. Is disclosed to the recipient Party by a third party that the recipient Party reasonably believes is legally entitled to disclose such information;
 - 5.3.3. Is known by the recipient Party prior to its receipt of the information without any obligation of confidentiality with respect thereto;
 - 5.3.4. Is disclosed with the Party's written consent; or



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- 5.3.5. Is disclosed by the disclosing Party to a third party without the same or similar restrictions as set forth herein.
- 5.4 The recipient Party shall limit access to any information received from the disclosing Party to only those personnel of the recipient Party who have need of such access for the implementation of this Agreement.
- 5.5 The disclosing Party shall retain title to all forms of the information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the implementation of this Agreement, the recipient Party shall not copy or reproduce, in whole or in part, any information or summarize or make extracts of information without the prior written authorization of the disclosing Party.
- 5.6 Information shall be used by the recipient Party only for the purposes of fulfilling its obligations under this Agreement and any subsequent specific agreement. Without limiting the immediately preceding sentence, any information that is disclosed pursuant to this Agreement shall not be used by the recipient Party to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the disclosing Party's hardware or software or other products or services.
- 5.7 Except as expressly provided in this Agreement or in any subsequent written agreement, the disclosing Party grants no license, right or interest to the recipient Party under any copyrights, patents, trademarks, trade secrets or other property rights of the disclosing Party by reason of the disclosure of the information.
- 5.8 Upon termination of this Agreement or on the written request of the disclosing Party, the recipient Party shall promptly return or destroy all tangible information and copies thereof, except that the recipient Party may retain one copy of such information as part of its work papers for a period of up to five (5) years following termination of this Agreement, in accordance with applicable professional standards.
- 5.9 As the case may be, specific agreement mentioned in Article 4.2 above shall specify the obligation related to confidentiality and access to information

Article VI

Intellectual Property

- 6.1 Subject to the specific agreement mentioned in Article 4.2, UNOPS shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement.



- 6.2 As the case may be, specific agreement mentioned in Article 4.2 above shall specify the obligation related to Intellectual Property.

Article VII
Liabilities

- 7.1 In no event shall either Party, its affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Article shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.
- 7.2 This Article shall not be prejudiced by, and shall survive the termination of this Agreement.

Article VIII
Term, Termination, Amendment

- 8.1 The proposed cooperation under this Agreement is non-exclusive and shall have an initial term of three years commencing on 29 May 2024 and ending on 28 May 2027 unless terminated earlier by either Party upon two months' notice in writing to the other Party. The Parties may agree to extend this Agreement in writing for subsequent periods of two years.
- 8.2 In the event of termination or expiry of this Agreement, any specific agreements concluded pursuant to this Agreement may also be terminated in accordance with the termination provisions contained in such specific agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under this Agreement and the specific agreements are brought to a prompt and orderly conclusion.
- 8.3 This Agreement may be amended only by written agreement of the Parties.

Article IX
Notices and Addresses

- 9.1 Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNOPS: Brenda Waning
Chief, Global Drug Facility
Stop TB Partnership/UNOPS
Chemin du Pommier 40
1218 Le Grand-Saconnex
Switzerland



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For GARDP:

Manica Balasegaram
Executive Director, GARDP
Chemin Camille-Vidart 15
1202 Geneva
Switzerland

Article X

Dispute Settlement

- 10.1 Any controversy or claim arising out of, or in accordance with, this Agreement or any breach thereof shall, unless it is settled by direct negotiation between the Parties, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the Parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim. This Agreement and any dispute arising herefrom shall be exclusively governed by general principles of law, to the exclusion of any single national system of law.

Article XI

Miscellaneous

- 11.1 Unless agreed in advance in writing, GARDP shall not advertise or otherwise make public the fact that it is performing, or has performed services with UNOPS or use the name, emblem or official seal of UNOPS or the United Nations or any abbreviation of the name of UNOPS or the United Nations for advertising purposes or any other purposes. The preceding shall not limit, however, the mention of UNOPS by GARDP in its annual reports.
- 11.2 Unless agreed in advance in writing, UNOPS shall not advertise or otherwise make public the fact that it is performing, or has performed services with GARDP or use the name and logo of GARDP for advertising purposes or any other purposes. The preceding shall not limit however the mention of GARDP by UNOPS in its annual reports.
- 11.3 This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either Party except with the prior written consent of the other Party.
- 11.4 Nothing in or relating to this Agreement shall be deemed as a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNOPS.
- 11.5 This Agreement and any related specific written agreements comprise the complete understanding of the Parties in respect of the subject matter in this Agreement and supersede all prior agreements relating to the same subject matter. Failure by either Party



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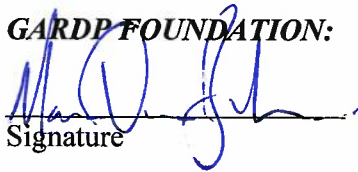
to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Article XII
Entry into Force

12.1 This Agreement may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date on which it is duly signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date below written.

GARDP FOUNDATION:

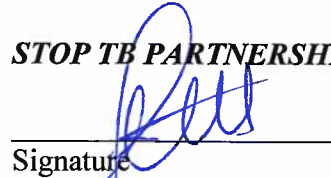

Signature

Manica Balasegaram
Name

Executive Director
Title

29/05/2024
Date:

STOP TB PARTNERSHIP:

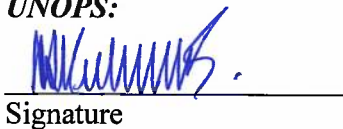

Signature

Lucica Ditiu
Name

Executive Director
Title

29.05.2024
Date:

UNOPS:


Signature

Andrew Kirkwood
Name

Director of UNOPS Geneva Office
Title

29/05/2024
Date: