

DISTRIBUTION AGREEMENT
FOR
LONG-LASTING INSECTICIDAL NETS
(LLINs)

Dated [enter date] 2008

THE AGAINST MALARIA FOUNDATION

(“AMF”)

AND

[ORGANISATION NAME IN FULL]

(“[Organisation name]”)

This agreement ("**Agreement**") is entered into by way of a deed on [enter date] 2008

BETWEEN:

- (1) **THE AGAINST MALARIA FOUNDATION** (registered charity no 1105319, registered company number 05175899) of 9 Cheapside, London EC2V 6AD (**AMF**); and
- (2) **[ORGANISATION NAME IN FULL]** [an international humanitarian organization] located at **[enter address]** ('**Organisation name**')

each a Party and together the Parties.

WHEREAS:

- (A) **AMF** is a registered charity involved in, amongst other things, the raising and provision of funds for the prevention and treatment of malaria.
- (B) **[Organisation name]** is involved in mosquito net distribution programmes as part of its global humanitarian activities.
- (C) The Parties wish to collaborate in accordance with the terms of this Agreement to ensure the LLINs (as defined below) purchased by **AMF** and delivered to **[Organisation name]** for distribution are successfully and verifiably distributed.

1. INTERPRETATION

1.1 In this Agreement:

LLINs means long-lasting insecticidal (mosquito) nets.

Distribution Programme means a programme by which LLINs are distributed.

Programme Document means a separate document (substantially in the form of Schedule A) completed by **[Organisation name]** for each Distribution Programme

Agreed Programme List means a list of Distribution Programmes for which **AMF** will fund the LLINs and **[Organisation name]** will carry out the distribution. An Agreed Programme List will include the following information for each Distribution Programme: the country and location of distribution; the number of LLINs to be distributed; the date the LLINs will be distributed and an end date for each distribution.

1.2 Any reference to the singular includes a reference to the plural and vice versa.

1.3 The headings in this Agreement are for ease of reference only and do not affect its interpretation.

2. LLIN DISTRIBUTION PROGRAMMES

2.1 **AMF** will purchase the LLINs for use in the Distribution Programmes. **AMF** shall liaise with **[Organisation name]** before supplying the LLINs to ensure that the LLINs meet any applicable requirements or specifications. **AMF** warrants that the LLINs to be provided in accordance with this Agreement are fit for their intended use, compliant with specifications and applicable standards, and free from defects in workmanship or materials. **AMF** fully indemnifies **[Organisation name]** against any claims resulting therefrom.

- 2.2 The Distribution Programmes are listed in an Agreed Programme List, annexed to this Agreement.
- 2.3 **[Organisation name]** undertakes to use its best endeavours to ensure that all Distribution Programmes, for which all or part of the LLINs are funded by **AMF**, are successfully completed in accordance with the terms of this Agreement.
- 2.4 All costs associated with the Distribution Programmes (other than the purchase costs of the LLINs) will be paid by **[Organisation name]**. For the avoidance of doubt such costs include inbound logistics costs of the LLINs to the country of distribution, whether by airfreight or ocean freight, in-country distribution costs to the relevant towns and/or villages, pre-distribution assessments, post-distribution follow-up and any other costs associated with the distribution programmes.

3. DISTRIBUTION PROGRAMME INFORMATION

3.1 Programme Documents

- (a) A Programme Document relating to each Distribution Programme will be provided by **[Organisation name]** to **AMF** before signing of this Agreement.
- (b) All Programme Documents should be sent by email to Rob Mather (RMATHER@BTINTERNET.COM).

3.2 Information relating to Distribution Status:

- (a) The status of distribution of the LLINs shall be recorded as being one of the following:
- (i) being manufactured;
 - (ii) ready at factory;
 - (iii) en-route to country of distribution;
 - (iv) in country of distribution;
 - (v) en-route to distribution zone;
 - (vi) being distributed; or
 - (vii) distribution complete.
- (b) The distribution status information for (i) and (ii) above will be provided by **AMF** and for (iii) - (vii) above by **[Organisation name]**. **[Organisation name]** will ensure that **AMF** are made aware by email of any change in the distribution status of the LLINs within 7 days of such change.
- (c) All information from **[Organisation name]** should be sent by email to Andrew Garner (AGAINSTMALARIA@GMAIL.COM) and copied to Rob Mather (RMATHER@BTINTERNET.COM).
- (d) All information from **AMF** to **[Organisation name]** should be sent by email to **[enter name, email address]**.

3.3 Post-Distribution Summary Report:

- (a) A one page report per Distribution Programme including, but not limited to the following information:

- (i) the number of nets delivered;
 - (ii) how the distribution was carried out (e.g. in a single distribution effort or via hand outs to pregnant women at a clinic etc);
 - (iii) other elements included in the Distribution Programme (e.g. details of other distributions carried out at the same time such as relating to measles/vitamin A distribution); and
 - (iv) planned follow up (e.g. checks on hanging of bednets, malaria incidence rates follow up).
- (b) The Post-Distribution Summary Report shall be provided within 1 (one) month of the completion of the relevant Distribution Programme.
- (c) The Post-Distribution Summary Report should be sent by email to Rob Mather (RMATHER@BTINTERNET.COM).
- 3.4 **[Organisation name]** acknowledges that such information provided to **AMF** by way of clauses 3.1-3.3 above will be made available to the public by way of **AMF**'s website.

4. PHOTOGRAPHS AND VIDEO FOOTAGE

4.1 Photographs

- (a) **[Organisation name]** will provide **AMF** with at least forty photographs per Distribution Programme sub-location, electronically via email or by way of CD/DVD and post, for inclusion on the **AMF** website. The photographs should together portray key aspects of the distribution of the LLINs with emphasis placed on photographs showing people receiving, installing and standing alongside installed LLINs. The sub-locations will be identified and agreed at the time of approval of the Distribution Proposal.
- (b) In the situation where **[Organisation name]** owns the copyright in the photographs it grants **AMF** a royalty free, irrevocable worldwide licence to use the photographs in any way it chooses, whether on its' website or otherwise.
- (c) Photographs should be in digital format and be at least 1 megapixel in size.
- (d) The photographs shall be provided within 3 (three) weeks of the completion of the relevant Distribution Programme and all costs associated with the provision of such photographs to **AMF** will be paid by **[Organisation name]**.
- (e) The photographs should be sent by email to Andrew Garner (AGAINSTMALARIA@GMAIL.COM) and copied to Rob Mather (RMATHER@BTINTERNET.COM).

4.2 Video footage

- (a) **[Organisation name]** will provide **AMF** with at least 5 (five) minutes of video footage per Distribution Programme sub-location, electronically via email or by way of cd/dvd and post, for inclusion on the **AMF** website. The video footage should portray key aspects of the distribution of the LLINs with emphasis placed on video footage showing people receiving, installing and standing alongside installed LLINs. The sub-locations will be identified and agreed at the time of approval of the Distribution Proposal.

- (b) In the situation where **[Organisation name]** owns the copyright in the video footage it grants **AMF** a royalty free, irrevocable worldwide licence to use the video footage in any way it chooses, whether on its' website or otherwise.
- (c) All video footage should be in digital format.
- (d) The video footage shall be provided within 3 (three) weeks of the completion of the relevant Distribution Programme and all costs associated with the provision of such video footage to **AMF** will be paid by **[Organisation name]**.
- (e) If sent by email the video footage should be emailed to Andrew Garner (AGAINSTMALARIA@GMAIL.COM) and copied to Rob Mather (RMATHER@BTINTERNET.COM).
- (f) If sent by post the video footage should be sent by recorded delivery to Robert Mather – address supplied on application.

5. **THIRD PARTY INVOLVEMENT IN DISTRIBUTION PROGRAMMES**

This Agreement is between **[Organisation name]** and **AMF**. If **[Organisation name]** wishes to involve other partners in carrying out Distribution Programmes this must first be agreed in writing by **AMF**. **[Organisation name]** must ensure that all Distribution Programmes are run by reputable organisations and **AMF** reserves the right to object to the use of any organisation it does not believe adequately meets these criteria.

6. **PUBLICITY**

- 6.1 Within 21 days of the date of this Agreement **AMF** will add to its website (www.AgainstMalaria.com) a section (the contents of which shall be agreed between the Parties in advance) detailing the involvement of **[Organisation name]** with respect to the Distribution Programmes.
- 6.2 Within 14 days of the date of this Agreement **[Organisation name]** will issue a press release to announce the cooperation between the Parties. The Parties agree that the contents of the press release shall be agreed between the Parties in advance and shall include wording the same as or similar to the following:

"The partnership between Against Malaria and **[Organisation name]** has Against Malaria funds being used exclusively for the purchase of long-lasting insecticidal nets for a number of previously unfunded Distribution Programmes and **[Organisation name]** is contributing all other costs associated with those programmes to ensure delivery and installation of the mosquito nets."

7. **TERM**

This Agreement will continue in force for at least 12 months after which it shall continue in force until it is terminated by either party in accordance with the provisions of clause 9.

8. **INTELLECTUAL PROPERTY RIGHTS**

Each Party will retain ownership of all Intellectual Property Rights that it owned prior to the commencement of the relationship.

9. TERMINATION

- 9.1 **AMF** may terminate this Agreement or any individual Distribution Programme immediately on written notice to **[Organisation name]**, if **[Organisation name]** is unable to meet its obligations under this Agreement relating to any Distribution Programme. Such failure includes, but is not limited to:
- (a) a delay of 45 days in completing a Distribution Programme within the agreed timescales, where that delay is the fault of **[Organisation name]**; and
 - (b) more than 3% of the LLINs in a Distribution Programme not being distributed due to misplacement, loss or theft at whatever stage in the distribution process after **[Organisation name]** has assumed responsibility for the LLINs.
- 9.2 **[Organisation name]** will notify **AMF** immediately upon becoming aware of any reason why the distribution to be carried out under a Distribution Programme may be delayed and **[Organisation name]** will provide **AMF** with a written explanation of why the delay has occurred and outline what steps, if any, they are proposing to ensure completion of the relevant Distribution Programme.
- 9.3 Should **AMF** not agree with the proposed steps suggested by **[Organisation name]** for completion of the relevant Distribution Programme or should the new agreed distribution end date not be met, then **AMF** shall be entitled to terminate this Agreement immediately in accordance with clause 9.1 and **[Organisation name]** shall return all the LLIN's supplied by **AMF** within 30 days of termination of the notification of termination of the Agreement by **AMF**. If it is not possible for the LLIN's to be returned to **AMF** within this 30 day period then **[Organisation name]** shall reimburse **AMF** the amount paid for the LLINs within 14 days of the end of the 30 day period.
- 9.4 With respect to clause 9.2 above, should the completion of the relevant Distribution Programme occur within 30 days of the previously agreed distribution end date, or if **AMF** agrees to an alternative distribution end date, the distribution will continue to completion as proposed.
- 9.5 Should **either party** become aware of any breach of the Agreement, it will notify the other party in writing, (which includes by email) that it considers a breach to have occurred. The party receiving such notice will provide the party giving notice with a formal written explanation of why the breach has occurred and outline what steps, if any, they are proposing to remedy the situation.
- 9.6 Either party may terminate this Agreement with immediate effect by giving notice in writing to the other on or after the happening of any of the following events:
- (a) where the other has committed a material breach of the provisions of this Agreement which is incapable of remedy, or which has not been remedied within 14 days of receiving written notice of breach from the other party; or
 - (b) by giving the other party 90 days written notice of termination
 - (c) with immediate effect if either party is the subject of any publicity which, in the reasonable opinion of the other party, may be detrimental to the other party.
- 9.7 Consequences of Termination
- (a) The expiration or earlier termination of this Agreement shall not affect such of its provisions that are expressed to operate or have effect afterwards or any right of action already accrued to either Party in respect of any breach of this Agreement by the other Party.

- (b) Each Party shall, at the other's request, return all Confidential Information and/or destroy all copies of Confidential Information belonging to the other in accordance with clause 10.

10. CONFIDENTIALITY

Neither party will disclose any confidential information relating to the other obtained in connection with this agreement. The parties shall procure that any confidential information relating to the other party held by it shall be kept confidential and where reasonably practicable, destroyed or returned to the other. This clause shall not prevent disclosure of confidential information to the extent required by law or regulation or which becomes public other than through breach of these confidentiality undertakings.

11. FORCE MAJEURE

- 11.1 Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least ninety (90) days, the party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing to the other.

12. GENERAL

- 12.1 The Parties agree not to say or do or cause anything to be said or done which will in the reasonable opinion of the other Party bring either Party to this Agreement into disrepute.
- 12.2 This Agreement may be executed in any number of counterparts, all of which, taken together shall constitute one and the same agreement, and either Party (including any duly authorised representative of a Party) may enter into this Agreement by executing a counterpart.
- 12.3 Each Party shall pay its own costs and expenses of entering into this Agreement.
- 12.4 AMF shall be considered as having the legal status of an independent contractor vis-à-vis **[Organisation name]**. AMF, its employees, servants, agents, and sub-contractors shall not be considered in any respect as being the employees of **[Organisation name]**. AMF shall be fully and exclusively responsible for all work and services performed by its employees, servants, agents and sub-contractors and for all their acts and omissions
- 12.5 Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any privilege or immunity which **[Organisation name]** may enjoy, whether pursuant to existing conventions or agreements, or any other convention or agreement that may come into force.

13. WHOLE AGREEMENT

This Agreement contains the whole agreement between the Parties and supersedes any arrangement understanding or previous agreement between them relating to the subject matter covered by this Agreement.

14. ASSIGNMENT

Neither Party will assign, transfer, mortgage or charge any of its rights, duties or obligations under this Agreement without the prior written consent of the other.

15. SEVERANCE

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, that whole or part shall be severed and the validity or enforceability of the remainder of this Agreement shall not be affected and shall remain in full force and effect.

16. THIRD PARTY RIGHTS

A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

17. JURISDICTION AND GOVERNING LAW

17.1 This Agreement is governed by English law.

17.2 Any claim or controversy arising out of this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration to the exclusion of national jurisdiction. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such claim or controversy. The place of arbitration shall be London, and the arbitration shall be conducted in English.

IN WITNESS of which this Agreement has been executed as a deed and has been delivered on the date which first appears on page 1.

SIGNED as a deed by:

SIGNED as a deed by:

Robert Mather

[enter name]

[enter position]

For and on behalf of
**THE AGAINST MALARIA
FOUNDATION**

For and on behalf of
[Organisation name]

Questions relating to this Agreement should be directed to:

Robert Mather
Against Malaria Foundation
c/o PricewaterhouseCoopers
10 Bricket Road
St Albans AL1 3JX
UK
Tel: +44 (20) 7371 8735
Fax: +44 (20) 7371 8745
Mob: +44 7711 263 725

Name

[Organisation name]

Address

Address

Address

Country

Tel: +

Fax: +

Mob: +

Email: rmather@btinternet.com

Email:

SCHEDULE A - PROGRAMME DOCUMENT

Against Malaria Foundation



LLIN Distribution Proposal Form

A. Summary

| # of LLINs | Country | Location | When | By Whom |
|------------|--------------|--------------|----------------|----------------|
| e.g. 3,000 | e.g. Namibia | e.g. Caprivi | e.g. Apr-May06 | e.g. Red Cross |

B. Further Information

INSTRUCTIONS PLEASE ADD INFORMATION IN THE BLUE BOXES. THE SPACE SHOWN IS A GUIDE ONLY. BOXES WILL EXPAND AS YOU TYPE TO FILL 3, 4 OR MORE PAGES AS APPROPRIATE. PLEASE ENSURE YOU PROVIDE ANSWERS TO THE SPECIFIC QUESTIONS ASKED. WE DO NOT EXPECT LENGTHY ANSWERS. PLEASE EMAIL RESPONSES TO ROB MATHER AT RMATHER@BTINTERNET.COM THANK YOU!

1. Please describe the specific **locations & villages** to receive nets and the number to each?

Please provide longitude/latitude information.

Important note: If the distribution is approved, approval will be for the nets to be distributed to these specific locations. Location changes will only be considered, and may be refused, if due to exceptional/unforeseen circumstances.

2. Is this an **urban or rural** area and how many people live in this specific area?

3. Is this a **high risk malaria area** for this country? If yes, why do you designate it as high?

4. How many **reported cases of malaria** and **malaria deaths** were there in this area in 2005 or 2006? If you do not have statistics please make a qualitative comment.

5. Is this distribution of nets **'blanket coverage'** of an area/village **or to a select/vulnerable group**? If the latter, please describe this group.

6. What is the **existing level of ITN use** in this area? Are there **existing bednet distribution programmes** in this area?

7. **Why was the area/villages chosen** for bednet distribution and who made this decision? Please provide the name, position and organisation of the person/s making the decision.

8. Have you **consulted with the National Malaria Programme** in your country about this distribution and what was their response? Please provide the name, position and contact details of the person/s with whom you have liaised.

9. Please describe any [pre-distribution activity](#), in particular how the size of the target group and number of nets required will be ascertained?

10. Please describe [how the bednets will be distributed](#), by whom, whether distribution will be a focussed effort or part of a combined programme and if there will be an information/education component to the distribution? Please indicate over what time period (typically, the number of days or weeks) the distribution will occur.

11. What [post-distribution follow-up](#) is planned to assess the level of usage (hang-up percentage) of the nets? How long after the distribution will this assessment take place? Will you provide us with the findings? What will you be able to do subsequently to increase net hang-up if relevant?

12. Please give the name and contact information for the (government) head of the [district health management team](#) for the/each area. Please ensure you include contact information.

13. Please confirm the nets will be distributed [free-to-recipients](#), a requirement for us to fund nets.

14. Please confirm you will send us, post-distribution, at least [40 digital photos per sub-location](#), taken at the distribution/s, to be added to our website as we report on the distribution to donors.*

15. Please indicate if you will be able to provide [video footage](#) from each sub-location. This is not mandatory but is preferred and aids reporting to donors and encourages further donor giving.*

16. Please confirm you will send a [Post-Distribution Summary](#) when the distribution is complete.*

17. Please provide your name, role and organisation and [full contact information](#).

*Information on the provision of photos, video and a Post-distribution Summary is included in the attached document.

Ends—

Agreed Distribution List

The following Distribution Programmes are agreed between AMF and **[Organisation name]** as per the **DISTRIBUTION AGREEMENT FOR LONG-LASTING INSECTICIDAL NETS (LLINs)** between the two parties.

[List distribution programmes]

These Distribution Programmes are described in detail in the attached Programme Documents.

SIGNED as a deed by:

SIGNED as a deed by:

Robert Mather

For and on behalf of
**THE AGAINST MALARIA
FOUNDATION**

[]
[Position]

For and on behalf of
[Organisation name]