



FM 03-05-05

REQUEST FOR PROPOSAL (RFP)
DEVELOPING AND DEPLOYING ADVOCACY STRATEGIES TO PROMOTE COVID-19
DIAGNOSTIC TESTING AND LINKAGE TO CARE AND TREATMENT IN LOW- AND MIDDLE-
INCOME COUNTRIES (LMICs)

PUBLICATION REFERENCE:
< RP22-0001 >

PUBLICATION DATE
< 12/01/2022 >

CONTENTS

| | | |
|-----|--|----|
| 1. | LIST OF ACRONYMS AND DEFINITIONS: | 3 |
| 2. | BACKGROUND INFORMATION:..... | 3 |
| 3. | STATEMENT OF PURPOSE AND OBJECTIVES: | 5 |
| 4. | SCOPE OF WORK AND DELIVERABLES: | 6 |
| 5. | BUDGET AND TIMELINES | 6 |
| 6. | PERFORMANCE STANDARDS: | 7 |
| 7. | APPLICATION GUIDELINES:..... | 8 |
| 8. | AWARD CONDITIONS (EXCLUSION CRITERIA): | 9 |
| 9. | HOW TO APPLY | 9 |
| 10. | EVALUATION AND AWARD PROCESS: | 9 |
| 11. | CONTRACTUAL TERMS AND CONDITIONS: | 10 |
| 12. | TERM OF CONTRACT:..... | 10 |
| 13. | CONFIDENTIALITY: | 10 |
| 14. | TIMELINES:..... | 10 |
| 15. | QUESTIONS AND COMMUNICATIONS PROTOCOL:..... | 11 |
| 16. | APPENDICES: | 11 |
| | APPENDIX A: FINANCIAL PROPOSAL/BUDGET TEMPLATE | 12 |
| | APPENDIX B: SELF-CHECK FORM | 13 |
| | APPENDIX C: GENERAL TERMS AND CONDITIONS | 14 |

1. LIST OF ACRONYMS AND DEFINITIONS:

| | |
|-----------------|--|
| ACCE | Advocacy, Communications, and Community Engagement |
| ACT-Accelerator | Access to COVID-19 Tools Accelerator |
| Ag RDT | Antigen rapid diagnostic test |
| CHAI | Clinton Health Access Initiative |
| COVID-19 | 2019 novel coronavirus disease |
| CSO | Civil society organizations |
| CCSO | Community-led and civil society organizations |
| LICs | Low-income countries |
| LMICs | Low- and middle-income countries |
| RFP | Request for proposal |
| SARS-CoV-2 | Severe acute respiratory coronavirus 2 |
| SOW | Scope of work |
| UNICEF | United Nations Children's Fund |
| WHO | World Health Organization |

2. BACKGROUND INFORMATION:

The Access to COVID-19 Tools (ACT) Accelerator is a ground-breaking global collaboration to accelerate the development, production, and equitable access to COVID-19 tests, treatments, and vaccines. It was set up in response to a call from G20 leaders in March and launched in April 2020 by the World Health Organization (WHO), the European Commission, France and the Bill & Melinda Gates Foundation. The ACT-Accelerator is a multistakeholder collaboration of public, private sector, philanthropic, and public-private actors, as well as civil society and community-based organizations. The ACT-Accelerator is divided into four pillars: diagnostics, therapeutics, vaccines and the health systems and response connector. The ACT-Accelerator Diagnostics Pillar is co-convened by FIND and the Global Fund and the Therapeutics Pillar is co-convened by Unitaid and the Wellcome Trust.

While vaccination continues to be the cornerstone of the global COVID-19 response, additional public health interventions around testing and treatment are critically needed to prevent transmission and save lives, particularly with the emergence of Omicron and other variants of concern. Many countries have been able to identify surges and limit transmission through widespread use of tests coupled with public health interventions. Test-trace-and-isolate strategies and test-and-treat strategies have supported public health containment and swiftly identified patients to link to early oxygen therapy and effective treatments as they became available, saving thousands of lives. The promises of novel oral antivirals in treating mild-to-moderate cases further underscores the need for timely and effective test-and-treat approaches to maximize clinical outcomes.

However, testing inequity has been massive: of over 4.2 billion tests reported globally; 0.45% have been performed in LICs

Under the ACT-Accelerator Diagnostics Pillar, the Country Support Working Group represents a wide range of organizations involved in the global COVID-19 response, divided into targeted task forces to address the most urgent country needs. Co-led by UNICEF and CHAI, the Advocacy, Communications, and Community Engagement (ACCE) task force is working to develop and disseminate relevant information to an array of stakeholders in LMICs aimed at increasing widespread and decentralized access to COVID-19 diagnostic testing.

The advent of low-cost rapid antigen tests is facilitating a more decentralized, community-based testing approach. However, greater provision of tests alone will not increase uptake. Drawing upon the experience of communities and civil society is critical for the successful rollout of testing. Community health workers and community groups are at the heart of the response and ensure delivery of testing services even in the remotest areas. To bolster more widespread testing and mitigate the global emergence of a two-track pandemic born out of inequity, there is a need for context-sensitive advocacy strategies supported by accessible advocacy and communication materials to increase awareness and prioritization of COVID-19 testing as a key element of the national pandemic response as well as generate demand for testing at the community level. In light of this, the ACCE task force is seeking to engage with country-level health advocacy agencies to address target audiences, develop advocacy strategies aimed at increasing the level of testing, tailor and test advocacy and communication materials through focus groups, and disseminate and amplify advocacy messages through communication channels appropriate for the different target audiences. Specific attention is needed to address concerns of parliamentarians and health officials, both political and technical.

Advocacy within the Diagnostics Pillar to date has been focused on resource mobilization efforts, targeting donor countries, rather than developing awareness and scaling up of testing in LMICs. While resource mobilization undoubtedly continues to be critical to the future of the Pillar, including resource mobilization efforts targeted at LMICs, there is a clear opportunity for Diagnostics Pillar agencies to adopt a more unified approach around advocacy for testing in target countries and learn from the needs of communities to inform global work.

The need for increased testing access is further heightened by recent news of potential treatment options for mild-to-moderate COVID-19, the effective administration of which depends on early confirmation of infection. Within the Therapeutics Pillar, a dedicated effort for country preparedness had highlighted the need to adequately establish the delivery modalities for emerging therapeutics, accounting for the different requisites for each of the medicines that are emerging from the pipeline and being recommended by the WHO, as well as the acute need to ensure adequate patients pathways for care after testing for effective management of the pandemic. To this end, FIND and Unitaid [recently agreed](#) to invest \$50 million on behalf of the Diagnostics and Therapeutics Pillars to address inequities in access to COVID-19 testing and treatment, as well as supporting early adoption of comprehensive, effective and safe care packages for both care pathways (severe and critical patients, as well mild and moderate COVID-19 cases) as they become recommended by WHO, in LMICs across Africa including in countries of Southeast Asia, Latin America, and the Western Pacific. The planned projects contain key activities around advocacy to support broad uptake of the recommended COVID-19 tools (including “test and treat” approaches for mild-to moderate patients), with national authorities and demand generation among target groups.

Additionally, the recent independent [ACT-Accelerator strategic review](#) highlighted a need for increased inclusion and meaningful engagement of LMICs, regional bodies, CSOs, and community representatives; the activities detailed in this scope of work (SOW) will provide avenues for stronger involvement of these key stakeholder groups in the COVID-19 testing and treatment response.

World leaders meeting at the UN General Assembly (UNGA) and the US-hosted COVID-19 Global Summit in September 2021 stated that ending the pandemic will require stepped-up support to LMICs for testing and treatment, calling for testing rates of one per 1,000 people per day in all countries once again highlighting the critical need for improved access to testing. Supporting LMIC partners in progressing

towards these goals, and enabling linkage to care after diagnosis, forms the basis for this request for proposals (RFP).

Continuing the partnership between the Diagnostics and Therapeutics Pillars, FIND and Unitaid are jointly issuing this additional RFP to specifically provide support for advocacy and awareness-raising activities in LMICs aimed at increasing uptake of COVID-19 testing, along with supporting a pathway to care and access to treatments.

About FIND

FIND, the global alliance for diagnostics, seeks to ensure equitable access to reliable diagnosis around the world. We connect countries and communities, funders, decisionmakers, healthcare providers and developers to spur diagnostic innovation and make testing an integral part of sustainable, resilient health systems. We are working to save 1 million lives through accessible, quality diagnosis, and save US\$1 billion in healthcare costs to patients and health systems. We are co-convenor of the Access to COVID-19 Tools (ACT) Accelerator diagnostics pillar, and a WHO Collaborating Centre for Laboratory Strengthening and Diagnostic Technology Evaluation. More about FIND and our programmes can be found on www.finddx.org.

About Unitaid

Unitaid is a global health agency engaged in finding innovative solutions to prevent, diagnose, and treat diseases more quickly, cheaply, and effectively, in low- and middle-income countries. Its work includes funding initiatives to address major diseases such as HIV, malaria, and tuberculosis, as well as HIV co-infections and co-morbidities including advanced HIV disease, cervical cancer, and hepatitis C, and cross-cutting areas, such as fever management. Unitaid is now applying its expertise to address challenges in advancing new therapies and diagnostics for the COVID-19 pandemic, serving as a key member of the Access to COVID-19 Tools (ACT) Accelerator, co-leading with Wellcome the Therapeutics Pillar and participating in the Diagnostics Pillar. Unitaid is hosted by the World Health Organization. For more information, please visit www.unitaid.org

3. STATEMENT OF PURPOSE AND OBJECTIVES:

The overarching goal of this RFP is to create an enabling environment for increased access to and scaled-up use of COVID-19 testing and linkage to treatment in target regions (Africa, Asia, Latin America, Middle East).

Specific objectives are to:

- increase access and uptake to COVID-19 testing and therapeutics, as they get recommended, through development and implementation of robust and evidence-based advocacy strategies supported by advocacy, literacy and communication materials and initiatives adapted to specific population groups, regional and country contexts
- disseminate and amplify these materials and initiatives through appropriate communication channels to increase prioritization of COVID-19 testing and linkage to treatment in the national pandemic response as well as generate demand for testing and therapeutics within relevant target groups

FIND and Unitaid, through the ACT-Accelerator, are seeking the services of organizations with a proven record of advocacy and awareness-raising in healthcare in LMICs, to implement projects to achieve these objectives.

4. SCOPE OF WORK AND DELIVERABLES:

The scope of the RFP is restricted to national or regional health awareness raising and advocacy. The selected organizations would be expected to solicit and validate messaging in a bottom-up approach with country partners in target geographies.

Applicants are expected to consider advocacy approaches that will increase testing rates in line with UNGA testing targets (1 test/1000/day), and adequate linkage to treatment, in alignment with recommendations in force, following diagnosis. Activities should be centred on developing advocacy strategies, literacy and messaging and media content for use in local contexts, as well as wider dissemination and amplification. Deliverables are to include:

- I. A multi-pronged advocacy strategy for increased testing and adequate linkage with treatment based on information gathered about local context, including challenges, opportunities, and target audiences.
- II. Tailored (and “pressure-tested”) messages on testing and diagnostics, as well as on therapeutics, for key target audiences, including media, key opinion leaders, policy makers, and healthcare workers, and public.
- III. Advocacy and educational materials, translated into local language and tailored to local contexts for both high-level advocacy and community outreach. To this end ACT-A partners in the Diagnostics Pillar and Therapeutics Pillar would provide relevant information as it becomes available to complement other sources.
- IV. Dissemination and amplification of advocacy and educational materials via multiple channels appropriate for local/regional settings and target audiences (e.g., events, social media, radio, television, internet, newspaper, theatre, media training workshops etc.).

The development of materials (in English, French, Spanish, Portuguese, and other local languages as relevant) and dissemination approach is anticipated to include a diverse array of content relevant to the target stakeholder group as outlined in the proposal.

Material produced for dissemination should be freely accessible to use and not limited by intellectual property or copyright considerations.

5. BUDGET AND TIMELINES

The total budget envelope for this RFP is anticipated to be US\$ ~2 million.

This amount would be distributed among selected partners with an average award of no less than US\$50,000 to a maximum of US\$100,000, depending on financial requirements of the selected applications/awards.

A project duration between 6–18 months is suggested, exclusive of strategy and materials development, with the possibility of quarterly check-ins both individually as organizations and as a group to create a community of practice among selected partners.

Project timelines are as follows:

| | |
|--|-----------------------------|
| RFP launched | 12 January 2022 |
| Implementing partners selected | 23 February 2022 |
| Development of advocacy strategies and supporting material/initiatives | March 2022 |
| Review and sign off on proposed strategies and materials | By 30 April 2022 |
| Deployment of advocacy activities | May 2022-November 2023 |
| Completion of projects and submission of financial and narrative reports | No later than December 2023 |

6. PERFORMANCE STANDARDS:

General responsibilities and expectations:

- Strategy and materials must comply with a standard toolkit and messaging framework provided by FIND/ ACCE/ Dx Pillar partners - review and sign off strategies and material/initiatives by FIND
- Timely attendance and responsiveness to quarterly check-ins, meetings, and other communication with FIND
- In the event of subcontracting, selected applicants shall ensure compliance with contracting and messaging standards as agreed with FIND
- Ensuring that required reporting (including M&E) is prepared in a timely fashion for review
- Monitoring of activity expenses against budget
- Preparing a report on lessons learned, including guidance on best practises for advocacy activities for COVID-19 testing

Partners are requested to employ an appropriate mix of methodologies to track the reach and effectiveness of advocacy strategies and activities; suggested methods are as follows:

- Media tracking
- Social listening
- Policy tracking
- Focus groups
- Interviews with key opinion leaders (KOLs)
- Case studies
- Surveys or interviews with key target populations

Applicants can provide an estimate of the number of people engaged/reached via advocacy strategies that can include individual or group direct engagement or (social) media reach as relevant. Applicants are not limited to the above and can select optional additional methodologies and metrics specific to their proposed strategy/activities as applicable.

More information on the monitoring and evaluation of advocacy activities can be found at the following link: http://www.pointk.org/resources/files/Unique_Methods_Brief.pdf

7. APPLICATION GUIDELINES:

Applicant(s) are asked to include the following in their proposal:

1. Completed proposal document (PDF, max 9 pages, appendices do not count in the proposal length). Proposals must include the following categories:
 - a. **Organization information**
 - i. Name, address/location
 - ii. Mission statement
 - iii. Organization structure
 - iv. Proof of registration in country
 - v. Geographical presence
 - vi. Relevant experience
 - b. **Previous experience in advocacy and awareness-raising in healthcare in LMICs**
 - i. List and provide at least two (2) detailed examples and experience implementing similar projects that demonstrate the organization's ability to satisfactorily perform the work in accordance with the requirements of this RFP). It is expected that details include examples of advocacy strategy and supporting material produced, channels utilized for deployment, and results or relevant metrics of success. (Limited to 2–3 pages)
 - ii. Include two reference letters, including contact information
 - c. **Project proposal**, which should include:
 - i. Proposed strategy and implementation approach
 - Problem statement
 - What can be done
 - How organization will successfully execute the SOW
 - Risks and mitigation strategies
 - ii. Strategy
 - Outline of the approach for contract implementation
 - Team members and CVs (indicate relevant members of the team that will be part of this project)
 - iii. Timetable of activities and milestones
 - iv. Monitoring and Evaluation
 - Outline key quantitative and qualitative metrics and data collection methodologies to monitor and evaluate the effectiveness of advocacy strategy and activities.
2. **Financial proposal** (no less than US\$ 50,000 to a maximum of US\$100,000). A simple high-level budget is required in Excel/XLS file format, supplied by FIND and using the template distributed with the RFP in Appendix A. The budget should focus on resources needed for creation and dissemination of material, events, and messaging, including human resources needed to manage the same.
3. **Completed self-check form**, as included in Appendix B

Proposals along with appendices/supporting documents must be received by FIND at the email address specified in section 9 below no later than **2 February 2022, at 17h00 CET**. Any proposal received by FIND after the closing date for submission will be rejected.

Note: Applications and supporting materials can be submitted in English, French, Spanish and Portuguese. If you have any questions on the application or exclusion criteria, please write to advocacy_rfp@finddx.org

8. AWARD CONDITIONS (EXCLUSION CRITERIA):

The RFP is designed to be inclusive of a wide range of organizations; it is intended for country-level organizations including, but not limited to, health sector implementers, marketing agencies, advocacy organizations, not-for-profits, community-led and civil society organizations (CCSO), and faith-based organizations.

However, all applicants should comply with certain requirements to be eligible for consideration and will be excluded if:

- A global or multi-country project is proposed; project implementation is restricted to the country where the applicant is based.
- Applicants are individual advocates or activists.
- Applicant is not legally registered in the country of the activities with at least three (3) years of continued activities.
- Applicant cannot confirm annual financial reporting and payment of taxes in line with national legislation.
- Applicant is bankrupt or in the process of being wound up or ceasing their activities.
- Applicant has been convicted by a final judgement or a final administrative decision or subject to sanctions (this also applies to legal Persons).
- Applicant has been subject, within the last five (5) years to a Contract termination for significant or persistent failure to comply with their contractual obligations.
- Applicant has misrepresented information requested by FIND during the RFP process.
- Applicant cannot commit to and follow [FIND Global Access Policy](#) and [FIND Code of Conduct and Ethics](#).

9. HOW TO APPLY:

Applicants are limited to one proposal per organization for this RFP.

Please submit your completed proposal document (as per the guidelines in Section 7) and send to [advocacy_RFP@finddx.org] no later than **2 February 2022 at 17h00 CET**. Any proposal received by FIND after the closing date for submission may be rejected.

All applicants are required to complete a self-check form, as seen in Appendix B.

10. EVALUATION AND AWARD PROCESS:

Submissions will be evaluated on the following:

- Organizational profile (20%): Submissions will be evaluated on their organizational strategy, experience, and capability as they pertain to advocacy and awareness-raising in the global health domain.
- Previous experience (20%): Submissions will be evaluated based on similar projects conducted by the organization.
- Project proposal (40%): Submissions will be evaluated on how the project proposal aligns with the statement of work, the strategy for implementation, and the quality of the team that will work on the project.
- Financial proposal (20%): Submissions will be evaluated on the quality and value for money of the financial proposal for this RFP as well as the transparency and breakdown of all financial elements comprising the proposal. Submissions should provide as much information as possible to explain their proposed budget.

Applicants will be selected in a portfolio approach to ensure geographic distribution/representation.

Note: Upon satisfactory completion of the work and reporting and further funding available, at the sole discretion of FIND, may choose to continue future funding with the grantees without competitive calls for proposals

11. CONTRACTUAL TERMS AND CONDITIONS:

FIND will use a binding agreement to engage successful applicants, with set Terms and Conditions as set forth in Appendix C. The parties to the agreement will be FIND and the applicant.

12. TERM OF CONTRACT:

The term on the contract agreed upon with selected partners will be variable, depending on the timelines set forth in their proposals. The contract term will range from 6–18 months to end no later than November 2023.

13. CONFIDENTIALITY:

FIND considers any proposal received under the RFP as confidential. If required, FIND can sign a Confidentiality Disclosure Agreement (CDA) with interested Applicants/Bidders prior to proposal submission. FIND will not disclose the proposal to third parties (other than Unitaid) without the prior written agreement of the proposal submitter. Review of proposals will be carried out by an internal FIND team as well as a team of external experts (including experts from Unitaid), all of whom are under confidentiality and are recused if found to have a potential conflict of interest (which they are obliged to disclose). Any specific questions concerning confidentiality should be addressed to the FIND team.

14. TIMELINES:

| | Activity | Expected date |
|----|---|--|
| 1 | Publication of RFP | 12 January 2022 |
| 2 | Closing for submission of written queries | 26 January 2022 |
| 3 | Webinar sessions (2) | 19 and 20 January 2022 |
| 4 | Closing of RFP | 2 February 2022 |
| 6 | Communication on Award/s of Contract | 23 February 2022 |
| 5 | Financial due diligence (if requested) | 9 March 2022 |
| 7 | Contract/s signed with selected organizations | 18 March 2022 |
| 8 | Public announcement of Award/s of Contract | 21 March 2022 |
| 9 | Review of advocacy strategy/materials | By 30 April 2022 |
| 10 | Mid-term project review/s completed | <i>Varies by project</i> |
| 11 | Final reports and performance data | <i>Varies by project - no later than December 2023</i> |

15. QUESTIONS AND COMMUNICATIONS PROTOCOL:

Please email questions to: Advocacy_RFP@finddx.org. Questions will be accepted until 26 January 2022. Applicants are invited to attend webinars to be held between 17-24 January 2022. The webinars will present the RFP scope, content, and process, and will address questions submitted (to date) to the email address listed above. Attendance is encouraged to obtain clarification and further information. The webinar recordings will be posted for those unable to attend. Additionally, submitted questions (and corresponding answers) will be publicly available at: <https://www.finddx.org/calls-for-partners/>

Webinars will be held in English, but we will accept questions in any of the 4 RFP languages.

16. APPENDICES:

- Appendix A: Financial Proposal / Budget template
- Appendix B: Self-check form
- Appendix C: General Terms and Conditions



FM 03-05-05

APPENDIX A: FINANCIAL PROPOSAL/BUDGET TEMPLATE

Template can be found here: https://www.finddx.org/wp-content/uploads/2022/01/20220111_rfp_advocacy_financial_proposal_VF_EN.xlsx



FM 03-05-05

APPENDIX B: SELF-CHECK FORM

Template can be found here: https://www.finddx.org/wp-content/uploads/2022/01/20220111_rfp_advocacy_self_check-form_VF_EN.xlsx

APPENDIX C: GENERAL TERMS AND CONDITIONS

1. Funds supplied under this Agreement shall be expended solely in accordance with the terms contained herein. Unbudgeted expenditures and any other variations to the pre-agreed budget must be approved by FIND and further agreed in writing between the parties before commitments are entered into for such expenditures. For the sake of clarity, funding for this Agreement includes part funding from Unitaid, as described in the Request for Proposals published 12 January 2022.

2. Receipts or other documentary evidence in support of all expenditures from funds supplied by FIND shall be retained throughout the period of this Agreement and for at least five years following termination. No later than three months after the termination of this Agreement, FIND shall be advised of any uncommitted funds held by or under control of the partner. Partner shall dispose of such surplus funds as requested in writing by FIND.

3. Confidentiality. Partner shall take all reasonable measures to keep any Confidential Information obtained under the Statement of Work/Terms of Reference (SOW/TOR) confidential and shall only use such information for the purpose of implementing the respective SOW/TOR. For the purpose of this AGREEMENT the term “Confidential Information” shall mean all information disclosed in oral, electronic, written, graphic, photographic, recorded, or in any other manner in the course of execution of the respective TOR. The Partner shall treat each item of Confidential Information as confidential during the term of this AGREEMENT and for a period of five (5) years from the date of termination and/or expiration and shall not use such Confidential Information for any purpose other than that described above, including not for its own purposes other than the Activities.

However, there shall be no obligation of confidentiality or restriction on use where:

- (i) The information is publicly available, or becomes publicly available otherwise than by action of the Partner; or
- (ii) The information was already known to the Partner (as evidenced by its written records) prior to its receipt; or
- (iii) The information was received by the Partner from a third party not in breach of an obligation of confidentiality owed to FIND.

4. Partner’s other activities. Nothing provided in this AGREEMENT shall inhibit the Partner from engaging in any other work, for profit or otherwise, in the nature of a consultancy, or otherwise, with any other person at any other place or time.

5. Notices. Any notice (“Notice”) from one party to the other must be in writing, and only shall be effective if sent by a commercial messenger and/or delivery service which provides the sender with a written receipt to establish delivery. Each such Notice shall be sent to the party at their then principal place of business as set forth hereinabove; and to FIND at their primary places of business in Geneva, Switzerland, unless and until either party notifies the other by Notice they have changed such designated place.

6. Term. The term of this AGREEMENT (“Term”) shall commence as of the date hereinabove written, and it shall continue for the duration of the SOW/TOR Activities and receipt of required Deliverables by FIND. Here, “Deliverables” means any result, or output and any other work product delivered by the

Partner to FIND under this Agreement, in any form, as may be developed pursuant to the SOW/TOR. Notwithstanding the generality of the foregoing, either party may terminate this AGREEMENT upon Notice to the other in the event that such other party has breached a material term and condition of this AGREEMENT and fails to remedy or cure such default or breach within thirty (30) days of written notice from the other Party of such default.

7. Legal Requirements and Data Privacy. The Partner shall conduct its Activities under the AGREEMENT in a diligent manner, and in compliance with all applicable legal requirements. The Parties shall comply with applicable data protection legislation including the EU Regulation 2016/679, including any future amendment, and the Swiss Federal Act on Data Protection, including any future amendment, and relevant international regulations, and any and all Personal Data shall not be disclosed between the Parties, where "Personal Data" means any information relating to an identified or identifiable natural person.

8. Reports. Partner shall provide FIND regular reports as agreed between the parties and as per the SOW/TOR, summarizing the results of the TOR, with a detailed description of the work performed and the results accomplished including access to all data as requested by FIND, relating to the SOW/TOR outputs. Partner agrees that such reports, and any other information or documentation provided by Partner to FIND, may also be provided to Unitaid.

9. General.

a) The Partner shall at all times serve as an independent contractor to FIND, and FIND's only obligation to the Partner shall be to make payments to the Partner, as hereinafter more particularly described. In addition thereto, but not in limitation thereof, the Partner shall be liable to pay own income taxes of any kind.

b) The Partner is deemed to be an independent party providing the services called for under this AGREEMENT and the execution of this work does not create any employer/employee relationship. Notwithstanding the absence of such a relationship, FIND expects that the Partner will maintain the highest professional standards and refrain from any conduct likely to discredit FIND's reputation.

c) This AGREEMENT does not constitute authority for the Partner to act as an agent or legal representative of FIND or Unitaid in any capacity or for any purpose. In particular, the Partner shall not pay, transfer or give anything of value on behalf of FIND or Unitaid, or agree to do so, to any official of a government or a government agency or department, or to a person acting on behalf of such an official, or to a political party or official thereof or any candidate for political office, for the purpose of influencing their acts or decisions in any manner whatsoever or for any other purpose prohibited by law or public policy.

d) The Partner shall be solely responsible for the way the work is carried out, and neither FIND nor Unitaid shall be responsible for any loss, accident, damages or injury suffered by any person arising in or out of the execution of this work, or during approved travel relating thereto. The Partner is advised to take out whatever insurance is appropriate to cover such risks and contingencies. The Partner is fully responsible for all accident and sickness insurance, taxes, and other charges to which he/she may become liable during the term of this AGREEMENT.

e) All legal rights in the original work created by the Partner, specifically the advocacy strategies, shall be vested in the Partner.

f) Any variation of the terms and conditions of this AGREEMENT must be agreed in advance and in writing between the Partner and FIND. If work is not satisfactorily completed (and, where applicable, delivered), FIND may specify an additional period within which the Activities described in the SOW/TOR must be satisfactorily performed. In the event that the work is not satisfactorily completed by the AGREEMENT termination date, or by the expiry of any additional period as agreed by FIND, it may rescind this AGREEMENT (in addition to other remedies), subject to an equitable arrangement being made in the case of delay caused by *force majeure*.

g) The Partner hereby affirms that he/she has full contractual capacity to enter into this AGREEMENT with FIND and specifically that there is no prior arrangement with any other party which could affect the validity of this AGREEMENT.

h) The Partner acknowledges that it has read and understood the content of FIND's Code of Conduct and Ethics as set forth under the FIND site at: <https://www.finddx.org/policies/> as amended from time to time, (the "**Code**"), and has informed the appropriate personnel of the Code's existence and agrees to abide with the Code terms and conditions.

i) The Partner will not make use of the name, logo or emblem of Unitaid other than in accordance with the messaging framework to be provided by FIND. The Partner will not make use of the name or emblem of WHO.

10. Full Understanding. This AGREEMENT represents the complete understanding of the parties with regard to the subject matter herein, and it only may be amended by a written instrument, mutually executed and delivered. It shall be binding upon and inure to the parties hereto, and to their respective assigns, successors in interest, heirs, executors, and administrators. Notwithstanding the foregoing, FIND specifically agree that they may not assign their rights under this AGREEMENT to any other entity; and the Partner agrees that she shall not assign her obligation to perform to any other entity.

11. Applicable Law and Dispute Resolution. This AGREEMENT shall be governed by and construed in accordance with the laws of Switzerland. Any dispute relating to the interpretation or execution of this AGREEMENT shall, unless amicably settled, be subject to the exclusive jurisdiction of the Courts of the Canton of Geneva.