REQUEST FOR PROPOSALS (RFP)

IMPLEMENTATION OF AN ENTERPRISE PERFORMANCE MANAGEMENT (EPM) SOLUTION

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CONTENTS

1. BACKGROUND INFORMATION:

FIND, the global alliance for diagnostics, has recognized the need to bring a substantial degree of standardization, optimization, governance and integration to its end-to-end strategic planning, budgeting, and forecasting processes and ways of working, to simplify our operations and create value.

The purpose of this Request for Proposals (RFP) is to provide sufficient information to interested applicants to enable them to prepare and submit proposals for the implementation of an enterprise performance management (EPM) solution to integrate financial and operational planning for FIND. The successful applicant will have responsibility for identifying, recommending, and implementing best practices in processes and technology related to the delivered solution.

For clarity, the expected outcomes from this exercise are:

- A solution that facilitates an integrated planning process, providing FIND with greater detail and transparency throughout its operations; this will include strategic planning (multi-year financial and operational), workforce planning, budgeting, forecasting and performance monitoring.
- A solution that seamlessly integrates with FIND's application landscape, with data interactions to and from existing systems to deliver an end-to-end view of our integrated planning process.

1.1 About FIND

FIND is headquartered in Geneva, Switzerland. We are a global non-profit organization driving innovation in the development and delivery of diagnostics to combat major diseases affecting the world's poorest populations. Our vision is a world where diagnosis guides the way to health for all people. Our priorities are aligned with those of the global public health community, and we turn complex diagnostic challenges into simple solutions through unique partnerships with the public, private and non-profit sectors. Our work bridges research and development (R&D) to access, working on technical and practical aspects of diagnostic needs assessments, development of fit-for-purpose products, evidence generation for regulators and policymakers through clinical trials and other studies, analysis of market dynamics, the introduction of new products, capacity development to strengthen laboratory systems and manufacturing, and advocacy to expand access. FIND works across multiple countries, with a presence in four low- and middle-income countries (LMICs) in addition to our Geneva operation. FIND is also co-convener of the Access to COVID-19 Tools (ACT) Accelerator diagnostics pillar and a WHO collaborating centre for laboratory strengthening and diagnostic technology evaluation.

2. STATEMENT OF PURPOSE:

2.1 Why are we looking for an EPM solution?
As can be seen in Section 1.1, FIND's span of operations is broad and complex, and its planning, budgeting and forecasting process is currently managed using Microsoft (MS) Excel, MS Access and other offline tools. While this approach has worked for FIND over many years, the organization is now larger, more complex and has been restructured according to a matrix model, which requires a move

away from siloed processes and working. We believe that introducing an automated solution for our processes will bring benefits in three critical areas:

- Improved planning and forecasting accuracy
- Improved timelines, efficiency and robustness in planning, budgeting and forecasting processes (which should lead to improved productivity of our programmes)
- Improved insights

2.2 What are we looking for in an EPM solution?

Our **goal is to create an end-to-end solution** that allows us to know early, act fast and adapt to change. Via a single hub (the EPM solution), FIND will gain visibility of the information we need to make effective, rapid decisions and avoid information gaps.

We require an applicant with the capability to implement a platform that supports:

- **Aligned financial and operational planning processes.** Integrated rather than siloed processes that reduce complexity and avoid duplication.
- **Improved planning, budgeting, forecasting and execution.** Seamless integration of planning, budgeting, forecasting and performance monitoring into a single hub. The solution will also manage the review and approval of budget/forecast proposals through multiple levels of review.
- **Improved workforce planning.** Clarity on workforce planning and assignments. Insights to improve forecasting accuracy.
- **Performance monitoring.** Early, continuous and accurate feedback on performance to continually improve forecasts and decision-making.
- **Consolidated view of the end-to-end process.** Reporting on financial, material and resource elements of the process.
- **Fine-tuned strategy through scenario modelling.** Build simulations and scenarios to understand the impact of decisions across the value chain.

3. SCOPE OF WORK AND DELIVERABLES:

Deliverable 1: A review and optimization of FIND's current processes, to deliver a fully integrated system and processes.

Deliverable 2: The EPM solution, which includes the models described below, together with the highlighted functionality.

The appendices and requirements below are intended to provide applicants with a clearer understanding of FIND's expectations and are not intended to be replicated as a solution. We understand that systems operate differently and accept that these requirements may be delivered differently from the way in which they are stated, provided that our stated goals are met.

3.1 Planning

This model supports a flexible, multi-year budget-planning process. It must also support the sometimes complex (parent–child) project–grant–donor mapping across multiple financial years. Specifically, the model must:

- Support multi-scenario planning. This is the ability to create multiple versions of financial plans and model these to simulate the impact on numerous, defined key performance indicators (KPIs).
- Support flexible planning methods, including:
    - Top-down, bottom-up, hybrid, trend, driver.
- Support multiple dimensions for planning inputs:
    - Departments, projects, grants, diseases, cost types etc.
- Support multicurrency analysis.
- Provide revenue simulations based on budgets or forecasts. Revenue is generally at cost plus pre-defined markup or fixed revenue per year, depending on the grant.
- Support multiple types of data input:
    - User input, file upload, system integrations, e.g., Enterprise Resource Planning.
- Act as a single source for budget planning data.
- Support the capture of unconstrained plans/projects from multiple units within FIND, with the ability to constrain these plans at different hierarchies and by defined KPIs.

3.2 Budgeting and forecasting

FIND runs an annual budgeting cycle (sign-offs included) and a quarterly "rolling forecast" process. These processes are primarily run using MS Excel with input collected from the various parts of the organization (disease programmes, departments and core services unit).

The selected solution will have the functionality to deliver a process that supports extensive cross-functional collaboration in the budgeting and forecasting cycles to provide a single plan focused on the quantification of FIND's strategy.

The critical budgeting and rolling forecasting functionality required from the solution includes that it:
- Allows inputs from the different units within FIND into the budgeting and rolling forecast process.
- Allows inputs (capturing dimensions of the legal department's contracts) from MS Dynamics 365 Business Central Contract Module, such as total contract value, percentage of contract completed, etc.
- Workflow functionality that allows budgets and forecasts to be taken through multiple, definable levels of approval.
- Allows inputs in multiple currencies to facilitate cash flow and foreign exchange risk management. FIND's reporting currency is USD. The tool should facilitate modelling of income and expenditure accounts over various periods of time, based upon different currency scenarios.
- Allows for the capture of multiple dimensions from departments, disease programmes, projects, grants etc., throughout the budgeting and forecasting lifecycle.

- Allows planning, analysis, workflow and reporting functionality to exist within the same solution to eliminate "shadow" planning systems, i.e. the solution serves as the single source of budgeting and forecasting data.
- Allows models to be rapidly modified and re-forecast as often as necessary, with multiple iterations and versions managed concurrently.
- Allows budgets and rolling forecasts to be saved in a definable status, such as draft, reviewed, final etc.
- Provides the ability to define and update planning drivers and assumptions, distribute expenditures/forecasts over the budgeting/forecasting period, and allocate resources based on planning methods such as:
  - Top-down, bottom-up, hybrid, trend, driver.
- Provides the ability to build simulations and scenarios to understand the impact of decisions across the value chain, in addition to currency simulations.
- Allows creation of summary budget or forecast reports at different levels. Revenue should be automatically calculated based upon the detailed budget expenditure details entered by the teams.
- Provides variance analysis of actual versus budget and forecast versus budget across all dimensions (top-down).
- Provides the ability to restrict the entry of certain budget elements by business unit and user types.
- Allows audit trails and data validations at every step of the process.
- Allows input budget lines in a mixture of currencies, e.g. CHF, EUR, Ksh, and report in one currency, i.e. USD (integrated currency conversions), with the ability to hold time-bound foreign exchange rates.

Sample scenario: at the start of a planning period, a project manager needs to enter the anticipated direct costs for their project, excluding staff costs. They need to forecast this by specific line items and map them to individual projects. They need to see a detailed view of this project and all other projects they manage. At the end of the planning period, they must be able to update the project financials based on actuals in the currency of the transaction and be able to see a consolidated view in USD.

(The anticipated scenarios are not limited to the one described.)

3.3 Resource allocation

FIND operates a matrix structure comprising disease programmes, departments, and core services units. These sometimes rely on complex interrelationships, with different units providing support to   multiple projects and grants.

This solution must support the detailed planning, actual reporting, and variance management of the workforce (employees and contractors) and must be able to handle the complexities described above. Note that the actual reporting must consider the various forms of allowances, social charges and pensions that make up employee benefit schemes.

Key features required of the model are that it:
- Allows entry of time allocation forecasts into the system by employees (quarterly process) for a 12-month rolling period.
- Allows "one-to-many" relationships for time booking for resource-project-grant mapping.

- Accepts actual time allocation in the system.
- Allows rollover of forecasts into actuals.
- Allows revision of forecasts by adding new project lines and amending allocations.
- Allows multiple, definable sign-off on timesheets directly within the system.
- Creates journal entries for uploading values of actual time allocations into the ERP system (in two currencies: original and USD) and the different expense types associated with salaries (gross pay, pensions, social charges and other allowances and deductions).
- Delivers process controls such as:
  - Restricting amendments after sign-off.
  - Limiting employees' view of data to their own.
  - Having sign-off available for closed periods only.
  - Ensuring time allocation does not exceed 100% per employee over a specified period.
  - Ensuring allocations do not exceed contract end dates.
  - Links codes to dimensions to allow resource–project–grant mapping.

Sample scenario: an employee within the core service unit is planned to support three projects concurrently for 2, 4 and 6 months, spending 20%, 40% and 20%, respectively, of their time on these projects. After 4 months, the actual times spent on the projects are 1, 3 and 1.5 months, accounting for 20%, 50% and 14%, respectively, of their time during the period. The solution must be flexible enough to handle this scenario and report any variances, exceptions and salary mappings during the period.

(The anticipated scenarios are not limited to the one described.)

3.4 Performance monitoring

FIND requires ongoing project financial tracking and reporting to provide continuous feedback for the rolling forecast process, to create visibility around project performance, improve the quality of the forecasts and allow for interventions and increased value realization.

Key functionality required from this model include the:
- Ability to map resource–project–grant relationships based on modifiable dimensions.
- Ability to visualize the entire period of a project budget in a single platform with multiple views of the approved budget, spend in prior years, spend in current year, forecasts for future periods etc.
- Ability to manage and report direct project costs (excluding staff costs) on a cash or accrual basis by the dimensions of projects, grants etc.
- Ability to manage and report direct project costs (excluding staff costs) on a cash or accrual basis by specific line items.
- Ability to visualize multiple sets of comparators, including:
  - Summary views of project spend versus budgets or forecasts for a set of projects
  - Group projects based on definable dimensions
  - Views of constrained versus unconstrained plans
  - Management of contract–project relationships
    - One-to-one; one-to-many
  - Update percentages of completion against projects and contracts milestones.

3.5 Reporting and analysis

An integrated, self-service reporting and analytic module is essential. Key functionality must include:

- Dashboarding capabilities
- Data consolidation across multiple dimensions
- Multi-dimensional analysis, including drill-down
- Scenario modelling and simulation with integration of the different models for easy forecast updates
- Predictive analysis and planning

4. PERFORMANCE STANDARDS:

The selected software must be commercially available and have been successfully implemented in at least five multinational organizations, including two organizations within the international health space. The implementations must have had similar requirements and functionality to what is described in this RFP. These provisions also apply to the applicant who will manage the implementation. In addition, the applicant must either be the solution owner or be part of a verifiable, high-ranking partnership tier with the solution owner, e.g. a "gold" or "premier" partner.

5. APPLICATION GUIDELINES:

This RFP is an invitation for suitable applicants to submit a proposal for the project described above. Therefore, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer of acceptance by any person, or as creating any form of contractual, promissory or other rights.

This section of the RFP describes what each applicant's response/application should contain. There is no specific template provided for the body of the application, but an outline of the expected content is provided below. In addition, **Appendix 2** is to be completed and included in the submission.

5.1 Proposed response structure:

i.   Executive summary

    a. An understanding of FIND's needs.

    b. Solution provider (applicant) – company profile and differentiators.

    c. Solution overview.

    d. Implementation approach and high-level timelines.

    e. Confirmation that your organization meets the award conditions listed in Section 6.

ii.   Overview

    a. An overview of the proposed solution and how it meets FIND's requirements.

    b. Application/technical architecture.

    c. Applicant's prior experience in implementing the proposed solution within the international health organization space, providing relevant examples.

    d. Value proposition – what value does the applicant bring?

iii. Approach and methodology

    a. Approach and methodology for project delivery.

iv. Resources

    a. Project team structure and size.

    b. Experience developing and implementing projects of similar size and complexity to the solution proposed, particularly within the international health organization space.

    c. Professional qualifications and relevant certifications of proposed resources (as necessary).

v. Pricing

    a. A budget should be submitted as part of the proposal. The final contract will provide additional details on the financial terms. The budget should be in line with the scope of the work, with costs broken down per activity. It should provide the following details (as necessary) and any other information that may be relevant:

- Software costing structure(s).
- Other associated/third-party software costs, e.g. web hosting etc.
- Consulting costs, e.g., applicant resource costs.
- Travel and expenses (if any).
- Annual maintenance and support costs.
- Terms and conditions (T&Cs) and any other rates, discounts, fees and expenses.
- Total cost of ownership (to FIND, over a period of 3 years) based on the current scope.

The budget for the proposed work can be provided in the applicant's preferred format. It should be in line with the scope of work, with costs broken down by activity. All monetary amounts must be stated in USD. Value-added tax (VAT), if any, is for the account and responsibility of the applicant.

vi. Key assumptions must be provided by the applicant, addressing all of the above.

vii. Applicants should provide any other information deemed relevant.

A budget of up to one hundred and fifty thousand US dollars (US$150 000) is available for this project. FIND is open to budget negotiations and phasing of the work to be delivered. Funding negotiations will be conducted independently and confidentially for each proposal.

6. AWARD CONDITIONS (EXCLUSION CRITERIA):

Applicants that are selected for a final award will be required to confirm that they:

- Are legally permitted to perform work in the country where the contract will be performed.

- Are not bankrupt, being wound up or ceasing their activities; are not having their activities administered by courts; have not entered into receivership; and are not in any analogous situation.

- Have not been:
  - convicted by a final judgement or a final administrative decision and have not been subject to financial sanctions by the United Nations, the European Union and/or Switzerland for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons who themselves are subject to such convictions or sanctions.

  - convicted by a final court decision or a final administrative decision by a court, the European Union or Switzerland for Sanctionable Practise during any Tender Process or the performance of any Contract.

- Have not been subject, within the last five years, to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless (i) this termination was challenged and (ii) dispute resolution is still pending or has not confirmed a full settlement against them.

- Have fulfilled all applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or in Switzerland.

- Are not subject to an exclusion decision of the World Bank or any other multilateral development bank and are not listed in the respective table of debarred and cross-debarred firms and individuals available on the World Bank's website or that of any other multilateral development bank.

- Have not misrepresented information requested by FIND during the Tender Process for the relevant Contract.

- Have committed to and follow FIND's Global Access Policy and Code of Conduct and Ethics.

7. HOW TO APPLY

Please submit applications to rfp.enquiry@finddx.org by 5 October 2022. This should include a completed applicant presentation, cloud services checklist and responses to the detailed requirement checklist, along with any supporting documents.

8. EVALUATION AND AWARD PROCESS:

FIND has sought to provide information of sufficient detail for applicants to respond to this RFP. Submissions will be assessed, and applicants selected, through a systematic process. A panel will be constituted to review the submissions. The successful submission will be the basis for an agreement, and there will be only one award made under this call.

Submissions will be evaluated based on the following criteria:
- Guiding principles (scope and performance criteria) outlined in this RFP and how the applicant interprets and intends to address them.

- Applicant's degree of understanding of FIND's requirements. The submission is not just a series of tick boxes against a functionality list.
- The proposed solution and the extent to which it addresses the essential requirements and has all of the various components integrated into one platform.
- Applicant's background. The applicant has experience in delivering projects of similar requirements, scale and complexity within the international health organization space.
- Implementation methodology/approach.
- Project organization with roles and responsibilities. Project resources have experience in delivering projects of this scale and level of complexity.
- Security framework for the solution, i.e. controls, compliance, data privacy.
- Flexibility of the solution to meet changing organizational needs.
- Customer references. References should be relevant and from within our industry.
- Commercial terms, conditions and validity.
- Change management approach.
- Warranty conditions and project acceptance criteria. What structures does the applicant have in place to support the embedding of the solution after go-live?

As part of the evaluation, FIND reserves the right to request additional information, ask for a demonstration, conduct conference calls to review the response, or take any other action necessary to perform a thorough and objective evaluation of each applicant's submission. This evaluation includes but is not limited to conducting customer reference checks, visiting the applicant's office, and reviewing any other information about the applicant and their solution (e.g. performance, viability, technology, mergers and acquisitions, organizational changes, litigation, industry analyses, etc.).

9. CONTRACTUAL TERMS AND CONDITIONS:

FIND will use a commercial level contractual mechanism where the standard T&Cs address the requirements of supplying a product for relevant requirements in relation to any IT services to be provided to FIND as set forth under Appendix 3. FIND recognizes that some applicants may have model agreements that are specifically developed to cover all the T&Cs relevant to their area of work, and we will equitably review applicants' model contracts for suitability.

10. CONFIDENTIALITY:

FIND considers any proposal received under this RFP as confidential. If required, FIND can sign a Confidentiality Disclosure Agreement (CDA) with interested applicants before proposal submission. FIND will not disclose any proposal to third parties without the prior written agreement of the applicant. An internal FIND team will review the proposals received.

11. TIMELINES:

We expect the delivered solution to be in production by Q2 2023.

The anticipated timeline for the RFP phase is shown below.

	Activity	Expected date
1	Publication of RFP	15 September 2022
2	Confirmation of participation	21 September 2022
3	Written queries and clarifications	16–27 September 2022
4	Closing date for submission of proposals	5 October 2022
5	Start of interviews	13 October 2022
6	Close of interviews	21 October 2022
7	Communication on the award of a contract	28 October 2022
8	Contract signed with the selected applicant	11 November 2022
9	Project kick-off meeting(s) completed	November 2022

12. QUESTIONS AND COMMUNICATIONS PROTOCOL:

All communications, questions and submission of RFP responses should be sent to:
rfp.enquiry@finddx.org
Questions will be accepted and promptly responded to until 27 September 2022. Submitted questions (and corresponding answers) will be made available to all applicants who confirm participation.

13. APPENDICES:

- Appendix 1 - Detailed requirements: detailed breakdown of the solution requirements
- Appendix 2 – Cloud services checklist
- Appendix 3 – Contractual Terms & Conditions

Appendix 3: CONTRACTUAL TERMS & CONDITIONS

This is a list of key Terms and Conditions to be addressed in any contractual agreement executed by FIND. The language below is provided for guidance purposes only. The final language is to be agreed between the parties to each agreement.

1. SOME KEY DEFINITIONS

"Global Access"	means the principles according to which diagnostic products shall be available, affordable and appropriate for use in the Territory, as further set forth in FIND's Global Access Policy, available at www.finddx.org/policies, and as amended from time to time;
"LMICs" or the **"Territory"**	means those countries defined by the World Bank as having "low-income economies", "lower middle-income economies" or "upper middle-income economies", and as may be amended from time to time;
"Private Health Sector"	means any non-governmental institute in the Territory in the health sector, which operates on a for-profit basis and which may have access to preferential access conditions to a product such as set out under Global Access, and as determined on a case-by-case basis by FIND;
"Public Health Sector"	means (i) any government in the Territory, including any government ministry of health, department or agency, or any local or regional governmental body, authority or entity, and (ii) any officially recognized, not-for-profit organization including private not-for-profit organizations, or funds, that pursue activities to relieve suffering, promote the interests of the poor, provide basic social services, or undertake community development, including, but not limited to, the World Health Organization (and other UN organizations), ICRC, UNICEF, Save the Children Fund, Médecins Sans Frontières, Unitaid, PEPFAR, the Global Fund, FIND or its authorized designee and other funding organizations;

2. ADDITIONAL THIRD PARTIES

General. XYZ may use Third Parties as subcontractors in the performance of its activities undertaken in connection with this Agreement, provided; a) FIND is informed and agrees in advance in writing to such subcontractor(s), and; b) XYZ must obtain each subcontractor's written agreement to comply with all the applicable terms and conditions of this Agreement. In addition, FIND may require a review of the relevant sections of any agreement between XYZ and the Third Party in question, solely to ensure compliance with this Article [●]. For the sake of clarity, any activity and/or obligation assigned to a Third Party under this Article [●] of this Agreement shall be considered nonetheless as being assigned to XYZ, and XYZ shall be held wholly accountable for the fulfilment of such activity/obligation, and any failure by the Third Party to execute their obligations shall be considered the full and direct responsibility of XYZ.

3. GLOBAL ACCESS AND GENERAL PRODUCT SUPPLY CONDITIONS

General. Each Party recognizes the requirements in accordance with Global Access to ensure that any product arising from the Agreement will be made accessible and affordable to people living in

LMICs. Both Parties will take all reasonable and diligent actions necessary, within their scope and freedom to operate, that any product arising from the Agreement will be made available broadly in a manner that meets their respective Global Access requirements, including but not limited to; a) provide access to the product on an affordable basis, including required in-country registrations as agreed with FIND, and local service and support. In addition, the Parties subscribe to the concept and implementation of Global Access as set out under the FIND policy at www.finddx.org/policies whereby, subject to the terms and conditions of this Agreement, specified results or data, generated pursuant to this Agreement shall be made broadly and publicly available to any and all entities including any Public Sector bodies, as well as for-profit and not-for-profit organizations, and research centres working in healthcare in, or for, resource-limited settings.

4. RECORDS

XYZ and FIND shall maintain records in sufficient detail and in good scientific manner and as appropriate for patent purposes, and in compliance with applicable laws and regulations, as properly reflects all work done and results achieved in the performance of the Agreement. Such records shall include books, records, reports, notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, computer information storage means, samples of materials and other graphic or written data generated in connection with the Agreement.

5. INDEMNIFICATION

XYZ will be responsible for the manner in which all activities performed under or as a result of this Agreement are carried out and will indemnify and hold harmless FIND for any and all claims and liabilities (including legal fees and costs) arising or resulting from such activities carried out by XYZ, its employees, authorized agents and subcontractors.

6. AUDITS, REVIEWS, OPERATIONAL AND TECHNICAL EVALUATIONS

FIND and/or other parties designated by FIND, may conduct or commission financial audits, reviews, or operational or technical evaluations of activities, documents or records relating the Agreement (the "Ad-hoc Audit") at any time during the lifetime of this Agreement and for a period of three (3) years following termination or expiry of this Agreement, not exceeding two (2) times per year. Such Ad-hoc Audits shall be conducted during regular business hours and upon reasonable notice to XYZ. The costs of such Ad-hoc Audits will be covered by FIND. This may include the facilitation of visits to relevant sites to review the progress made in the provision of the services and the achievement of its objectives.

For the purposes of any Ad-hoc Audit, XYZ shall maintain accurate, readily accessible operational information and documentation on the progress made in the implementation of this Agreement. XYZ shall make such operational information and documentation available at a reasonable request from FIND and shall provide the requested information, together with clarifications and satisfactory explanations to queries, in a timely manner. A copy of the final Ad-hoc Audit report will be provided to XYZ.

Environmental regulations. In addition to operational, project management and financial aspects, FIND or its donors may require an assessment of the potential impact of the investments under this Agreement with a particular focus on environmental regulations such as those governing the control

of potential pollution and management of natural resources. Prior to the commencement of any such evaluation, FIND shall indicate any supplementary information that may be required for the purposes of such evaluation.

7. CONFIDENTIALITY AND DATA PRIVACY

General. Each Party agrees to hold in confidence and not disclose or transfer in any manner any Confidential Information received from the other Party under this Agreement, except that Confidential Information may be disclosed which: (i) was in a Party's possession or control prior to the date of disclosure; (ii) was in the public domain or enters into the public domain through no improper act on any Party's part or on the part of any of a Party's employees; or (iii) is rightfully given to from sources independent of the Party in question.

Disclosure by Law. In the event the receiving Party is required by judicial or administrative process to disclose Confidential Information, it shall promptly notify the disclosing Party thereof so that the disclosing Party may seek to oppose such process or reduce the scope of such disclosure.

Terms of the Agreement. No Party shall disclose any terms or conditions of this Agreement to any Third Party other than non-confidential details which refer to the existence and general type of agreement, without the prior consent of the other Parties; provided, however, that a Party may disclose the terms or conditions of this Agreement, (i) on a need-to-know basis to its legal and financial advisors to the extent such disclosure is reasonably necessary, (ii) to a Third Party in connection with (a) a merger, consolidation or similar transaction by such Party, or (b) the sale of all or substantially all of the assets of such Party or (iii) as otherwise required by law. FIND will be entitled to share this Agreement with its donors and FIND shall request its donors to treat such information as confidential.

Term of Confidentiality. These confidentiality obligations shall survive the expiration or termination of this Agreement and will expire five (5) years after such termination or expiration.

Effect of Termination. Upon request made by the disclosing Party, following termination or expiration of this Agreement, the receiving Party shall return all Confidential Information received except that the receiving Party may retain in its confidential files one copy of written Information for record purposes only.

Personal Data Privacy. The Parties shall comply with applicable data protection legislation including the EU Regulation 2016/679, including any future amendment, and the UK Data Protection Act 2018, including any future amendment, and relevant international regulations, and any and all Personal Data shall not be disclosed between the Parties. For the sake of clarity, "Personal Data" means any information relating to an identified or identifiable natural person (or "Data Subject"), in particular an identifier such as a name, an identification number, location data, or an online identifier and/or medical data such as found in a personal medical record, held by a medical practitioner or a clinical facility. The duration of confidentiality of Personal Data shall be without a time limit unless otherwise agreed between the Data Subject and the affected Party in writing.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

For the purpose of this Agreement, the Parties hereto are independent contractors, and nothing contained in this Agreement shall be construed to place any of the Parties in the relationship of

partners, principal and agent, employer/employee or joint venture. No Party shall have the power nor the right to bind or obligate another Party, and no Party shall hold itself out as having such authority.

9. COMPLIANCE WITH FIND POLICIES

Code of Conduct and Ethics: FIND has established a Code of Conduct and Ethics (the "Code") as set forth on the FIND website at https://www.finddx.org/policies. By executing this Agreement, XYZ acknowledges it has read and understood the contents of the Code, has informed the appropriate personnel of the Code's existence, and agrees to abide with the Code terms and conditions, or warrants that it has its own code of conduct which is substantially equivalent and that such own code of conduct is currently applied to XYZ.

Anti-Terrorism: XYZ will not participate, directly or indirectly, in support of activities (a) related to terrorism; (b) with persons or entities that appear on the United Nations Security Council Consolidated List; or the sanctions list of donor countries including the UK, The Netherlands, Germany, USA, Canada and Australia; (c) with countries or territories against which the UN maintains comprehensive sanctions, under applicable law unless specifically approved by FIND in writing, at FIND's sole discretion.

Anti-Corruption & Anti-Bribery: XYZ will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision by FIND, including by assisting any party to secure an improper advantage.

Political Activity & Advocacy: XYZ may not use funds to influence the outcome of any election for public office in any country, or to carry on any voter registration drive.

Child Safeguarding: XYZ is committed to comply with all relevant local law on child rights and welfare in order to provide what is in "best interest of the child", including employment laws that apply to children and shall not use any funds under this Agreement to support the contrary.

Anti-Trafficking: XYZ is committed to comply with all relevant local, national and international laws and regulations to prevent and fight against "Trafficking in Persons" including, but not limited to, the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime.

Specific warranty regarding tobacco and arms. XYZ has, and currently has not had during the past four (4) years, any relations or linkages, with the tobacco or arms industry, or any subsidiary of a tobacco or arms company or commercial entity involved with the manufacture, sale, or distribution of tobacco/arms or tobacco/arms products, including, but not limited to, financial interests, controlling interests, or commercial relations resulting in licensing agreements, programmes, initiatives, research, or projects funded by the tobacco/arms industry, jointly administered with tobacco/arms-affiliated entities, or done for the tobacco/arms industry.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

The Parties hereto undertake to settle any dispute concerning the validity, interpretation, and/or performance of this Agreement in an amicable manner. To the extent practical, the Parties shall

continue to work under the Agreement pending the final outcome of any dispute. If the Parties fail to resolve such dispute, controversy or difference through good faith negotiations, any dispute, controversy, or claim arising under, out of, or relating to this Agreement or any task and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the International Chamber of Commerce Mediation Rules. The commencement of proceedings under the ICC Mediation Rules shall not prevent any disputing party from commencing arbitration in accordance with the following paragraph. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the ICC by one or more arbitrators appointed in accordance with the said Rules. The number of arbitrators shall be three (3). The place of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English.