



Investing in our future

**The Global Fund**

To Fight AIDS, Tuberculosis and Malaria

**STRICTLY CONFIDENTIAL**

**DRAFT**

Mr. [ ]  
c/o The Global Fund

[DATE]

Dear [NAME],

Further to the discussions which have taken place regarding the changes in the organizational structure and operational priorities of the Global Fund, which have affected your role in the organization, and in accordance with the relevant HR policies, regulations and procedures of the Global Fund, I hereby confirm that, by mutual agreement, you will be separated from the Global Fund on the following terms:

You have been placed on Special Leave with Pay from [DATE] to [DATE], during which time you have received your full salary and benefits. Your employment with the Global Fund will formally come to an end as of [DATE].

1. Effective from the date of your separation, you will be entitled to the following:
  - i. Lumpsum payment which includes:
    - a. termination indemnities as per HR Regulation 980.16.1 (Annex 2);
    - b. 3 months' base pay in lieu of reassignment;
    - c. 3 months' base pay in lieu of notice;
    - d. An amount equivalent to the contributions the Global Fund would have made to your Provident Fund account for the 6-month period in respect of which you are receiving the lump sum payment, as per paragraph 1(i) (b) and 1 (i) (c) above;
    - e. Health insurance cover from MSH Previnter until 31 December 2012; and
    - f. Education Grant, if applicable, until 31 December 2012.
  - ii. Lump sum payment in respect of each day of accumulated annual leave to your credit as of [DATE] up to a maximum of 60 days, as per HR Regulation 440.4.1.
  - iii. Relocation entitlements for travel, removal, and repatriation, as applicable, at the time of separation.

The salary, allowances and entitlements for the period up to the date of your separation are set out in Annex A, which shall be an integral part of this agreement.

2. All benefits will cease as of the date of your separation, including health insurance and contributions to the Global Fund Provident Fund.

- i. If you wish to extend your health insurance coverage after your separation from the organization, you may contact MSH Previnter directly. Please note that you can only extend your health insurance cover if you meet certain rules and conditions. This cover can be extended for up to 12 months.
  - ii. Any payments by, or related to, the Global Fund Provident Fund shall become due as of the date of your separation, or as soon as possible upon receipt of your Provident Fund payment form.
3. You will be expected to have returned all Global Fund property and identification documents, including the Carte de Legitimation issued to you and any eligible dependents, prior to your separation from the organization.
4. As of the date of separation, you will no longer benefit from Global Fund privileges and immunities.
5. You will not be permitted to work for the Global Fund under any type of contractual arrangement for a period of five years following your separation from service.
6. By signing this agreement the parties agree as follows:
  - i. The Global Fund agrees and undertakes, for an unlimited period of time after the date of this Agreement, not to, directly or indirectly, make any public and private statements disparaging you.
  - ii. You certify that you have not filed and irrevocably agree that you will not file, assert or pursue, in any forum, any appeals or claims against the Global Fund or against any directors, officers or staff members (both former and current) of the Global Fund arising directly or indirectly from any decision, action or event taken or occurring during the period of your employment with the Global Fund, or for any other reason.
  - iii. Subject to Paragraph 11 below, the Global Fund confirms that the organization will not pursue any form of legal action against you in respect of matters relating to your employment with the Global Fund.
  - iv. You further agree and undertake, for an unlimited period of time after the date of this Agreement not to, directly or indirectly, (x) make any public and private statements disparaging the Global Fund and/or any of its current and former staff members, officers or members of the Board the Global Fund; and (y) make any statements at all concerning the Global Fund or the terms of this letter agreement to the media, including but not limited to print media (newspapers, newsmagazines), broadcast news (radio and television), online journalism and email newsletters.
  - v. It is understood, however, that these restrictions on the pursuit of legal action will not apply to any dispute relating to the honoring of payment obligations under the terms of this agreement. In such event, you will be entitled to bring a claim for non-payment only to the ILOAT, provided you do so within 3 months of the alleged failure to honor the agreement. Furthermore, this agreement settles any and all claims between you and the Global Fund and any personnel (both former and current) of the Global Fund.

7. There is mutual agreement between the parties regarding the terms and conditions defined above and that they are not appealable under the provisions of HR Regulation 800 - Grievance and Appeal.
8. The individuals signing this agreement agree to keep the settlement and the fact of the settlement confidential (except as may be disclosed to the parties' legal and financial advisors).
9. You will not disclose to any other person or entity any confidential or proprietary information which you acquired as an employee of the Global Fund, or use such information in any manner that is detrimental to the interest of the Global Fund.
10. The agreement is based on full and final settlement of any and all contractual and/or statutory claims that you could bring against the Global Fund, including claims for personal injuries arising out of employment with the organization.
11. In the event of breach by you of any clause in this agreement, the Global Fund reserves the right to bring such legal action or other form of remedy as it may be entitled to under law or in equity.
12. The normal clearance process will begin as soon as possible, as referred to in Annex A.
13. The Global Fund will provide you with a statement confirming the duration of your employment with the Global Fund.

Yours sincerely,

I would be grateful if you would confirm your agreement by signing and returning the attached copy of this letter to me.

On behalf of the organization, I would like to thank you for your service and contributions to the Global Fund over the last [XXX] years, and wish you the very best in the future.

Yours sincerely,

---

*Josephine M. Mbithi*  
*Head, Human Resources Department*

I agree to the terms and conditions set out in this letter.

Signature: \_\_\_\_\_  
 [NAME OF STAFF MEMBER]

Date: \_\_\_\_\_

## Annex A

### 1. Separation Lump Sum:

Components of the package ( <i>select as applicable</i> )	CHF
Termination Indemnities as of (SEPARATION) in agreement with HR Regulations (LENGTH OF SERVICE (in years and months) = X months X basic salary)	
Salary in lieu of notice period and of reassignment period	

### 2. Separation Entitlements (if employee concerned is an expatriate and received these benefits on recruitment):

You are entitled to the following provided that following separation you relocate to your recognized country of permanent residence or a location which has a distance greater than 75 kilometres from Geneva.)

- Travel*- You may elect to receive Lump Sum Travel (reimbursed at 75% of the IATA full fare economy class ticket), or Assisted travel.
- Removal Allowance*- You may elect to receive Lump Sum removal (reimbursed at (AMOUNT)), or Assisted removal.
- Repatriation Grant*- You are entitled to 1 month's reference salary for yourself (AMOUNT) and 1 month's reference salary at half rate for family members (AMOUNT) upon proof of repatriation.

### 3. Unused Annual Leave:

Upon confirmation of your leave balance, taking into account any uncertified absence due to sickness days not supported by a medical certificates, any vacation days accrued and not taken up to the date set forth in Paragraph 1 of the letter to which this annex is attached, will be paid.

### 4. Separation Clearance Process:

As per the standard separation clearance process, you will need to complete Clearance Certificates Part 1 and Part 2. Please note that you will need to complete and return the Clearance Certificate Part 1 as soon as possible, and no later than (DATE). Provided Part 1 has been completed and returned to payroll, you will receive 80% of your pay in lieu of notice, less any outstanding balances, with the payroll run following the return of Clearance Certificate Part 1. Delays in completing Clearance Certificate Part 1 may result in delays of final salary payments.

Please return Clearance Certificate Part 2 as soon as possible, and no later than your last day in the office. At this time, you will need to surrender all Global Fund property (including identification documents) as indicated in the Clearance Certificate Part 2, and as noted under point 3 (returning your Carte de Legitimation). Upon successful completion of this step of the process, you will receive the remaining 20% of your pay in lieu of notice, together with any other payments (i.e. paid leave balance), with the payroll run immediately after the return of your certificate.