The Global Fund
To Fight AIDS, Tuberculosis and Malaria

AMENDED AND RESTATED PROGRAM GRANT AGREEMENT

1. Country: GEO-H-NCDC		
2. Principal Recipient Name and Address: National Center for Disease Control and Public Health, 9 Asatiani street, 0186 Tbilisi, Georgia		
3. Program Title: Sustaining and scaling up the existing national responses for implementation of effective HIV/AIDS prevention activities, improving survival rates of people with advanced HIV infection by strengthening treatment and care interventions in Georgia		
4. Grant Number: GEO-H-NCDC	4A. Modification Number: n/a	
5. Grant Starting Date: 1 April 2014	6. Not Applicable	7. Grant Ending Date: 31 December 2015
7A. Condition Precedent Terminal Date: 31 April 2014	7B. Condition Precedent Terminal Date: 1 May 2014	7C. Condition Precedent Terminal Date: n/a
8. Grant Funds: Up to the amount of € 17,581,515 (Seventeen Million, Five Hundred Eighty One Thousand, Five Hundred and Fifteen Euros). Grant Funds as indicated above will be committed by the Global Fund to the Principal Recipient in staggered terms as described in Section F of Annex A of this Agreement.		
9. Program Coverage: HIV / AIDS		
10. Information for Principal Recipient Bank Account into Which Grant Funds Will Be Disbursed Owner of Bank Account: NATIONAL CENTER FOR DISEASE CONTROL AND PUBLIC HEALTH Account Title: NATIONAL CENTER FOR DISEASE CONTROL AND PUBLIC HEALTH Account number: GE65NB0331100001150207 Bank name: NATIONAL BANK OF GEORGIA, TBILISI Bank address:2, SANAPIRO St., TBILISI GEORGIA Bank SWIFT Code: BNLNGE22 Routing instructions for disbursements: DEUTSCHE BUNDESBANK, ZENTRALE FRANKFURT AM MAIN, DE; SWIFT CODE: MARKDEFF; ACC.5040040060		
11. The fiscal year of the Principal Recipient is from 1 January to 31 December		
12. Local Fund Agent: UNOPS 11-13 Chemin des Anémones, 1219 Châtelaine, Geneva, Switzerland Tel: +374 10 51-22-41 Fax: +374 10 51-22-40 Email: arsena@unops.org Attention: Mr Arsen Aslanyan		
13. Name/Address for Notices to Principal Recipient: Irma Khonelidze Deputy Director General, EMPA National Center for Disease Control and Public Health 9, Asatiani str.,0186 Tbilisi, Georgia Tel.: (+995 32) 239 75 52 Fax: (+995 32) 231 17 55 E-mail: ikhonelidze@gmail.com	14. Name/Address for Notices to Global Fund: Nicolas Cantau Regional Manager Eastern Europe and Central Asia The Global Fund to Fight AIDS; Tuberculosis and Malaria Chemin de Blandonnet 8 1214 Vernier, Geneva, Switzerland Tel.: +41 58 791 1700 Fax: +41 58 791 1701	
This Agreement consists of the 3 pages of this face sheet and the following: Recitals, Standard Terms and Conditions, Annex A – Program Implementation Description and the attachments thereto (including the Performance Framework and Summary Budget)		

PROGRAM GRANT AGREEMENT NUMBER GEO-H-NCDC

RECITALS

(a) The Global Fund entered into a Program Grant Agreement with Global Projects Implementation Center, effective as of 29 April 2011, for the Grant Number GEO-H-GPIC (the "Original Grant Agreement"). The Original Grant Agreement was amended by Implementation Letters, dated as of 16 September 2011, 1 October 2012, 3 December 2012, 20 June 2013, 22 August 2013 and 27 November 2013;

(b) On 6 September 2013, the Global Fund Board resolved that the Country Coordinating Mechanism in Georgia shall select a new Principal Recipient to replace Global Projects Implementation Center, the Principal Recipient under the Original Grant Agreement, for Phase 2 of the Original Grant Agreement;

(c) On 6 September 2013, the Global Fund approved the continuation of funding under the proposal that originated the Original Grant Agreement;

(d) On 11 September 2013, the CCM selected the new Principal Recipient, National Center for Disease Control (NCDC), to implement the Phase 2 of the Original Grant Agreement. On 18 December 2013, the Global Fund approved NCDC as the Principal Recipient for the Phase 2 of the Original Grant Agreement;

(e) This Program Grant Agreement continues funding the Program activities originally funded under the Original Grant Agreement;

(f) This Program Grant Agreement sets out the terms and conditions on which the Global Fund will make available Grant funds to the Principal Recipient to implement the HIV/AIDS Program; and

(g) This Program Grant Agreement is comprised of: (i) the face sheet; (ii) these recitals; (iii) the Standard Terms and Conditions attached hereto; (iv) the document entitled "Annex A to the Program Grant Agreement", attached hereto; and (v) the documents entitled "Performance Framework Years 4 and 5: Indicators Targets and Periods Covered" and "Summary Budget Years 4 and 5" attached to Annex A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the parties enter into this Program Grant Agreement pursuant to the terms set forth herein.

15. Signed for the **Principal Recipient** by its Authorized Representative

Date: 30.04.2014 Signature:

Amiran Gamkrelidze
Executive Director, National Center for Disease Control and Public Health

16. Signed for the **Global Fund** by both of its Authorized Representatives listed below

Date: 30/4/2014 Signature:

Mark Eldon-Edington
Division Head, Grant Management

Date: 8 - MAI 2014 Signature:

Sylvie Billion
Treasurer, Deputy Chief Financial Officer

ANNEX A to the PROGRAM GRANT AGREEMENT

Program Implementation Description

Country:	**Georgia**
Program Title:	**Sustaining and scaling up the existing national responses for implementation of effective HIV/AIDS prevention activities, improving survival rates of people with advanced HIV infection by strengthening treatment and care interventions in Georgia**
Grant Number:	**GEO-H-NCDC**
Disease:	**HIV/AIDS**
Principal Recipient:	**National Center for Disease Control and Public Health**

Capitalized terms and acronyms used but not defined in this Annex A or the attachments to this Annex A have the meaning given to them in the Standard Terms and Conditions of this Agreement.

In the event of any conflict between the terms of this Annex A and any provision of the Standard Terms and Conditions of this Agreement, the terms of this Annex A shall prevail.

A. PROGRAM DESCRIPTION

1. Background and Summary:

Georgia is an upper middle income country with a high HIV disease burden. Georgia has a concentrated HIV epidemic with a prevalence rate of 0.2%, a variance between 0.1% - 0.3%, among adults aged 15 to 49 and a demonstrated 13% prevalence among men who have sex with men (MSM) according to the 2012 Integrated Biological-Behavioral Surveillance study (2012 IBBS)[1]. Infection is primarily limited to key populations, men who have sex with men, people who inject drugs, female sex workers (FSW) and prisoners.

Georgia has a high risk and potential of expanding and widespread epidemic. There is extensive injecting drug use and population movement between Georgia and neighboring higher HIV prevalence countries such as Ukraine and Russia. While previously the HIV epidemic in Georgia showed similarities to the epidemics in most Eastern European countries with injecting drug use being the major transmission mode, over the last several years while transmission through injecting drug use is still the prevailing route for HIV

[1] Tsereteli N, Chikovani I, Shengelia N, and Chkhaidze N. HIV risk and prevention behaviour among Men who have Sex with Men in Tbilisi, Georgia, Bio-behavioral surveillance survey in 2012. Tbilisi, Georgia: Curatio International Foundation, Center for Information and Counseling on Reproductive Health – Tanadgoma; February 2013.

spread, it is gradually declining and heterosexual and homosexual transmission is increasing.

HIV prevalence among MSM was 7% in Tbilisi and has since increased to 13%, according to the 2012 IBBS[2]. An aggregate HIV prevalence among injecting drug users measured in five cities in Georgia was 3% in the 2012 IBBS, an increase from 2.4% in 2008[3]. HIV incidence among injecting drug users is estimated to be low despite the low coverage of intervention services. Among FSW, the 2012 IBBS conducted study reported 1.3% HIV prevalence in Tbilisi and 0.8% in Batumi, a decrease in Tbilisi from 1.9% in 2009 and no change in Batumi since 2009[4]. Georgia has the sixth highest rate of incarceration in the world (514/100,000 population). The country had 20,000 prisoners in 2012. Limited data showed a low HIV prevalence among prisoners of 0.3% in 2012, a decrease from 1.4% in 2008 as reported by the IBBS.

As of the end of December 2013, 2,092 people living with HIV (PLHIV) were on treatment. On average, 45% of cases are diagnosed at late stages which affects survival, resulting in relatively high fatality rate of approximately 20%. There is no waiting list for the anti-retroviral treatment (ART) and according to the 2012 data, 85.5% of HIV infected adults and children were still on treatment 12 months after initiation of the ART.

The country has developed a HIV/AIDS National Strategic Plan for 2011-2016 with the goal of stabilizing epidemic growth, primarily within the most-at-risk-populations and improve health outcomes for PLHIV, through improved coordination and strengthened advocacy of the national response. The plan identifies five strategic priority areas identified under the Strategies section below.

The National Center for Disease Control and Public Health (NCDC) will serve as the Principal Recipient of the Grant, having accepted this role from the Global Projects Implementation Center (GPIC), following the Periodic Review of this Grant. The change of the Principal Recipient has not affected the scope or scale of the activities to be performed under the Program, therefore the Global Fund considers this grant agreement as a continuation of the previous grant agreement (GEO-H-GPIC).

2. **Goal:** To reduce transmission of HIV among most-at-risk populations and reduce mortality among PLHIV in Georgia.

3. **Target Group/Beneficiaries:**

- PLHIV and People Personally Affected by HIV/AIDS;
- Injecting drug users;
- Sex Workers, MSM and their clients; and

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[2] *See id.*

[3] Chikovani I, Shengelia N, Chkaidze N, Sirbiladze T, and Tavzarashvili L. HIV risk and prevention behaviours among People Who Inject Drugs in six cities of Georgia Bio-behavioral surveillance survey in Tbilisi, Batumi, Zugdidi, Telavi, Gori, Kutaisi in 2012: Curatio International Foundation, Public Union Bemoni: February *2013*.

[4] Tsereteli N, Chikovani I, Shengelia N, and Chkhaidze N. HIV risk and prevention behaviours among Female Sex Workers in two cities of Georgia, Bio-behavioral surveillance survey in Tbilisi and Batumi, 2012: Curatio International Foundation, Center for Information and Counseling on Reproductive Health – Tanadgoma: February *2013*.

- Pregnant women.

4. **Strategies:**

- To establish environment for HIV/AIDS prevention, treatment, care and support;
- To increase coverage and quality of preventive interventions targeted at most-at-risk populations;
- To sustain treatment, care and support for PLHIV, including the Abkhazia conflict area; and
- To generate program effectiveness data and document HIV program effectiveness.

5. **Planned Activities:**

1. Enhance coordination and advocacy efforts of the national response;
2. Improve quality and scale of preventive interventions – the program envisions a comprehensive set of preventive interventions aimed at preventing HIV spread among most-at-risk-populations including injecting drug users, FSWs, MSM, prisoners and most-at-risk-adolescents;
3. Maintain access to the ART treatment and improve treatment outcomes;
4. Assure adequate care and support for PLHIV – to be achieved through providing psychological assistance, nutritional support and palliative care by adequately trained personnel; and
5. Strengthen health system capacity for effective HIV response.

B. <u>CONDITIONS PRECEDENT TO DISBURSEMENT</u>

1. Conditions Precedent to the First Disbursement (Terminal Date as stated in block 7A of the Face Sheet):

The first disbursement of Grant funds by the Global Fund to the Principal Recipient is subject to:

a) the Principal Recipient entering into temporary arrangements with the existing Sub-recipients carrying out Program activities, under grant number GEO-H-GPIC, until the Principal Recipient submits a request for tender in accordance with the laws of Georgia, and new Sub-recipients are selected through such tender (for the avoidance of doubt, during such temporary arrangements period, the Standard Terms and Conditions of this Agreement shall apply); and

b) delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a letter signed by the Authorized Representative of the Principal Recipient setting forth the name, title and authenticated specimen signature of each person authorized to sign disbursement requests under Article 10 of the Standard Terms and Conditions of this Agreement and, in the event a disbursement request may be signed by more than one person, the conditions under which each may sign.

2. Condition Precedent to the Use of Grant Funds by the Principal Recipient for procurement of health and non-health products (Terminal Date as stated in block 7B of the Face Sheet):

The use of Grant funds by the Principal Recipient for procurement of health and non-health products is subject to delivery by the Principal Recipient to the Global Fund, each in form

and substance satisfactory to the Global Fund, of an Operations Manual (OM) which shall include procedures in respect of Procurement and Supply Management and regular progress updates, and shall address weaknesses identified by the Principal Recipient assessment, including but not limited to the following:

a) Standard Operating Procedures (SOPs) for procurement of health and non-health products; and

b) SOPs for supply chain management (including management information systems, forecasting and quantification, storage and distribution) of health products and pharmaceuticals on a national level (from central level to patient level).

Notwithstanding the foregoing set forth in this Section B(2)(b), prior to the satisfaction of this condition precedent, the Principal Recipient may use Grant funds, with the prior written approval of the Global Fund, for procurement of non-health products.

3. Conditions Precedent to disbursement by the Global Fund to the Principal Recipient or use by the Principal Recipient of Grant funds to finance activities related to Objective 1:

The Global Fund and the Principal Recipient shall agree on the list of activities related to Objective 1

4. Condition Precedent to disbursement by the Global Fund to the Principal Recipient or use by the Principal Recipient of Grant funds for the 2015 budget:

a) No later than 14 August 2014, the Ministry of Labour, Health and Social Affairs shall inform the Global Fund of the HIV treatment protocol that will be used in Georgia during the current implementation period; upon which the Global Fund will determine its ART funding contribution which would be incorporated into the 2015 budget (the Global Fund reserves a right to limit the ART funding to the treatment regimens recommended in the WHO 2013 treatment guidelines).

b) By no later than 30 September 2014, revision by the Principal Recipient of the 2015 budget and Performance Framework targets for key populations, which shall further optimize and incorporate the results of: i) the population size estimates conducted between 1 January to 31 July 2014. and; ii) the Budgeted Sustainability Plan pursuant to Section C(2) of this Annex A

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. No later than 30 June 2014, the CCM shall, or the Principal Recipient shall cause the CCM to, submit a Budgeted Sustainability Plan for the gradual governmental take-over of financing, starting in 2015, for activities supported by this Grant.

2. At its sole discretion, the Global Fund reserves the right to require the Principal Recipient to use the services of a suitably qualified procurement agent for the procurement of a designated list of health products, including pharmaceuticals, for reasons of quality, efficiency, and/or value for money. When invoking this right, the Global Fund will stipulate the list of health products."

D. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 15(b) of the Standard Terms and Conditions of this Agreement entitled "Periodic Reports," the Principal Recipient shall use the "On-going Progress Update and Disbursement Request," available from the Global Fund upon request.

E. ANTICIPATED DISBURSEMENT SCHEDULE

For purposes of Article 10(a) of the Standard Terms and Conditions of this Agreement, the Global Fund shall make disbursement decisions on an annual basis starting from the Grant Starting Date. The Global Fund may elect to transfer the disbursement decision amount to the Principal Recipient through multiple tranches over time, the decision of whether to transfer any funds in a given tranche, and the timing and amount of such tranche, shall be determined by the Global Fund in its sole discretion.

F. THE GLOBAL FUND STAGGERED FUNDING COMMITMENT POLICY

At the time of each annual disbursement and commitment decision by the Global Fund, the Global Fund shall set aside ("commit") funds up to the amount of the annual commitment decision amount, subject to the Standard Terms and Conditions of this Agreement. Grant funds shall be committed in a manner consistent with the Global Fund's discretion and authority as described in Article 10 of the Standard Terms and Conditions of this Agreement, taking into account, among other things, the availability of the Global Fund funding and the reasonable cash flow needs of the Principal Recipient. If a commitment of Grant funds is made, it will be communicated to the Principal Recipient at the time of the annual disbursement and commitment decision through written notice from the Global Fund. The Principal Recipient further acknowledges and agrees that the Global Fund may de-commit Grant funds, in its sole discretion, after the end of the Program Term.

SUMMARY BUDGET Years 4 and 5
(formerly Attachment A)

Please Select Disease component first...

Program Details

Country	Georgia
Grant No.	GEO-H-NCDC
PR	National Center for Disease Control and Public Health
Currency	EURO
Grant Cycle phase	Phase 2

(Please indicate Periods covered by this budget in the cells below, as presented in the Performance Framework)

	Q1	Q2	Q3		Q4	Q5	Q6	Q7	
Period Covered: from	1.04.2014	1.07.2014	1.10.2014		1.01.2015	1.04.2015	1.07.2015	1.10.2015	
Period Covered: to	30.06.2014	30.09.2014	31.12.2014		31.03.2015	30.06.2015	30.09.2015	31.12.2015	

A- SUMMARY BUDGET BREAKDOWN BY EXPENDITURE CATEGORY

#	Category	Year 3 Q1	Year 3 Q2	Year 3 Q3	Total Year 3	Year 4 Q4	Year 4 Q5	Year 4 Q6	Year 4 Q7	Total Year 4	TOTAL Phase 2	%
1	Human Resources	676,498	744,980	738,056	2,159,535	772,646	774,025	772,668	792,331	3,111,670	5,271,204	30%
2	Technical Assistance	57,361	69,509	70,508	197,379	49,778	60,757	46,840	47,378	204,753	402,131	2%
3	Training	56,178	75,109	57,035	188,323	53,268	63,064	51,450	48,903	216,685	405,007	2%
4	Health Products and Health Equipment	1,721,556	178,484	0	1,900,040	650,145	595,820	257,570	242,361	1,745,896	3,645,936	21%
5	Medicines and Pharmaceutical Products	110,262	2,095,492	1,774	2,207,528	174,362	410,014	2,110,127	1,774	2,696,277	4,903,805	28%
6	Procurement and Supply Management Costs	103	396,037	10,103	406,243	126	126	509,897	126	510,274	916,517	5%
7	Infrastructure and Other Equipment	112,634	78,532	15,562	206,728	54,021	51,845	14,022	12,604	132,493	339,221	2%
8	Communication Materials	33,737	17,962	3,379	55,078	46,746	3,428	6,390	2,924	59,488	114,566	1%
9	Monitoring and Evaluation	54,857	56,795	40,833	152,486	48,595	49,400	31,492	21,792	151,279	303,765	2%
10	Living Support to Clients/Target Population	28,477	28,347	28,347	85,172	33,757	33,497	33,497	33,302	134,053	219,226	1%
11	Planning and Administration	8,991	10,306	8,963	28,261	30,161	8,608	8,586	25,669	73,024	101,285	1%
12	Overheads	134,305	138,620	100,168	373,093	241,827	125,152	108,361	110,419	585,760	958,852	5%
13	Other	0	0	0	0					0	0	
	TOTAL*	2,984,962	3,890,173	1,074,729	7,959,864	2,155,432	2,175,734	3,950,900	1,339,584	9,621,651	17,581,515	100%

B. SUMMARY BUDGET BREAKDOWN BY PROGRAM ACTIVITY

#	Macro-category	Objectives	Service Delivery Area**	Year 3 Q1	Year 3 Q2	Year 3 Q3	Total Year 3	Year 4 Q4	Year 4 Q5	Year 4 Q6	Year 4 Q7	Total Year 4	TOTAL Phase 2	%
1	HIV:Supportive Environment	To establish supportive environment for HIV/AIDS prevention, treatment, care and support	Supportive Environment: Policy Development, Stigma Reduction	0	65,023	41,603	106,627	85,482	57,190	46,108	47,864	236,643	343,269	2%
2	HIV:Prevention	To increase coverage and quality of preventive interventions targeted at MARPs	Prevention: BCC - community outreach	1,730,033	667,865	616,544	3,014,442	1,538,895	704,180	670,194	683,695	3,596,965	6,611,407	38%
3	HIV:Treatment	To sustain treatment, care and support for PLHIV including Abkhazia frozen conflict area	Treatment, Care and Support	1,082,600	2,941,918	229,605	4,254,123	261,961	1,235,556	3,104,165	462,049	5,063,730	9,317,853	53%
4	HIV:Health Systems Strengthening (HSS)	To generate evidences and document HIV program effectiveness	HSS: Information system & Operational research	121,285	103,197	77,519	302,002	151,737	80,655	57,614	39,725	329,730	631,732	4%
5	Supportive Environment	PR Management and Administration	Supportive environment: Program management and administration	61,043	112,169	109,458	282,671	117,358	98,154	72,820	106,252	394,584	677,254	4%
			TOTAL*	2,994,962	3,890,173	1,074,729	7,959,864	2,155,432	2,175,734	3,950,900	1,339,584	9,621,651	17,581,515	100%

To add additional rows, right click the row number to the left of the row above the row for TOTAL and select copy, then over the same number, right click again and select Insert Copied Cells. WARNING: Inserting Rows without copying a row as described above will cause the formula in the columns to become invalid and will mean the overall information will be inaccurate.

** For the purposes of this report, the SDA Program management and administration should be included in the Supportive Environment Macro Category.

C. SUMMARY BUDGET BREAKDOWN BY IMPLEMENTING ENTITY *(If known by Grant Signature time)*

#	PR/SR	Name	Type of Implementing Entity	Year 3 Q1	Year 3 Q2	Year 3 Q3	Total Year 3	Year 4 Q4	Year 4 Q5	Year 4 Q6	Year 4 Q7	Total Year 4	TOTAL Phase 2	%
1	SR	TBD	Please Select...	0	64,633	41,603	106,237	85,482	57,190	46,108	47,864	236,643	342,880	2%
2	SR	Georgian Harm Reducation Network	NGO/CBO/Academic	395,580	325,256	320,059	1,040,895	415,589	344,184	354,761	340,761	1,455,297	2,496,191	14%
3	SR	Center of Mental Health and Prevention of Drug Addiction	Other Government	133,657	174,817	171,101	479,574	377,465	188,921	176,468	207,336	950,191	1,429,765	8%
4	SR	Tanadgoma	NGO/CBO/Academic	127,370	124,497	123,074	374,941	147,097	136,083	132,103	134,171	549,454	924,395	5%
5	SR	Infectious Diseases, AIDS and Clinical Immunology Research Center	Other Government	182,034	194,015	189,856	565,905	152,718	554,655	200,533	148,404	1,056,310	1,622,215	9%
6	SR	HIV/AIDS Patients Support Foundation	NGO/CBO/Academic	30,272	40,501	29,749	100,522	77,720	81,841	73,298	71,284	304,143	404,664	2%
7	SR	Curatio International Foundation	Private Sector	103,058	103,197	77,519	283,775	84,529	80,655	57,614	39,725	262,522	546,296	3%
8	PR	National Center for Disease Control and Public Health	Please Select...	2,022,991	2,863,257	121,768	5,008,016	814,831	732,206	2,910,016	350,039	4,807,092	9,815,108	56%
			TOTAL*	2,994,962	3,890,173	1,074,729	7,959,864	2,155,432	2,175,735	3,950,900	1,339,584	9,621,651	17,581,515	100%

To add additional rows, right click the row number to the left of the row above the row for TOTAL and select copy, then over the same number, right click again and select Insert Copied Cells. WARNING: Inserting Rows without copying a row as described above will cause the formula in the columns to become invalid and will mean the overall information will be inaccurate.

* The sum of all three breakdowns should be equal (*A-* Budget Line-item, *B-* Program Activity, *C-* Implementing Entity).

Performance Framework Years 4 and 5: Indicators Targets and Periods Covered

Language: English

Please carefully review the instructions work sheet before completing this template

A. Program details

Country / Applicant:	CCM Georgia
Component:	HIV
Start Year:	2014
Start Month:	April
SSF/grant number:	GEO-H-NCDC

Principal Recipients *(Please select from list or add a new one)*

PR1	National Center for Deasease Control and Public Health
PR2	
PR3	
PR4	
PR5	

Reporting periods	Period 1	Period 2	Period 3	Period 4
Period Covered: from	1-Apr-14	1-Jul-14	1-Jan-15	1-Jul-15
Period Covered: to	30-Jun-14	31-Dec-14	30-Jun-15	31-Dec-15
Due date Progress Update	14-Aug-14	14-Feb-15	14-Aug-15	14-Feb-16
Disbursement Request (Y,N)	N	Y	N	-

	Year 4	Year 5
Audit report due dates	30-Jun-15	30-Jun-16

Due date periodic review	n/a

B. Program goals and impact indicators

Goals:	
1	To reduce transmission of HIV among MARPs and reduce mortality among PLWHIV in Georgia

Linked to goal(s) #	Impact indicator	Baseline value	Baseline Year	Baseline Source	Targets Year 4 2014	Year 4 Report due date	Year 5 2015	Year 5 Report due date	Comments
1	Percentage of men who have sex with men who are living with HIV	13	2012	BSS (Behavioral Surveillance Survey)			15	15-Feb-16	Target is projected based on the Spectrum Analysis results for GARP of 2013. BSS will conducted in 2015. The target is based on SPECTRUM estimation.
1	Percentage of people who inject drugs who are living with HIV	3	2012	BSS (Behavioral Surveillance Survey)	3	15-Feb-15			Target is projected based on the Spectrum Analysis results for GARP of 2013. BSS will conducted in 2014
1	Percentage of sex workers who are living with HIV	1.1	2012	BSS (Behavioral Surveillance Survey)	2.3	15-Feb-15			Target is projected based on the Spectrum Analysis results for GARP of 2013. BSS will conducted in 2014. The target is based on SPECTRUM estimation.
1	AIDS related mortality per 100,000 population	2.4	2012	HMIS	2.3	15-Feb-15	2.2	15-Feb-16	Indicator is calculated using data from the national AIDS Health Information System operated by the National AIDS Center. The system contains most accurate and comprehensive case based information on all reported cases of HIV infection, including number of deaths. Number of population was obtained form the National Statistics Office of Georgia. Best available baseline data is for 2012. Because of know mortality-related reporting delays the value for 2013 will be available in the second half of 2013 and will be reported in 2014

C. Program objectives and outcome indicators

Objectives:	
1	To establish environment for HIV/AIDS prevention, treatment, care and support
2	To increase Coverage and quality of preventive interventions targeted at MARPs
3	To sustain treatment, care and supoprt for PLWHIV including Abkhazia frozen conflict area
4	To generate evidences and document HIV program effectiveness

Linked to goal(s) #	Outcome Indicator	Baseline value	Baseline Year	Baseline Source	Targets Year 1 2014	Year 1 Report due date	Year 2 2015	Year 2 Report due date	Comments
3	Percentage of adults and children with HIV known to be on treatment 12 months after initiation of antiretroviral therapy.	85%	2013	HMIS		15-Feb-15	87%	15-Feb-16	Indicator is calculated using data from the national AIDS Health Information System operated by the National AIDS Center. The system contains most accurate and comprehensive case based information on all reported cases of HIV infection, including survival and ART related data
2	Percentage of men reporting the use of a condom the last time they had anal sex with a male partner	67.3%	2012	BSS (Behavioral Surveillance Survey)			75%	15-Feb-16	BSS will be conducted in 2015 and Population Size Estimation Study will be conducted in 2014
2	Percentage of sex workers reporting the use of a condom with their most recent client	91.10%	2012	BSS (Behavioral Surveillance Survey)	92%	15-Feb-15			BSS and Population Size Estimation Studies will be conducted in 2014
2	Percentage of people who inject drugs reporting the use of sterile injecting equipment the last time they injected	83.5%	2012	BSS (Behavioral Surveillance Survey)	84%	15-Feb-15			BSS and Population Size Estimation Studies will be conducted in 2014

D. Service delivery areas and output/coverage indicators

Objective & Indicator Number	Service Delivery Area	Output/coverage indicator	Final target (from previous implementation period)			Latest available result (or baseline for new indicators)				Targets				Target cumulation	Tied to	Responsible Principal Recipient(s) (comma separated)	Top 10	Comments
			N # / D #	%	Year	N # / D #	%	Year	Source	Period (1) 01/04/2014 - 30/06/2014	Period (2) 01/07/2014 - 31/12/2014	Period (3) 01/01/2015 - 30/06/2015	Period (4) 01/07/2015 - 31/12/2015					
1	Testing and Counseling	Number of MARPs (IDUs, MSM and FSWs) covered with HIV testing and counselling (including provision of results)				9296		2013 (12 months)	Reports (Program Records)	7720	14298	11951	12691	Not cumulative	Current grant	PR1	Top 10	The targets represent number of people reached with VCT during each semi-annual period. The baseline represents the number of VCT sessions conducted in the second half of 2013, since there was no possibility to count people reached with VCT before. P1 includes Q1 coverage as well. Although P1 covers only 3 months, the target (and the actual to be reported) will represent the semi-annual achievement in line with the other targets (this is in-line with the on-going nature of service delivery under the HIV grant). The intended semi-annual targets of the indicator by the MARP groups are as the following: P1: 6500 IDU, 557 FSW and 663 MSM P2: 12620 IDU, 675 FSW and 1003 MSM P3: 9844 IDU, 815 FSW and 1293 MSM P4: 10036 IDU, 1013 FSW and 1642 MSM The baseline represents number of VCT sessions, rather than people reached with VCT.
1.1	Testing and Counseling	Number of prisoners covered with VCT (HIV testing and counselling, including provision of results)				1938		2013	Reports (program recods)	2250	2850	3415	3500	Not cumulative	Current grant	PR1	Top 10	The targets represent number of people reached with VCT during each semi-annual period. The baseline represents the number of VCT sessions conducted in the second half of 2013, since there was no possibility to count people reached with VCT before. P1 includes Q1 coverage as well. Although P1 covers only 3 months, the target (and the actual to be reported) will represent the semi-annual achievement in line with the other targets (this is in line with the on-going nature of service delivery under the HIV grant). The indicator used to be part of the indicator #1 and was suggested as a separate indicator from 2014, thus there is no final target for the previous implementation period. The baseline represents number of VCT sessions, rather than people reached with VCT.
1.2	Testing and Counseling	Proportion of new individuals who test positive for HIV, enrolled in care (pre-ART or ART) services				430 / 490	87.8%	2013	HMIS		445 / 500	89.0%	495 / 550	90.0%	Not cumulative	Current grant	PR1		Numerator: number of newly diagnosed HIV patients who have accessed HIV care/pre-ART, or ART services for the first time during the reporting period. Denominator: Number of new individuals who test positive for HIV during the reporting period The assumptions are based on the current trend of new HIV cases registered in the country
2.1	Key populations	Number and percentage of MSM reached with HIV prevention programmes - defined package of services	250 / 17000	1%	2012	765 / 17000	4.5%	2013	Reports (program records)	945 / 17000	6%	1428 / 17000	8%	1980 / 17000	12%	2515 / 17000	15%	Not cumulative	Current grant	PR1	Top 10	Numerator: Number and of MSM reached by HIV/AIDS prevention programs during the last 6 months. Denominator: Estimated number of MSM in the country The target and the denominator will be revised after the size estimation exersice results are available in 2014. P1 includes Q1 coverage as well. Although P1 covers only 3 months, the target (and the actual to be reported) will represent the semi-annual achievement in line with the other targets (this is in-line with the on-going nature of service delivery under the HIV grant). MSM is considered to be reached with HIV prevention programs if he receives all elements of the minimal package of services during the period (doesn't have to be simultaneously) which include the provision of condoms, lubricants, informational materials and counseling at least once within a 6 month period. Clients' participation in informational events on HIV/AIDS awareness and safe behavior can be regarded as counseling. In addition beneficiaries can also receive other services (HIV, STIs, a referral to another specialists, and others) depending on the client's needs.
2.2	Key populations	Number and percentage of IDUs reached with HIV prevention programmes - defined package of services	7592 / 45000	17%	2012	16,208 / 45000	36.0%	2013 (12 months)	BSS (Behavioral Surveillance Survey)	17,524 / 45000	39%	17,925 / 45000	40%	18,281 / 45000	41%	18,638 / 45000	41%	Not cumulative	Current grant	PR1	Top 10	Numerator: Number and of IDUs reached by HIV/AIDS prevention programs during the last 6 months. Denominator: Estimated number of IDUs in the country P1 includes Q1 coverage as well. Although P1 covers only 3 months, the target (and the actual to be reported) will represent the semi-annual achievement in line with the other targets (this is inline with the on-going nature of service delivery under the HIV grant). IDU is considered to be reached with HIV prevention programs if he/she receives all elements of the minimal package of services during the period (doesn't have to be simultaneously) which include the provision of syringes or needles, condoms, informational materials and counseling at least once within a 6 month period. Clients' participation in informational events on HIV/AIDS awareness and safe behavior can be regarded as counseling. In addition beneficiaries can also receive other services (HIV, STIs, HBV, HCV testing, a referral to another specialists, and others) depending on the client's needs.
2.3	Key populations	Number and percentage of FSWs reached with HIV prevention programmes - defined package of services	292 / 8000	4%	2012	776 / 8000	9.7%	2013	Reports (program records)	1,015 / 8000	13%	1,232 / 8000	15%	1,470 / 8000	18%	1,828 / 8000	23%	Not cumulative	Current grant	PR1	Top 10	Numerator: Number and of FSW reached by HIV/AIDS prevention programs during the last 6 months. Denominator: Estimated number of FSW in the country P1 includes Q1 coverage as well. Although P1 covers only 3 months, the target (and the actual to be reported) will represent the semi-annual achievement in line with the other targets (this is in line with the on-going nature of service delivery under the HIV grant). FSW is considered to be reached with HIV prevention programs if she receives all elements of the minimal package of services during the period (doesn't have to be simultaneously) which include the provision of condoms, informational materials and counseling at least once within a 6 month period. Clients' participation in informational events on HIV/AIDS awareness and safe behavior can be regarded as counseling. In addition beneficiaries can also receive other services (HIV, STIs, HBV, HCV testing, a referral to another specialists, and others) depending on the client's needs.
2.4	Key populations	Percentage of individuals receiving OST who received treatment for at least 6 months	450 / 2850	16%	2012	459 / 2850	16%	2012	Reports (program)	500		650		650		700		Not cumulative	Current grant	PR1	Top 10	Targets represent the number of IDUs on OST at the end of the reporting period. Numerator is basd on the upper limits of GFATM funded OST program's capacities in public sector. The denominator will be included when the poulation size estimation exercise results will become available (in 2014). The denominator will be included when the size estimation exercise results (2014) will become available. Numerator is generated by counting the total number of individuals who have been on treatment for at least 6 months since initiation of OST or medication-assisted treatment (e.g. using methadone or buprenorphine to treat drug dependency) prior to the end of the reporting period.
3	Antiretroviral therapy and monitoring	Number and percentage of eligible adults and children currently receiving antiretroviral therapy	2130 / 4060	52%	2013	2092 / 4060	51.5%	2013	HMIS	2330 / 4570	51.0%	2740 / 4570	60.0%	3000 / 5080	59%	3270 / 5080	64%	Not cumulative	Current grant	PR1	Top 10	Denominator values represent Spectrum derived estimated number of patients eligible for ART based on tretament eligibility criteria of CD4 count <500 cells. For the Denominator of basline value in 2013 it is more correct to use Spectrum estimate based on CD4 count <350 cells criteria, because this criteria was primarily used in 2013. In that case baseline value is 89% (2092/2340), and 51.5% does not reflect actual coverage. However because of maintaining comparability over the entire project period we used the same denominator definition for all values. Denominator values are obtained from last year Spectrum estimation model. The model will be updated for GARP reporting by March 2014 and most likely this update will affect denominator values

D. Service delivery areas and output/coverage indicators

Objective & Indicator Number	Service Delivery Area	Output/coverage Indicator	Final target (from previous implementation period)			Latest available result (or baseline for new indicators)				Targets								Target cumulation	Tied to	Responsible Principal Recipient(s) (comma separated)	Top 10	Comments
										Period (1)		Period (2)		Period (3)		Period (4)						
			N # / D #	%	Year	N # / D #	%	Year	Source	01/04/2014 - 30/06/2014		01/07/2014 - 31/12/2014		01/01/2015 - 30/06/2015		01/07/2015 - 31/12/2015						
3.1	Antiretroviral therapy and monitoring	Percentage of adults and children that initiated ART, with an undetectable viral load at 12 months (<1000 copies/ml)	/	75.0%	2013	101 / 121	83.0%	2013	Specific surveys and research (specify): Eearly Warning Indicators survey				83%				85%	Annually	Current grant	PR1	Not top 10	Numerator: (cohort data) number of people who initiated ART in the 12 months prior to the beginning of the reporting period tested for VL, who have VL suppression (VL <1000 copies). Denominator: (cohort data) Number of people who initiated ART in the 12 months prior to the beginning of the reporting period with a viral load count at 12 month visit. The actual numbers for Nominator and Denominator of the indicator will be provided for the PU/DR.
3.2	Antiretroviral therapy and monitoring	Number of patients with HIV Hep C co-infection receiving Hep C treatment	150 /		2013	152 /		2013	HMIS	NA		150		NA		150		Annually	Current grant	PR1	Not top 10	This activity aims to provide tretament for hepatitis C for all eligible HIV/HCV co-infected patients. Target was estimated based on tight eligibility criteria for initiating HCV therapy. These criteria include patient level factrors, including co-morbid conditions that preclude HCV therapy, HIV disease related factors (CD4 count >350 or stable ART), as well as HCV related factors such as virus genotype, stage of fibrosis and HCV viral load. The targets for this indicator are set annually; nevertheless it will be reported semi-annually. The accumulation is annual, meaning that the reported results will indicate all people who received any course of treatment during the reporting period (half a year or a year).

The Global Fund
To Fight AIDS, Tuberculosis and Malaria

STANDARD TERMS AND CONDITIONS

Article 1. PURPOSE OF AGREEMENT

This Agreement is between The Global Fund to Fight AIDS, Tuberculosis and Malaria, a foundation established under the laws of Switzerland (the "Global Fund") and the Principal Recipient identified in block 2 of the face sheet of this Agreement. This Agreement defines the terms and conditions under which the Global Fund may provide funding to the Principal Recipient to implement the program whose title is set forth in block 3 of the face sheet of this Agreement (the "Program") for the country specified in block 1 of the face sheet of this Agreement (the "Host Country").

Article 2. IMPLEMENTATION OF THE PROGRAM

(a) Program Description and Objectives. The Principal Recipient shall implement the Program as described in the "Program Implementation Description" included as Annex A of this Agreement. The "Performance Framework(s)" attached to Annex A of this Agreement set forth the main objectives of the Program, key indicators, intended results, targets and reporting periods of the Program. Unless otherwise indicated, the targets set forth in the Performance Framework(s) attached to Annex A of this Agreement are cumulative and do not include the baseline values.

(b) Program Budget. The "Summary Budget(s)" attached to Annex A of this Agreement set(s) out approved expenditures for the Program Term. The Principal Recipient shall implement the Program in accordance with the Summary Budget(s). Changes to the Summary Budget(s) shall only be made pursuant to written guidelines provided by the Global Fund or as otherwise authorized in writing by the Global Fund.

Article 3. PROGRAM TERM

The Principal Recipient acknowledges that, as of the effective date of this Agreement (referred to in Article 38 of this Agreement), the Global Fund shall commit funds to the Program under this Agreement, subject to availability of funding, for a period which starts on the Grant Starting Date (indicated in block 5 of the face sheet of this Agreement) and ends on the Grant Ending Date (indicated in block 7 of the face sheet of this Agreement) (hereinafter, the "Program Term").

Article 4. GRANT FUNDS

The Global Fund hereby grants to the Principal Recipient an amount not to exceed that stated in block 8 of the face sheet of this Agreement (the "Grant"), which may be made available to the Principal Recipient under the terms of this Agreement. The Principal Recipient may only use Grant funds for Program activities which occur during the Program Term or as otherwise agreed in writing by the Global Fund.

Article 5. REPRESENTATIONS AND WARRANTIES OF THE PRINCIPAL RECIPIENT

The Principal Recipient represents and warrants to the Global Fund the following as of the effective date of this Agreement:

(a) Legal Capacity. The Principal Recipient is a legal entity validly existing under the laws of the jurisdiction in which it was formed.

(b) Enforceability. This Agreement has been duly executed and delivered by the Principal Recipient and is enforceable against the Principal Recipient in accordance with its terms.

(c) Necessary Power. The Principal Recipient has all the necessary power, authority and legal capacity to: (i) own its assets; (ii) conduct Program activities; and (iii) enter into this Agreement.

(d) Compliance with Laws. The Principal Recipient's activities are operated in compliance with Host Country law and other applicable law, including but not limited to intellectual property law. In addition, the Principal Recipient is generally aware that laws exist that prohibit the provision of resources and support to individuals and organizations associated with terrorism and that the European Union, the U.S. Government and the United Nations Security Council have published lists identifying individuals and organizations considered to be associated with terrorism.

(e) No Claims. There are no claims, investigations or proceedings in progress or pending or threatened against the Principal Recipient which, if determined adversely, would have a material adverse effect on the capacity of Principal Recipient to implement the Program.

(f) Additionality. The Grant is in addition to the resources that the Host Country receives from external and domestic sources to fight the disease indicated in block 9 of the face sheet of this Agreement, or, if applicable, health expenditure (if Health Systems Strengthening is indicated in block 9).

(g) No Double-funding. The targets set for the Program are made possible by the additional funding provided by the Global Fund under this Agreement. The Principal Recipient is not receiving funding from any other source that duplicates the funding provided under this Agreement.

Article 6. COVENANTS OF THE PRINCIPAL RECIPIENT

The Principal Recipient covenants and agrees with the Global Fund the following during the Program Term:

(a) Authority. The person signing documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents.

(b) Notice of Material Events. The Principal Recipient shall immediately provide written notice to the Global Fund of any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Principal Recipient or any Sub-recipient (as described in Article 14 of this Agreement) to implement the Program or perform any of the other obligations under this Agreement.

(c) Conduct of Business. The Principal Recipient shall, and shall ensure that each Sub-recipient shall do all the things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses and permits which may be required to implement Program activities for which they are responsible.

(d) Compliance with Laws. The Principal Recipient shall, and shall ensure that each of its Sub-recipients shall, comply with Host Country law and other applicable law, including but not limited to intellectual property law, when carrying out Program activities.

(e) Additionality. The Principal Recipient shall take all actions available to it to ensure that the representation made in Article 5(f) of this Agreement continues to be valid during the Program Term.

(f) Notification of Additional Funding. The Principal Recipient shall provide written notice to the Global Fund of any additional funding received by the Principal Recipient which may

require an adjustment to the Program in order to meet its obligations under Article 5(g) of this Agreement.

Article 7. COUNTRY COORDINATING MECHANISM

(a) CCM. The parties acknowledge that the Country Coordinating Mechanism ("CCM") coordinates the submission of proposals to the Global Fund from the Host Country, including any request for continued funding beyond the Grant Ending Date ("Request for Continued Funding") and monitors the implementation of both Program activities under this Agreement and other programs financed by the Global Fund in the Host Country, if any.

(b) Cooperation. The Principal Recipient shall cooperate with the CCM and the Global Fund to accomplish the purpose of this Agreement. The Principal Recipient shall be available to meet regularly with the CCM to discuss plans, share information and communicate on matters that relate to the Program. The Principal Recipient shall provide to the CCM, upon request of the CCM, a copy of reports and material information relating to the Program for information purposes. This may include, but is not limited to, Requests for Disbursements, items delivered to fulfill a condition precedent, implementation letters and any amendment to this Agreement. In addition, the Principal Recipient shall assist the CCM in the preparation of any Request for Continued Funding. The Principal Recipient understands that the Global Fund may, in its sole discretion, share information about the Program with the CCM.

Article 8. LOCAL FUND AGENT

(a) LFA. The Global Fund has retained the services of a Local Fund Agent (the "LFA"), as indicated in block 12 of the face sheet of this Agreement, to perform certain functions on behalf of the Global Fund, including:

i. assessment of the capacity of the Principal Recipient to implement the Program and manage Grant funds; and

ii. verification of the Principal Recipient's progress towards the objectives of the Program, use of Grant funds and compliance with the terms and conditions of this Agreement.

(b) Cooperation. The Principal Recipient shall, and shall ensure that Sub-recipients shall, cooperate fully with the LFA to permit the LFA to carry out its functions. To this end, the Principal Recipient shall, among other things:

i. submit all reports, Requests for Disbursement and other communications required under this Agreement to the Global Fund through the LFA;

ii. submit copies of all audit reports to the LFA;

iii. permit the LFA to perform ad hoc site visits at the times decided by the LFA;

iv. permit the LFA to review Program Books and Records, (as described in Article 13 of this Agreement) at the times and places decided by the LFA;

v. permit the LFA to interview its personnel and personnel of Sub-recipients;

vi. cooperate with the LFA to identify additional training and capacity building that the Principal Recipient and Sub-recipients may need to implement the Program; and

vii. cooperate with the LFA in other ways that the Global Fund may specify.

(c) LFA Representative. For purposes of this Agreement, the principal representative of the LFA shall be the person named or acting in the position identified in block 12 of the face sheet of this Agreement. The Global Fund may, in its sole discretion, decide to replace the LFA or designate an alternative principal representative of the LFA and shall inform the Principal Recipient accordingly.

Article 9. MANAGEMENT OF GRANT FUNDS

(a) Use of Funds. The Principal Recipient shall ensure that all Grant funds are prudently managed and shall take all necessary action to ensure that Grant funds are used solely for Program purposes and consistent with the terms of this Agreement. Accordingly, the Principal Recipient shall use its reasonable efforts to ensure that Grant funds are not used by it or by any Sub-recipient to support or promote violence, to aid terrorists or terrorist-related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.

(b) Anti-Money Laundering Requirements. The Principal Recipient acknowledges and agrees that, pursuant to the Global Fund's commitment to prevent money-laundering activities:

i. Any transaction involving the transfer, disbursement, transportation, transmission, or exchange of Grant funds (including wire transfers and currency exchanges) shall be carried out by the Principal Recipient's beneficiary bank into which Grant funds are disbursed, unless another means of transmittal is specifically authorized in writing by the Global Fund prior to carrying out the transaction;

ii. All transactions involving Grant funds that are effected through electronic wire transfer or currency exchange shall be properly recorded;

iii. All currency exchanges involving Grant funds shall be carried out through established and regulated financial institutions;

iv. Currency exchange operations which are not carried out through established and regulated financial institutions shall not be regarded as "program activities" (defined as "activities directly supporting the program"); and

v. The transfer, disbursement, transportation, transmission, or exchange of Grant funds, by any means: (i) to third parties not directly related to the implementation of the Program and this Agreement; or (ii) for activities not directly supporting the Program, is strictly prohibited.

(c) Inclusion of Anti-Money Laundering Requirements in Sub-Recipient Agreements. The Principal Recipient shall include the provisions of Article 9(b) of this Agreement (amended to reflect Sub-recipient status) in all Sub-recipient Agreements, and is responsible for ensuring strict compliance with those provisions by all Sub-recipients.

(d) Remedies and Responsibilities for Violations of Anti-Money Laundering Requirements. The Principal Recipient acknowledges and agrees that:

i. The Global Fund may exercise its right to terminate or apply restrictions to this Agreement upon the occurrence of any transaction involving Grant funds that contravenes the terms of Article 9(b) or 9(c) of this Agreement (any such transaction, an "Unauthorized Transaction"); and

ii. The Principal Recipient shall bear sole responsibility, financial and otherwise, for any losses resulting from Unauthorized Transactions and shall reimburse the

Global Fund for the amount of any losses or gains resulting from Unauthorized Transactions.

Article 10. DISBURSEMENT OF GRANT FUNDS

(a) Disbursements. Notwithstanding the disbursement schedule set out in Annex A to this Agreement, the timing and amount of any disbursements of Grant funds shall be determined by the Global Fund in its sole discretion. In particular, the Global Fund will not make any disbursement of Grant funds unless:

i. the Principal Recipient has submitted to the Global Fund a Request for Disbursement, signed by the person or persons authorized by the Principal Recipient to do so, in form and substance satisfactory to the Global Fund, at a time acceptable to the Global Fund;

ii. the Global Fund has determined in its sole discretion that funds sufficient to make the disbursement are available to the Global Fund for such purpose at the time of the disbursement;

iii. the Principal Recipient has fulfilled, in form and substance satisfactory to the Global Fund, the conditions precedent to such disbursement or special conditions indicated in Annex A, if any, and within the applicable terminal date indicated on the face sheet of this Agreement or other deadlines noted in the special conditions;

iv. the Principal Recipient demonstrates that the amount requested in its Request for Disbursement is based on its reasonable cash flow needs during the period for which the disbursement is requested;

v. the Principal Recipient has provided to the Global Fund all Programmatic Progress reports referred to in Article 15(b) of this Agreement that were due prior to the date of the Request for Disbursement;

vi. the Principal Recipient demonstrates that it has achieved programmatic results consistent with the targets for indicators set forth in the Performance Framework(s) attached to Annex A of this Agreement during the periods set forth therein and explains any reasons for deviation from targets;

vii. following receipt in the country of Health Products procured using Grant funds, the Principal Recipient has reported the prices and other related supply information required to be reported to the Global Fund in accordance with Article 19 of this Agreement, including the Guide (as defined in Article 19 of this Agreement), using the Price Reporting Mechanism available on the website of the Global Fund or other suitable tool that the Global Fund may make available for this purpose; and

viii. the LFA (referenced in Article 8 of this Agreement) verifies the information provided in the Request for Disbursement.

(b) Deadlines. If the conditions precedent or special conditions indicated in the Program Implementation Description have not been met by the applicable terminal date or deadline, or if the Principal Recipient fails to achieve the programmatic targets set forth in this Agreement, during the periods set forth therein, the Global Fund may, at any time, and in its sole discretion, terminate or suspend this Agreement by written notice to the Principal Recipient under Article 26 of this Agreement.

(c) Grant Ending Date. The Global Fund will not authorize disbursement of any Grant funds after the Grant Ending Date unless the parties agree to extend the Program Term (as defined in Article 3 above).

Article 11. BANK ACCOUNTS, INTEREST AND OTHER PROGRAM REVENUES

(a) Bank Account. The Principal Recipient shall ensure that:

i. Grant funds in the possession of the Principal Recipient or Sub-recipients remain, to the extent practicable, in a bank account which bears interest at a reasonable commercial rate available in the Host Country until they are expended for Program purposes;

ii. Grant funds are deposited in a bank that is fully compliant with all applicable local and international banking standards and regulations, including capital adequacy requirements; and

iii. at all times, Grant funds are held in cash and may be withdrawn at any time, in full, upon demand.

(b) Interest. Any interest on Grant funds disbursed by the Global Fund to the Principal Recipient under this Agreement or by the Principal Recipient to Sub-recipients shall be accounted for and used solely for Program purposes.

(c) Revenues. Any revenues earned by the Principal Recipient or Sub-recipients from Program activities, including but not limited to revenues from "social marketing" activities, shall be accounted for and used solely for Program purposes.

Article 12. TAXES AND DUTIES

(a) Free From Taxes. The Principal Recipient is strongly encouraged to ensure that this Agreement and the purchase of any goods or service using Grant funds by the Principal Recipient and any Sub-recipients shall be free from taxes and duties imposed under laws in effect in the Host Country. The Principal Recipient shall, not later than 90 days after the Grant Starting Date, inform the Global Fund of the status of the exemption from taxes and duties that may be accorded to assistance under this Agreement.

(b) Refund of Taxes. If a tax or duty has been levied and paid by the Principal Recipient or Sub-recipient despite the exemption from such tax or duty, the Global Fund may, in its sole discretion, (i) require the Principal Recipient to refund to the Global Fund or to others as the Global Fund may direct the amount of such tax with funds other than those provided under this Agreement; or (ii) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Global Fund and the Principal Recipient.

(c) Resolution of Tax Issues. In the event of a disagreement about the application of an exemption that has been granted by the government of the Host Country, the Global Fund and the Principal Recipient shall endeavor promptly to resolve such matters, guided by the principle that the Grant funds are intended to be free from taxation, so that all of the Grant funds provided by the Global Fund shall contribute directly to the treatment and prevention of disease in the Host Country.

Article 13. AUDITS AND RECORDS

(a) Books and Records of the Principal Recipient. The Principal Recipient shall, and shall ensure that Sub-recipients shall, maintain accounting books, records, documents and other evidence relating to this Agreement, adequate to show, without limitation, all costs incurred and revenues earned by the Principal Recipient for the Program and the overall progress toward completion of the Program ("Program Books and Records"). The Principal Recipient and Sub-recipients shall maintain Program Books and Records in accordance with the generally accepted accounting standards in the Host Country. Program Books and Records must be kept in the possession of the Principal Recipient for at least seven years after the date of last

disbursement under this Agreement, or for such longer period, if any, required to resolve any claims or audit enquiries, or if required to do so by the Global Fund.

(b) Principal Recipient Audits. The Principal Recipient shall have annual financial audits of Program revenues and expenditures conducted by an independent auditor. The first period under audit shall be the first completed fiscal year of the Principal Recipient (as indicated in Block 11 of the face sheet of this Agreement). However, if the end of the first such fiscal year is less than six months after the Grant Starting Date, the first period under audit shall be from the Grant Starting Date until the end of the second such fiscal year.

(c) Independent Auditor. Not later than three months after the Grant Starting Date, the Principal Recipient shall notify the Global Fund of the independent auditor that it has selected to perform the annual audits referred to in paragraph (b) of this Article. The final selection of the independent auditor and its terms of reference shall be subject to the approval of the Global Fund and shall occur not later than six months after the Grant Starting Date.

(d) Sub-recipient Audits. The Principal Recipient shall ensure that annual audits of the revenues and expenditures of each Sub-recipient of Grant funds are carried out. In connection with this requirement, the Principal Recipient shall submit to the Global Fund a plan for such Sub-recipient audits no later than six months after the Grant Starting Date and a copy of all completed Sub-recipient audits. The first period under audit of Sub-recipients shall be not later than the first period of audit applicable under subsection (b) above.

(e) Audit Reports. The Principal Recipient shall provide to the Global Fund an audit report for each audit arranged for by the Principal Recipient or a Sub-recipient in accordance with this Article not later than six months after the period under audit.

(f) Audit by the Global Fund. The Global Fund reserves the right, on its own or through an agent (utilizing Grant funds or other resources available for this purpose) to perform the audits required under this Agreement and/or, to conduct a financial review, forensic audit or evaluation, or to take any other actions that it deems necessary to ensure the accountability of the Principal Recipient and Sub-recipients for Grant funds and to monitor compliance by the Principal Recipient with the terms of this Agreement. The Principal Recipient shall, and shall ensure that its Sub-recipients, cooperate with the Global Fund and its agents in the conduct of such review, audit, evaluation or other action.

(g) Right of Access. The Principal Recipient shall permit, and shall ensure that all third parties permit, authorized representatives of the Global Fund, including the Office of the Inspector General, agents of the Global Fund, and any other third party authorized by the Global Fund, unrestricted access at all times to: (i) Program Books and Records and any other documentation related to the Program held by the Principal Recipient; (ii) the premises of the Principal Recipient and any Sub-recipient where Program Books and Records are kept or Program activities are or have been carried out; (iii) other sites where Program-related documentation is kept or Program activities are or have been carried out; and (iv) all personnel of the Principal Recipient and all Sub-recipients. The Principal Recipient shall ensure that each Sub-recipient agreement it enters into includes the right of unrestricted access contained in this paragraph (g). For the avoidance of doubt, the denial of the right of unrestricted access contained in this paragraph (g), including, but not limited to, the denial of the Office of the Inspector General's right of unrestricted access, shall constitute a breach of this Agreement.

(h) Notification. The Principal Recipient shall notify the Global Fund promptly in writing of any audit or forensic investigation pertaining to operations of the Principal Recipient or of a Sub-recipient.

Article 14. SUB-RECIPIENTS

From time to time, the Principal Recipient may, under this Agreement, provide Grant funds to other entities or make direct payments to third parties on behalf of other entities to carry out Program activities ("Sub-recipients"), provided that the Principal Recipient:

(a) assesses the capacity of each Sub-recipient to implement Program activities and report thereon, makes such assessments available to the Global Fund upon request, and selects each Sub-recipient based on a positive assessment of that Sub-recipient's capacity to carry out the Program activities that are being assigned to it and in a transparent documented manner;

(b) enters into a grant agreement with each Sub-recipient creating obligations of the Sub-recipient to the Principal Recipient that are generally equivalent to those of the Principal Recipient under this Agreement, and which are designed to facilitate the compliance of the Principal Recipient with the terms of this Agreement. Such obligations shall include, but not be limited to, a requirement that the Sub-recipient employ all Grant funds solely for Program purposes, and use reasonable efforts to ensure that Grant funds are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities;

(c) makes a copy of each Sub-recipient grant agreement available to the Global Fund upon request; and

(d) maintains and complies with a system to monitor the performance of sub-Recipients and assure regular reporting from them in accordance with this Agreement.

The Principal Recipient acknowledges and agrees that providing Grant funds to Sub-recipients or making payments on behalf of Sub-recipients to implement Program activities does not relieve the Principal Recipient of its obligations and liabilities under this Agreement. The Principal Recipient is responsible for the acts and omissions of its Sub-recipients in relation to the Program as if they were the acts and omissions of the Principal Recipient.

Article 15. PROGRAMMATIC PROGRESS REPORTS

(a) Provision of Reports. The Principal Recipient shall provide to the Global Fund the reports specified in paragraph (b) of this Article. In addition, the Principal Recipient shall provide to the Global Fund such other information and reports at such times as the Global Fund may request. From time to time, the Global Fund may provide to the Principal Recipient guidance, through postings on the Global Fund's Internet web site or through implementation letters, on the acceptable frequency, form and content of the reports required under this Article. The Principal Recipient shall provide to the CCM a copy of all reports that the Principal Recipient submits to the Global Fund under this Article.

(b) Periodic Reports. The Principal Recipient shall, not later than 45 days after the end of each reporting period indicated in Annex A to this Agreement, report on the progress towards Program objectives and targets for that period indicated in Annex A. The Principal Recipient shall submit periodic reports on the form specified in Annex A. For the period in question, the Principal Recipient shall explain in the report any variance between planned and actual achievements and between planned and actual expenditures.

(c) Use of Reports. The Principal Recipient acknowledges and agrees that the Global Fund may release in the public domain reports, in whole or in part, that have been submitted by the Principal Recipient to the Global Fund under this Agreement. The Principal Recipient also acknowledges and agrees that the Global Fund may use, reproduce, modify and/or adapt information and other data contained in such reports for any reason whatsoever.

Article 16. MONITORING AND EVALUATION

The Principal Recipient shall monitor and evaluate the progress of the Program toward its objective, including the activities implemented by Sub-Recipients, in accordance with the monitoring and evaluation plan approved by the Global Fund. The Principal Recipient shall ensure that it receives quality data regarding such progress and report accurately on the Program results.

Article 17. EVALUATIONS BY THE GLOBAL FUND

The Global Fund may, in its sole discretion, conduct or commission evaluations of the Program, or of specified Program activities, implementing structures or other Program issues. The Global Fund shall specify the terms of reference for any evaluation and an appropriate schedule for conducting it. The Principal Recipient shall, and shall require Sub-recipients to, facilitate the evaluation. Exercise by the Global Fund of this right does not mitigate the obligation of the Principal Recipient to monitor and evaluate the Program.

Article 18. CONTRACTS FOR GOODS AND SERVICES

(a) Procurement Practices. The Principal Recipient shall keep the Global Fund continuously informed about the policies and practices that it shall use to contract for goods and services under this Agreement. At a minimum, the policies and practices governing all procurement under the Program shall conform to the requirements (i) through (viii) listed below and, where Health Products are being procured, those in Article 19 of this Agreement. The Principal Recipient shall ensure that such policies and practices are followed at all times.

i. Contracts shall be awarded on a transparent and, subject only to established exemptions included in written procurement policies and practices provided to the Global Fund, on a competitive basis.

ii. All solicitations for contract bids must be clearly notified to all prospective bidders, which shall be given a sufficient amount of time to respond to such solicitation.

iii. Solicitations for goods and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate description of the proposed terms and conditions of the contract and the goods or services to be acquired.

iv. The conditions of participating in a contract bid shall be limited to those that are essential to ensure the participant's capability to fulfill the contract in question and compliance with domestic procurement laws.

v. Contracts shall be awarded only to responsible contractors that possess the ability to successfully perform the contracts.

vi. No more than a reasonable price (as determined, for example, by a comparison of price quotations and market prices) shall be paid to obtain goods and services.

vii. The Principal Recipient and its representatives and agents shall not engage in any of the practices described in Article 21(b) in relation to such procurement.

viii. The Principal Recipient shall maintain records documenting in detail the receipt and use of goods and services acquired under the Agreement by the Principal Recipient, the nature and extent of solicitations of prospective suppliers of goods and services acquired by the Principal Recipient, and the basis of award of Principal Recipient contracts and orders.

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(b) Supply chain. The Principal Recipient shall use its best efforts to ensure optimal reliability, efficiency and security with regard to the supply chain for all products purchased with Grant funds.

(c) Compliance of Sub-recipients. The Principal Recipient shall ensure that Sub-recipients comply with the requirements of this Article when Sub-recipients undertake procurement of goods and services for the Program.

(d) Recording. The Principal Recipient shall, and shall ensure that Sub-recipients maintain appropriate records of all fixed assets purchased with Grant funds.

(e) Title. Title to goods or other property financed by the Global Fund under this Agreement ("Program Assets") shall be held by the Principal Recipient or a Sub-recipient or other entity approved by the Principal Recipient, unless the Global Fund directs, at any time in its sole discretion, that title be transferred to the Global Fund or another entity nominated by the Global Fund.

(f) Program Purposes. In accordance with Article 9 of this Agreement, the Principal Recipient shall ensure that all goods and services and activities financed with Grant funds, including those procured and implemented by Sub-recipients, are used solely for Program purposes.

Article 19. PHARMACEUTICAL AND OTHER HEALTH PRODUCTS

(a) The Principal Recipient shall ensure that all Health Products which are financed with Grant funds shall be procured through contracts awarded in compliance with the provisions of Article 18 and Article 19 of this Agreement and the provisions included in the Guide to the Global Fund's Policies on Procurement and Supply Management of Health Products, issued in June 2012, as amended and updated from time to time and published on the Global Fund's website (the "Guide"). For purposes of this Agreement the term "Health Products" includes: (i) pharmaceuticals; (ii) durable and non-durable in vitro diagnostic products, microscopes and imaging equipment; (iii) mosquito nets; and (iv) consumable/single use health products (including condoms, insecticides, therapeutic nutritional support, general laboratory items and injection syringes).

(b) The Principal Recipient shall ensure that the Principal Recipient and each Sub-recipient complies in full and at all times with the provisions of Articles 18 and 19 of this Agreement and the provisions of the Guide, and that each agreement with a Sub-recipient shall include a contractual obligation whereby the Sub-recipient undertakes to comply with all provisions set out in Articles 18 and 19 of this Agreement and the provisions contained in the Guide relating to the award of contracts.

(c) The Principal Recipient acknowledges and agrees that without prejudice to any other remedy available to the Global Fund under this Agreement or at law, if the Global Fund determines, in its sole discretion, that the Principal Recipient has not complied with the provisions of this Agreement relating to the award of contracts, the Guide, or any documentation incorporated by reference into said Guide, then the Global Fund may, in its sole discretion, require or undertake any one or more of the following actions:

i. Require the Principal Recipient to refund immediately to the Global Fund all or part of the amounts disbursed or used in connection with a contract that has been awarded in a manner that is not consistent with any provision of this Agreement or the provisions of the Guide;

ii. Require the Principal Recipient to procure Health Products under this Agreement from a procurement agent or other supplier acceptable to the Global Fund, and for such period as considered appropriate by the Global Fund; and

iii. Arrange and effect direct disbursement of Grant funds to a procurement agent or other supplier acceptable to the Global Fund.

Article 20. INSURANCE AND LIABILITY FOR LOSS, THEFT OR DAMAGE

(a) Insurance. The Principal Recipient shall maintain, where available at a reasonable cost, all risk property insurance on Program assets and comprehensive general liability insurance with financially sound and reputable insurance companies. The insurance coverage shall be consistent with that held by similar entities engaged in comparable activities.

(b) Responsibility for Loss or Theft. The Principal Recipient shall be solely liable for the loss or theft of, or damage to any and all items purchased with Grant funds (including those in the possession of Sub-recipients), and, immediately upon any such loss, theft or damage, shall replace such items at its own expense in compliance with the procurement requirements set forth in Article 18 and Article 19 of this Agreement. In addition, the Principal Recipient shall be solely liable for the loss or theft of any cash in the possession of the Principal Recipient or any of its agents or Sub-recipients and shall have no recourse to the Global Fund for any such loss or theft.

Article 21. CONFLICTS OF INTEREST; ANTI-CORRUPTION; CODE OF CONDUCT FOR SUPPLIERS; CODE OF CONDUCT FOR RECIPIENTS

(a) Standards of Conduct. The Principal Recipient shall maintain and enforce standards of conduct to govern the performance of persons affiliated with the Principal Recipient or any Sub-recipient (for example, directors, officers, employees or agents) engaged in the award and administration of contracts, grants, or other benefits using Grant funds to ensure that such persons do not engage in any practice set forth in paragraph (b) below.

(b) No corruption. The Principal Recipient shall not, and shall ensure that no Sub-recipient or person affiliated with the Principal Recipient or any Sub-recipient:

i. participate(s) in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Grant, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;

ii. participate(s) in transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;

iii. offer(s), give(s), solicit(s) or receive(s), directly or indirectly, gratuities, favors, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution;

iv. misrepresents or omits facts in order to influence the procurement process or the execution of a contract;

v. engage(s) in a scheme or arrangement between two or more bidders, with or without the knowledge of the Principal Recipient or Sub-recipient, designed to establish bid prices at artificial, non-competitive levels; or

vi. participate(s) in any other practice that is or could be construed as an illegal or corrupt practice in the Host Country.

(c) Disclosure. If the Principal Recipient has knowledge or becomes aware of any:

i. actual, apparent or potential conflict between the financial interests of any person affiliated with the Principal Recipient, any Sub-recipient, the CCM, the LFA, or the Global Fund and that person's duties with respect to the implementation of the Program; or

ii. any of the practices listed in paragraph (b) above,

the Principal Recipient shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

(d) Code of Conduct for Suppliers

The Principal Recipient shall ensure that the Global Fund's Code of Conduct for Suppliers, as amended from time to time, (the "Code of Conduct") shall be communicated to all bidders, suppliers, agents, intermediaries, consultants and contractors (the "Suppliers"). The Principal Recipient acknowledges and agrees that in the event of non-compliance with the Code of Conduct, to be determined by the Global Fund in its sole discretion, the Global Fund reserves the right not to fund the contract between the Principal Recipient and the Supplier or seek the refund of the Grant funds in the event if the payment has already been made to the Supplier.

(e) Code of Conduct for Recipients

The Principal Recipient shall comply with the Global Fund's Code of Conduct for Recipients of Global Fund Resources, as amended from time to time and available on the Global Fund website (the "Code of Conduct for Recipients"), and shall further ensure that the Code of Conduct for Recipients is communicated to all Sub-recipients, including through a written acknowledgement of the applicability of the Code of Conduct for Recipients in each Sub-recipient grant agreement.

Article 22. USE OF LOGOS OR TRADEMARKS

Use of Global Fund's Logo and Trademarks. The Principal Recipient shall not, and shall require that its Sub-recipients do not use the logo or any trademarks of the Global Fund unless the Principal Recipient and its Sub-recipients have respectively executed valid license agreements with the Global Fund for such use.

Article 23. NOVATION; TRANSFER OF PRINCIPAL RECIPIENT

If at any time, either the Principal Recipient or the Global Fund concludes that the Principal Recipient is not able to perform the role of Principal Recipient and to carry out its responsibilities under this Agreement or if, for whatever reason, the Global Fund and the Principal Recipient wish to transfer some or all of the responsibilities of the Principal Recipient to another entity that is able and willing to accept those responsibilities, then the other entity ("New Principal Recipient"), may be substituted for the Principal Recipient in this Agreement. The substitution shall occur on such terms and conditions as the Global Fund and the New Principal Recipient agree, in consultation with the CCM. The Principal Recipient shall cooperate fully with the Global Fund and the CCM to facilitate the transfer.

Article 24. ADDITIONAL PRINCIPAL RECIPIENTS

In addition to the Principal Recipient, the Global Fund may from time to time award grants to other entities, to implement programs in the Host Country. The Principal Recipient shall cooperate as appropriate with such other entities to realize the benefits of all programs financed by the Global Fund.

Article 25. NOTICES

Any notice, request, document, report, or other communication submitted by either the Principal Recipient or the Global Fund, unless this Agreement expressly provides otherwise, shall be sent to the other party's: (i) Authorized Representative noted in block 15 or 16 of the face sheet of this Agreement, as appropriate; or (ii) The Name/Address for Notices noted in block 13 or 14 of the face sheet of this Agreement, as appropriate. All such documents shall be copied to the CCM. In the case of communications to the Global Fund through the LFA, the Principal Recipient shall submit such communications to the person identified in block 12 of the face sheet of this Agreement. All communications under this Agreement shall be in English.

Article 26. TERMINATION; SUSPENSION; EXPIRY OF THE PROGRAM TERM

(a) Sole Discretion of Global Fund. The Global Fund may terminate or suspend this Agreement in whole or in part, for any reason to be determined in its sole discretion, upon giving the Principal Recipient written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

(b) Procedures Upon Termination or the Expiry of the Program Term. Upon full or partial termination of this Agreement for any reason or the expiry of the Program Term, the Principal Recipient shall, among other procedures which may be requested by the Global Fund:

i. immediately return to the Global Fund any Grant funds that have not been expended by the Principal Recipient and Sub-recipients as of the date of the termination notice or the expiry date of the Program Term (as applicable), if requested to do so by the Global Fund;

ii. provide to the Global Fund a final audited financial report of the Program;

iii. provide to the Global Fund an inventory of all assets and receivables purchased with Grant funds; and

iv. if so requested by the Global Fund, provide a plan (prepared in consultation with the CCM) for the use of all assets and receivables referred to in sub-paragraph iii. above (the "Close-out Plan"). The Close-out Plan shall be subject to the final approval of the Global Fund.

(c) Transfer. Upon the expiry of the Program Term or on the earlier termination of this Agreement, the Global Fund may direct, in accordance with Article 18(e) of this Agreement, that title to any Program Asset be transferred to the Global Fund or another entity nominated by the Global Fund.

Article 27. REFUNDS

Notwithstanding the availability or exercise of any other remedies under this Agreement, the Global Fund may require the Principal Recipient to immediately refund to the Global Fund any disbursement of the Grant funds in the currency in which it was disbursed in any of the following circumstances:

(a) this Agreement has been terminated or suspended;

(b) there has been a breach by the Principal Recipient of any provision of this Agreement;

(c) the Global Fund has disbursed an amount to the Principal Recipient in error; or

(d) the Principal Recipient has made a material misrepresentation with respect to any matter related to this Agreement.

Article 28. LIMITS OF GLOBAL FUND LIABILITY

(a) The Global Fund shall be responsible only for performing the obligations that are specifically set forth in this Agreement. Except for those obligations, the Global Fund shall have no liability to the CCM (or any member thereof), the Principal Recipient, Sub-recipients, any employees or any contractor thereof or any other person or entity as a result of this Agreement or the implementation of the Program. Any financial or other liability that may arise as a result of the implementation of the Program shall be the sole responsibility of the Principal Recipient.

(b) The Principal Recipient implements the Program on behalf of the CCM and not on behalf of the Global Fund. This Agreement and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Global Fund and the Principal Recipient or any other person involved in the Program. The Global Fund assumes no liability for any loss or damage to any person or property arising from the Program. The Principal Recipient shall not, under any circumstances, represent that it is an agent of the Global Fund, and shall take all reasonable precautions to avoid any perception that such relationship exists.

Article 29. INDEMNIFICATION

The Principal Recipient shall defend, indemnify and hold harmless the Global Fund, its directors, officers and employees and any of the Global Fund's agents and contractors from and against (i) any and all losses of the Global Fund, its officers and employees, and (ii) any and all claims, liabilities suits, actions (including charges, disbursements and reasonable fees of counsel), proceedings, damages, expenses and obligations of any kind that may be incurred by the Global Fund or asserted against the Global Fund, its officers and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Principal Recipient and its agents, employees, Sub-recipients, assignees, transferees, delegees or successors, for which the Principal Recipient retains responsibility.

Article 30. IMPLEMENTATION LETTERS

To assist the Principal Recipient in the implementation of this Agreement, the Global Fund shall issue, from time to time, implementation letters that shall provide additional information and guidance about matters stated in this Agreement.

Article 31. MODIFICATION OR AMENDMENT

No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of the Global Fund and an authorized representative of the Principal Recipient. Any change to the terms of this Agreement shall be made in an implementation letter signed by the parties to this Agreement.

Article 32. DISSEMINATION OF INFORMATION

The Principal Recipient understands that the Global Fund reserves the right to freely publish or disseminate information derived from the implementation of this Program.

Article 33. NONWAIVER OF REMEDIES

No delay in exercising any right or remedy under this Agreement shall be construed as a waiver of such right or remedy.

Article 34. SUCCESSORS AND ASSIGNEES

This Agreement shall be binding on the successors and assignees of the Principal Recipient and the Agreement shall be deemed to include the Principal Recipient's successors and assignees. However,

nothing in this Agreement shall permit any assignment without the prior written approval of the Global Fund.

Article 35. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. The Global Fund and the Principal Recipient agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy, or claim. The appointment authority for such arbitrator shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be three. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English.

Article 36. APPLICABLE LAW

This Agreement shall be governed by the UNIDROIT Principles (2004).

Article 37. ENTIRE AGREEMENT

This Agreement and any annexes and attachments hereto constitute the entire agreement between the Parties and set out all the conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any attachments hereto.

Article 38. EFFECTIVE DATE

This Agreement, prepared in two originals, shall become effective on the date of its signature by both the Principal Recipient and the Global Fund, acting through their duly Authorized Representatives identified in blocks 15 and 16 of the face sheet of the Agreement.

Article 39. SURVIVAL

(a) All covenants, agreements, representations and warranties made by the Principal Recipient in this Agreement shall be considered to have been relied upon by the Global Fund and shall survive the execution and delivery of this Agreement, regardless of any investigation made by the Global Fund or on its behalf and notwithstanding that the Global Fund may have had notice or knowledge of any fact or incorrect representation or warranty at any time in the Program Term, and shall continue in full force and effect until the Grant Ending Date.

(b) The provisions of Article 6 (Covenants Of The Principal Recipient), Article 8 (Local Fund Agent), Article 9 (Management Of Grant Funds), paragraphs (a), (f) and (g) of Article 13 (Audits And Records), paragraph (c) of Article 15 (Programmatic Progress Reports), Article 17 (Evaluations By The Global Fund), Article 18 (Contracts For Goods And Services), Article 19 (Pharmaceutical And Other Health Products), Article 19 (Pharmaceutical And Other Health Products), Article 21 (Conflicts Of Interest; Anti-Corruption), Article 27 (Refunds), Article 28 (Limits Of Global Fund Liability) and Article 29 (Indemnification) shall survive and remain in full force and effect regardless of the expiry of the Program Term or the termination of this Agreement.

Article 40. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which will constitute one and the same agreement.

Article 41. PRIVILEGES AND IMMUNITIES

(a) Nothing in or related to this Agreement may be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund under (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288), or (iii) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

(b) The Principal Recipient will use its best efforts, upon the request of the Global Fund, to secure recognition by the Host Country of the Global Fund as an institution to which the privileges and immunities normally granted to international organizations apply.

Article 42. TRUSTEE

The Global Fund and the International Bank for Reconstruction and Development (the "World Bank") have entered into an agreement by which the World Bank has agreed to establish the "Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria" (the "Trust Fund") and to serve as the trustee of the Trust Fund (the "Trustee"). Grant funds made available to the Principal Recipient will be disbursed from the Trust Fund. All of the obligations of the Global Fund under this Agreement are obligations of the Global Fund and the World Bank has no personal liability for the obligations of the Global Fund under this Agreement.

Article 43. ACRONYMS

If used in this Agreement (including in the Program Implementation Description and any other annex or attachment to this Agreement), the following acronyms have the meanings ascribed to them below:

Acronym	Meaning
ACT	Artemisinin-based Combination Therapy
AIDS	Acquired immune deficiency syndrome
ANC	Antenatal Clinic
ART	Antiretroviral therapy
ARV	Antiretroviral
BCC	Behavioral change communication
BSS	Behavior Surveillance Survey
CBO	Community-based organization
CHBC	Community Home Based Care
CCM	Country Coordinating Mechanism
CRIS	Country response information system
CSW	Commercial sex worker
CT	Counseling and testing
DDT	Dichlorodiphenyltrichloroethane
DFID	United Kingdom Department for International Development
DHS	Demographic and Health Surveys
DOTS	Directly Observed Treatment, Short Course
DRS	Drug resistance surveillance
DST	Drug susceptibility testing
FBO	Faith-based organization
EML	Essential Medicines List
ERP	Expert Review Panel
GLC	Green Light Committee
GMP	Good Manufacturing Practices
GTZ	German Technical Cooperation

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HAART	Highly active antiretroviral therapy
HCW	Health care worker
HDI	Human development index
HIS	Health Information System
HIV	Human Immunodeficiency Virus
HMIS	Health Management Information System
ICH	International Conference on Harmonization of Technical Requirements for the Registration of Pharmaceuticals for Human Use
IDU	Injecting drug user
IEC	Information education and communication
IPT	Intermittent preventive treatment
IRS	Indoor residual spraying
ITN	Insecticide-treated net
KAP	Knowledge, Attitudes and Practices survey
LFA	Local Fund Agent
LLITN	Long-lasting insecticide treated net
MDG	United Nations Millennium Development Goals
MDR-TB	Multi-drug resistant tuberculosis
M&E	Monitoring and Evaluation
MERG	Monitoring and Evaluation Reference Group
MICS	Multi indicator cluster surveys
MoH	Ministry of Health
MSM	Men who have sex with men
NAC	National AIDS Committee
NAP	National AIDS Programme
NDRA	National Drug Regulatory Authority
NGO	Non-governmental organization
NMCP	National malaria control program
NTP	National tuberculosis control program
OI	Opportunistic infection
OVC	Orphans and children made vulnerable by AIDS
PAHO	Pan American Health Organization
PHC	Primary Health Care
PEP	Post-Exposure Prophylaxis
PIC/S	Pharmaceutical Inspection Cooperation Scheme
PMTCT	Prevention of Mother to Child Transmission
PLWHA	Persons living with HIV/AIDS
PPTCT	Prevention of Parent to Child Transmission
PR	Principal Recipient
PSM	Procurement and Supply Management
RBM	Roll Back Malaria
RCM	Regional Coordinating Mechanism
RDTs	Rapid Diagnostic Tests
SR	Sub-recipient
STD	Sexually transmitted disease
STG	Standard Treatment Guidelines
STI	Sexually transmitted infection
TB	Tuberculosis
UNAIDS	Joint United Nations Programme on HIV/AIDS
UNCITRAL	United Nations Commission on International Trade Law
UNDP	United Nations Development Programme
UNESCO	United Nations Educational Scientific and Cultural Organization
UNFPA	United Nations Population Fund
UNGASS	United Nations General Assembly Special Session
UNICEF	United Nations Children's Fund
UNIDROIT	International Institute for the Unification of Private Law
USAID	United States Agency for International Development

VCT	Voluntary counseling and testing
WHO	World Health Organization
WHOPES	WHO Pesticide Evaluation Scheme