



MÉMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION –
DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION**

AND

THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA

This Memorandum of Understanding (the "MOU") is made on 27th November 2014 (the "Effective Date") between the Ministry of Foreign Affairs and International Cooperation – Directorate General for Development Cooperation ("MAECI-DGCS"), and the Global Fund to Fight AIDS, Tuberculosis and Malaria ("the Global Fund"). The Ministry of Foreign Affairs and International Cooperation – Directorate General for Development Cooperation and the Global Fund are hereinafter collectively referred to as the "Parties".

RECITALS:

WHEREAS, the Global Fund is an innovative financing institution and Foundation organized under the laws of Switzerland for the purpose of attracting and managing financial resources globally as well as providing such resources to countries to support national and regional programs that prevent, treat, and care for people with the diseases of HIV/AIDS, tuberculosis and/or malaria;

WHEREAS, MAECI-DGCS is committed to long-term and equitable development, including support for advancements in global health, and is a generous donor who has contributed more than USD 1 billion to the Global Fund over the last ten years, and has pledged EURO 100 million for the Fourth Replenishment period of 2014 – 2016, as a reflection of Italy's commitment to remaining an important partner of the Global Fund in the coming years;

WHEREAS, the Parties are approaching the end of 2015 and the Global Fund can be a valuable instrument in contributing to achieving the Millennium Development Goals as well as to contributing to global health within the post-2015 development framework; and

WHEREAS, the Parties are at a historic moment in the fight against the three infectious diseases and wish to continue the excellent progress thus far made by the Global Fund to defeat AIDS, tuberculosis and malaria, which has contributed to saving the lives of vulnerable mothers, newborns and children and making a difference in the lives of millions of people;

WHEREAS, the Parties wish to enter into this MOU to memorialize certain additional cooperation planned between Italy and the Global Fund;

NOW, THEREFORE, the Parties agree as follows:

1. COOPERATION BETWEEN MAECI-DGCS AND THE GLOBAL FUND

1.1 While acknowledging that the Global Fund does not control membership in Country Coordinating Mechanisms, MAECI-DGCS expresses its interest in participating in Country

Coordinating Mechanisms in Sudan, Ethiopia, Burkina Faso and Afghanistan to demonstrate Italy's commitment to supporting local ownership and participatory decision-making relating to Global Fund programs.

1.2 MAECI-DGCS will explore the possibility of providing technical assistance in the Eastern African Region, mainly in Eritrea and Somalia, supporting the Global Fund's activities.

1.3 MAECI-DGCS will encourage highly specialized Italian experts to join the Technical Review Panel of the Global Fund, to support the Global Fund in identifying effective strategies that should guide financing decisions for maximum impact.

1.4 As further demonstration of its concern for global health issues, MAECI-DGCS will promote an event in Rome with the support of "Friends of the Global Fund – Europe" to raise public awareness on the efforts of the Global Fund in the fight against the three infectious diseases.

1.5 MAECI-DGCS and the Global Fund will consider and assess the possibility of additional cooperation channels, including through debt swaps and any other innovative financing instruments such the already existing Global Fund mechanism "Debt2Health".

2. ADDITIONAL TERMS

2.1 Announcements. A Party wishing to issue any press release or public announcement or statement regarding this MOU or the Party's relationship with the other Party must obtain the prior written approval of the other Party, which shall not be unreasonably withheld or delayed.

2.2 Use of Logo. A Party wishing to make use of the logo or emblem of the other Party must obtain that Party's prior written permission.

2.3 Amendment. All amendments to this MOU must be in a signed writing agreed to by the Parties.

2.4 Relationship between the Parties. Nothing in this MOU shall be construed as creating a relationship of joint ventures, partners, employer/employee, or agent. No Party has the authority to create any obligation for any other Party. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Party or create any rights in any third party.

2.5 Dispute Management. The Parties shall employ best efforts to resolve any dispute relating to this MOU through negotiation. Any disputes not resolved amicably by negotiation between the Parties shall be settled by conciliation according to such procedure as may be agreed upon between the Parties.

2.6 No waiver. Nothing in this MOU shall be deemed as a waiver, express or implied, of any of the privileges and immunities accorded to any Party under national or international law.

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

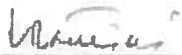
IN WITNESS WHEREOF, the representatives of each of the Parties
affix their signatures below.

For the Global Fund to Fight AIDS, Tuberculosis and Malaria



Dr. Christoph Benn
Director, External Relations

**For the Ministry of Foreign Affairs and International Cooperation –
Directorate General for Development Cooperation**



Mr. Giampaolo Cantini
Director General, Development Cooperation

[Signature Page to MOU]

