The Global Fund
To Fight AIDS, Tuberculosis and Malaria

PROGRAM GRANT AGREEMENT FOR SINGLE STREAM OF FUNDING

1. Country: Republic of Guinea		
2. Principal Recipient Name and Address: Executive Secretariat of the National AIDS Council – SE/CNLS, Cabinet du Premier Ministre, BP 3934, Conakry, Republic of Guinea		
3. Program Title: **Program to Strengthen and Decentralize the National Response Against STIs/HIV for Universal Access Within 5 Years in the Republic of Guinea**		
4. Grant Number: GIN-H-CNLS	4A. Modification Number: Not Applicable	
5. Implementation Period 1 January 2012 to 31 December 2014	6. Next Periodic Review Date June 2014	
7A. Condition Precedent Terminal Date: 1 April 2012	7B. Condition Precedent Terminal Date: 1 September 2012	7C. Condition Precedent Terminal Date: 31 May 2012
7D. Condition Precedent Terminal Date: 31 March 2012	7E. Condition Precedent Terminal Date: N/A	7F. Condition Precedent Terminal Date: N/A
8. Grant Funds: Up to the amount of US$15,572,321 (Fifteen Million Five Hundred Seventy Two Thousand Three Hundred Twenty One United States Dollars). 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, involving a First Commitment of US$8,143,106 (Eight Million One Hundred Forty Three Thousand One Hundred Six United States Dollars)and a Second Commitment of US$7,429,215 (Seven Million Four Hundred Twenty Nine Thousand Two Hundred Fifteen United States Dollars)		
9. Program Coverage: HIV and AIDS		
10. Information for Principal Recipient Bank Account into Which Grant Funds Will Be Disbursed: Owner of Bank Account: Secretariat Executif du Comité National de lutte contre le sida (SE/CNLS) Account Title: CNLS-SUBVENTION-FONDS MONDIAL/R-10 Account number: 10000175034-15 Bank name: Societé Générale de Banques en Guinée Bank address: Immeuble Boffa, Cité des Chemins de Fer BP:1514 Conakry- République de Guinée Bank SWIFT Code: SGGNGNGN Bank Code: 00003		
11. The fiscal year of the Principal Recipient is from 1st January to 31 December		
12. Local Fund Agent: Pricewaterhousecoopers, 20th Floor, Alpha 2000, Rue Courgas, 01 BP 1361 Abidjan 01 – Cote d'Ivoire Tel: +225 20 31 54 54 Fax: +225 20 31 54 37 Attention: Mr. Issiaka Ouattara E-mail: Issiaka.ouattara @ci.pwc.com		
13. Name/Address for Notices to Principal Recipient: Dr Abass Diakité Executive Secretary, Executive Secretariat of the National AIDS Council – SE/CNLS, Prime Minister Cabinet, BP 3934, Conakry, Republic of Guinea Tel.: + 224 68487591 or +224 63799361 E-mail: abassediakite@yahoo.fr	14. Name/Address for Notices to Global Fund: Dr Cyrille Dubois Regional Team Leader, West Africa 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 two pages of this face sheet and the following: **Standard Terms and Conditions** **Annex A – Program Implementation Description and the attachments thereto (including the Performance Framework and Summary Budget)**		

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

Date: _____ Signature: _____

Mr Mohamed Said FOFANA
Prime Minister

16. Signed for the **Global Fund** by its Authorized Representative

Date: _____ Signature: _____

Mark Edington
Country Programs Cluster Director

17. Acknowledged by the Chair of the **Country Coordinating Mechanism**

Date: _____ Signature: _____

Monseigneur Albert David Gomez
Christian Council of Guinea/CCM Chair

18. Acknowledged by Civil Society Representative of the **Country Coordinating Mechanism**

Date: _____ Signature: _____

Mrs Hadja Aminata Soumaoro
President
Network of Affected Women of Guinea (REFIG)

ANNEX A to the PROGRAM GRANT AGREEMENT FOR SINGLE STREAM OF FUNDING

Program Implementation Description

Country:	**Republic of Guinea**
Program Title:	**Program to Strengthen and Decentralize the National Response Against STIs/HIV for Universal Access Within 5 Years in the Republic of Guinea**
Grant Number:	**GIN-H-CNLS**
Disease:	**HIV and AIDS**
Principal Recipient:	**Executive Secretariat of the National AIDS Council – SE/CNLS**

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:

The Host Country is part of countries having a generalized HIV/ AIDS epidemic, with a sero-prevalence rate of 1.5% in the general population. In 2007, HIV prevalence was 34.4% among sex workers, 5.2% among miners, 5.5% among truckers, and 5.6% among fishermen (ESCOMB). In 2008, HIV prevalence among patients infected with TB was 19.9% (CAT Carrière-Conakry 2009). In 2009, the sero-prevalence among pregnant women was 2.5% and there were an estimated 59,000 orphans and children made vulnerable by AIDS (OVC).

The Host Country has received two previous Global Fund grants for HIV/AIDS in support of its efforts to reduce the HIV burden in the country. The Round 2 grant, which ended in September 2009 and the Round 6 grant, whose Phase 2 is ending in December 2012, have allowed the Host Country to realize important gains in terms of HIV prevention services (BCC, VCT, PMTCT), comprehensive treatment for persons living with HIV/AIDS and support to OVC. However, there is still work to be done to improve the quality of service and to increase coverage for: VCT activities (2% of women and 6% of pregnant women have been tested); PMTCT activities (17% of the nation was covered in 2009); ARV treatment (treatment of 56.8% PLWHA in 2009 - CD4 <350) and OVC support (8.8% according to UNGASS 2010).

The purpose of the Round 10 proposal (the "Proposal") is to scale-up and decentralize the national response against HIV/AIDS, to cover 70% of total ARV needs for PLWHA and 85%

for PMTCT needs, corresponding to the objectives of the 2008-2012 National Strategic Framework action plan. The HIV/AIDS component of the Proposal, which is the subject matter of this Agreement, will be implemented by two principal recipients. It aims at strengthening government actions that started under Round 6 to support vulnerable populations (youth aged 10-24, women aged 15-49, pregnant women) and high risk groups (sex workers and their customers, MSM, and prison populations).

The Executive Secretariat of the National AIDS Council (SE-CNLS) will work on increasing geographic coverage and quality of the Round 6 activities such as ART treatment, PMTCT and support to OVC in public health facilities. The second principal recipient will develop general awareness on HIV/AIDS through a mass media campaign, support high risk groups population through peer-educators strategy and ensure the treatment and support in collaboration with mining companies, through the continuation of a public-private partnership with the Guinea Chamber of Mines (CMG).

The Health System Strengthening (HSS) component of the Proposal, which represents a critical concern for HIV, TB and malaria treatment services in Host Country, will be handled by a third principal recipient, the National HIV/AIDS Program (PNPCPS) of the Ministry of Public Health and Public Hygiene

2. Goals:

- Contribute to accelerating universal access to epidemic prevention services to achieve Millennium Development Goal 6.
- Contribute to accelerating universal access to treatment, care and support services for PLWHA to achieve Millennium Development Goal 6.

3. Target Group/Beneficiaries:

- General population of Host Country
- PLWHA
- Vulnerable populations: pregnant women, OVC
- High-risk populations: sex workers and their customers, MSM and prison populations
- Mining workers and their family members
- Community workers
- Health workers

4. Strategies:

- Set out the development of an integrated HIV communication and awareness plan (IEC) that seeks to reduce at-risk behaviors (BCC), and addresses structural factors (rights and violence) through communication for social change (CSC).
- Increase geographic coverage for quality PMTCT services, testing and counseling services.
- Increase ART coverage
- Ensure psychological, nutritional, social, and economic treatment for eligible PLWHA and for OVC.

5. **Planned Activities:**

- Provide antiretroviral treatment and biological monitoring to Round 6 patients and new patients
- Provide ARV prophylaxis to prevent mother to child transmission
- Provide treatment and prophylaxis for opportunistic infections
- Improve the quality and geographic coverage of access to testing
- Ensure blood transfusion safety
- Implement systematic HIV services in leprosy tuberculosis onchocerciasis (LTO) sites
- Provide nutritional and psychological support to PLWHA
- Conduct sentinel surveillance and carry out impact survey.

B. CONDITIONS PRECEDENT TO DISBURSEMENT

1. Condition(s) Precedent to 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 the satisfaction of each of the following conditions:

a. the delivery by the Principal Recipient to the Global Fund of a statement confirming the US Dollar bank account in Host-Country dedicated solely to holding the Grant funds, into which the Grant funds will be disbursed with authorized double signatory as indicated in block 10 of the face sheet of this Agreement;

b. the delivery by the Principal Recipient 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; and

c. the delivery by the Principal Recipient to the Global Fund of evidence that the Principal Recipient has retained the services of an interim international financial expert (the "Financial Expert") or a fiduciary agent (the "Fiduciary Agent"), as shall be prescribed by the Global Fund, and that the Financial Expert or Fiduciary Agent is fully operational..

2. Condition(s) Precedent to Second Disbursement (Terminal Date as stated in block 7B of the Face Sheet)

The second disbursement of Grant funds by the Global Fund to the Principal Recipient is subject to the satisfaction of each of the following conditions:

a. the delivery by the Principal Recipient to the Global Fund of a memorandum of understanding (MOU), in form and substance satisfactory to the Global Fund, signed by the Principal Recipient and all the principal recipients under the Round 6 HIV, Round 10 HIV and Round 10 HSS (Health System Strengthening) grant agreements

for the Host-Country, defining and governing, without limitation, the terms and conditions governing the collaboration between them, and the mechanisms of coordination and communication in respect of, among other things, monitoring and evaluation activities, the whole in compliance with the terms of this Agreement;

b. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a detailed mapping of HIV/AIDS service delivery sites (including with respect to PMTCT, VCT, ARV, STI, OI) identifying partners and funding sources which shall include, without limitation, a national cartography of existing delivery sites and related sources of funding, a comprehensive national report on the needs to build and operate new delivery sites, a complete list of delivery sites to be erected and supported with Grant funds and a cartography of the main most at-risk populations;

c. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of an updated comprehensive manual of procedures (the "Manual of Procedures) which shall include, without limitation, accounting and financial procedures (including approval and payment validation process, inventory, asset management and cash management which includes petty cash procedures and ceilings), human resources policies and procedures (including updated organogram, salary scale and indemnities), procurement policies and procedures for Health Products and other goods and services (non-Health Products), Sub-recipient management policies and procedures (including a checklist on documentation required for expenditure justification), and an administrative and conflict of interest policy. Such policies and procedures shall ensure that adequate mechanisms are in place for proper segregation of duties, proper authorization of all financial transactions, and that the Principal Recipient and Sub-recipients have functional internal control mechanisms;

d. the written approval of the Global Fund of the Manual of Procedures;

e. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of evidence that Principal Recipient has retained the services of an internal auditor, under terms of reference approved by the Global Fund, and that such person is fully operational;

f. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a revised monitoring and evaluation plan (the "Revised M&E Plan") informed by the M&E System Assessment and including, without limitation, detailed M&E coordination mechanisms developed in collaboration with the other principal recipients of the Program, an updated indicators measurement framework, data quality assurance mechanisms, a revised program evaluation and surveys outlining the research questions and methodology, a detailed supervision plan and a revised costed M&E work plan; and

g. the written approval of the Global Fund of the Revised M&E Plan.

3. Condition(s) Precedent to Disbursement of Grant Funds for Training Activities (Terminal Date as stated in block 7C of the Face Sheet)

The disbursement by the Global Fund to the Principal Recipient of Grant funds to finance training programs is subject to the satisfaction of each of the following conditions:

a. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a detailed training plan and budget which shall be aligned with the workplan, cover all proposed trainings under this Agreement and include the following minimal components:

   i. a clear demonstration that no duplication of training activities will occur, that trainings are linked to Program objectives and that the quality of trainings will be assessed;

   ii. an undertaking by the Principal Recipient that cash payments will not be used to pay for services provided by companies, organizations or other entities in relation to training events (e.g. rentals, meals provided to participants), unless approved in advance and in writing by the Global Fund;

   iii. guidelines to be communicated to all implementers of training activities on how cash is to be managed and reconciled during training events;

   iv. a description of measures put in place by the Principal Recipient to reduce payments in cash to participants to the extent feasible and to ensure that payments are made solely to eligible participants in a manner which can be verified by the Global Fund; and

b. the written approval by the Global Fund of the detailed training plan and budget.

4. Condition(s) Precedent to Disbursement of Grant Funds to Sub-recipients (Terminal Date as stated in block 7D of the Face Sheet)

The disbursement of Grant funds by the Principal Recipient to Sub-Recipients is subject to the satisfaction of each of the following conditions:

a. the delivery by the Principal Recipient to the Global Fund of a Sub-Recipient Management Manual (the "SR Manual"), in form and substance satisfactory to the Global Fund, which shall include, without limitation, the following elements:

   i. procedures for complying with Article 14 of the Standard Terms and Conditions of this Agreement with regards to the standards of assessment and selection of Sub-recipients;

   ii. procedures for the negotiation of Sub-Recipient agreements as described in Article 14(b) of the Standard Terms and Conditions of this Agreement, including, without limitation, a detailed procedure for the programmatic and financial reporting of Sub-Recipients, including the proper accounting of use of disbursed funds;

iii. procedures for the identification of gaps and/or weaknesses in Sub-Recipients' capacity and the description of relevant measures to be taken to address these gaps and/or weaknesses;

iv. procedures for the Principal Recipient's programmatic and financial oversight of Sub-Recipients, including, without limitation, procedures governing the frequency of reporting by Sub-Recipients and quality controls to ensure integrity of financial and programmatic data;

v. procedures for the development and implementation of an efficient and transparent disbursement system for Sub-Recipients based on the agreed upon budget and work plan;

vi. procedures for internal control, ensuring that adequate mechanisms are in place at the Principal Recipient and Sub-Recipient levels for proper segregation of duties, authorization and reconciliation of financial transactions with respect to disbursement, expenditures and overall financial oversight of Sub-Recipients and their staff;

vii. procedures for the management of assets at Sub-recipient level; and

viii. establishment of a detailed checklist on documentation required by the Principal Recipient from all Sub-Recipient as justification of expenditures;

b. the written approval of the Global Fund of the SR Manual;

c. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of:

i. evidence that the Principal Recipient has completed the selection of the Sub-recipients and the assessment of the capacity of each selected Sub-recipient to implement Program activities (including adequate financial and administrative systems with respect to each Sub-recipient) and to report thereon in accordance with the Global Fund's requirements. For greater certainty, the Principal Recipient agrees and acknowledges that it shall conduct such selection and the assessment in accordance with the SR Manual including, but not limited to, with respect to the identification of, and remedial measures for, gaps and/or weaknesses;

ii. a plan for the on-going monitoring and supervision (including quarterly or more frequent financial verification and reconciliation) of Sub-Recipients' performance and capacity-building activities for Sub-Recipients;

iii. a completed mapping of the responsibilities of the different Sub-recipients and the geographical regions covered;

iv. copies of draft Sub-recipient agreements to be signed with each Sub-recipient, including work plans, budgets, periodic reporting requirements and operational implementation plans of activities, in accordance with Article 14 of the Standard Terms and Conditions of this Agreement;

v. a consolidated work plan and budget for each Sub-recipient, which shall cover the Program activities to be implemented by such Sub-recipient under this Agreement as well as all the activities, if any, that the Sub-recipient is implementing in the Host-Country under the Round 6 HIV or Round 10 HIV grant agreements (including HSS). Each consolidated work plan and budget shall be signed by the Principal Recipient and all principal recipients under the Round 6 HIV or Round 10 HIV grant agreements (including HSS); and

vi. a plan for the on-going monitoring and supervision (including the financial aspects) of Sub-Recipients' performance and capacity-building activities for Sub-Recipients.

2. Condition(s) Precedent to Disbursement for Procurement of Health Products

The disbursement by the Global Fund to the Principal Recipient to finance the procurement of Health Products (as defined in Article 19 of the Standard Terms and Conditions of this Agreement), is subject to the following conditions:

a. the delivery by the Principal Recipient to the Global Fund of a plan for the procurement, use and supply management of the Health Products for the Program as described in subsection (b) of Article 19 of the Standard Terms and Conditions of this Agreement (the "PSM Plan");

b. if the amendments incorporated into the PSM Plan necessitate amendments to the Program budget approved by the Global Fund as of the Effective Date of this Agreement, the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a revised Program budget for the Program Term;

c. the written approval of the Global Fund of the PSM Plan and, if applicable, of the revised Program budget;

e. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a procurement manual;

f. the written approval of the Global Fund of the revised procurement manual; and

g. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a draft copy of the memorandum of understanding (MOU) to be signed between the Principal Recipient and the Central Pharmacy of Guinea (PCG), which shall define and govern the terms and conditions of the collaboration between them with respect to the management of Health Products throughout the supply chain, and include a plan for the coordination of the different stakeholders involved in the forecasting and procurement of Health Products.

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. The procurement of Health Products, excluding laboratory equipment, with the use of Grant funds shall be done through a suitable Procurement Agent (approved by the

Global Fund) or through Voluntary Pooled Procurement (VPP) unless the Global Fund agrees in writing, upon relevant assessment by the Local Fund Agent, that such procurement can be properly managed by the Principal Recipient. If the Principal Recipient participates in VPP, the Principal Recipient agrees that related payments will be made directly by the Global Fund to the relevant VPP procurement services agent, as stipulated in the disbursement request.

2. The use by the Principal Recipient of Grant fund to finance any renovation/ rehabilitation activities, including any renovation/rehabilitation of the Principal Recipient's office premises, is subject to the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of (i) evidence that an independent needs assessment has been conducted for each site where renovation/rehabilitation is proposed and (ii) a detailed renovation/rehabilitation budget for each of these sites.

3. No later than 01 April 2012 and prior to any disbursement to the Principal Recipient after this date, the Principal Recipient shall deliver to the Global Fund evidence, in form and substance satisfactory to the Global Fund, demonstrating that:

    i. the Principal Recipient has acquired or reconfigured an adequate Integrated Financial Management and Accounting system (software) approved by the Global Fund, which includes modules in budgeting (including variance analysis), accounting, procurements and cash management and incorporates Sub-Recipient disbursements and expenditures and, if available, an asset management and tracking tool, the whole allowing full compliance with the requirements of this Agreement and principles of accountability and good governance;

    ii. the Principal Recipient has established a fully operational system for reliable and automated back-up of programmatic and financial records, including off-site back-up data storage; and

    iii. the Principal Recipient has established an asset management and tracking mechanism for its assets and Sub-Recipients' assets (including a fixed asset register and annual physical inventory) and the Principal Recipient will be in compliance with Article 18(d) of the Standard terms and Conditions of this Agreement.

4. No later than 1 June 2012, the Principal Recipient shall deliver to the Global Fund evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has entered into a contract with the Financial Expert or the Fiduciary Agent, as shall have been prescribed by the Global Fund under condition precedent 1 above, under terms of reference approved by the Global Fund, including, without limitation, the following minimal components:

    a. a detailed action plan for the training to be provided by the Financial Expert or Fiduciary Agent, as applicable, including a description of the methods which shall be used for building the financial management capacity of the Principal Recipient; and

    b. provisions specifying that the Financial Expert or Fiduciary Agent, as applicable, is entrusted with the responsibility to manage and oversee the

Principal Recipient and the Sub-Recipients, including to report thereon by providing comprehensive reports to the Global Fund, the whole with respect to financial management and transactions, accounting, financial reporting and financial management capacity improvement (including computerization of the Principal Recipient's accounting system).

5. Prior to the second disbursement and no later than 30 June 2012, the Principal Recipient shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, (i) the written findings of a self-assessment with support of key partners by the Principal Recipient of its monitoring and evaluation system (the "M&E System Assessment") and (ii) a detailed action plan to address the gaps and deficiencies identified in the M&E System Assessment.

6. No later than 1 July 2012, the Principal recipient shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, a distribution plan for HIV/AIDS Health Products, including a comprehensive distribution schedule.

7. No later than 1 July 2012, the Principal Recipient shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, the terms of reference and the composition of the committee established to monitor the management of Health Products (including but not limited to ARV and reagents) throughout the supply chain.

8. No later than 1 July 2012, the Principal Recipient shall deliver to the Global Fund evidence, in form and substance satisfactory to the Global Fund, that a national training database has been set up and includes all trainings in Host-Country which have been or are intended to be financed with funds from any of the Round 6 or Round 10 HIV grant agreements and this Agreement.

9. No later than 1 October 2012, the delivery by the Principal Recipient to the Global Fund of evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has established a stock monitoring system for Health Products to anticipate supply chain issues and that the PCG has a functioning stock management software.

D. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 15b 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 the purposes of Article 10a of the Standard Terms and Conditions of this Agreement, the anticipated disbursement schedule for the Program shall be semi-annual commencing from the start date of the Implementation Period.

F. GLOBAL FUND STAGGERED FUNDING COMMITMENT POLICY

At the time of signing this Agreement, the Global Fund shall set aside ("commit") funds up to the amount of the First Commitment indicated in block 8 of the face sheet, subject to the terms and conditions of this Agreement. A Second Commitment of Grant funds up to the amount indicated in block 8 of the face sheet (the "Second Commitment") may be committed under this Agreement not earlier than 18 months after the start date of the Implementation Period. Any Second Commitment shall be undertaken 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 Global Fund funding and the reasonable cash flow needs of the Principal Recipient. If a Second Commitment is made, it will be communicated to the Principal Recipient through written notice from the Global Fund. The Principal Recipient acknowledges and understands that the Second Commitment may not be released in full or part by the Global Fund in the event of non-compliance by the Principal Recipient to the terms of this Agreement, based on the sole judgment of the Global Fund.

The Global Fund
To Fight AIDS, Tuberculosis and Malaria

STANDARD TERMS AND CONDITIONS
(Single Stream of Funding)

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 Implementation Period indicated in block 5 of the face sheet of this Agreement. 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. IMPLEMENTATION PERIOD

(a) IMPLEMENTATION PERIOD

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 the period indicated as the Implementation Period in block 5 of the face sheet of this Agreement. Such commitment may be made in tranches, pursuant to the "Global Fund Staggered Funding Commitment Policy" as described in the "Program Implementation Description" in Annex A of this Agreement.

(b) ADDITIONAL IMPLEMENTATION PERIODS

The Global Fund may decide, in its sole discretion, to extend the Implementation Period beyond the dates indicated in block 5 of the face sheet of this Agreement, following its review of the performance and financial aspects of the Program which is anticipated to occur on the Next Periodic Review Date indicated in block 6 of the Agreement. Should the Global Fund agree to continue the implementation of the Program after the end of an Implementation Period, it may commit additional funding for the Program (an "Additional Commitment") and the parties shall execute an amendment to this Agreement reflecting an additional Implementation Period. The initial and additional Implementation Periods shall be referred to as the "Grant 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 Implementation Period 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 Grant 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 Grant 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 implementation after the end of an Implementation Period ("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, unless otherwise agreed the Global Fund will not issue instructions for the first disbursement to be made pursuant to this Agreement any earlier than 21 calendar days before the start date of the Implementation Period set forth in Block 5 of the face sheet of this Agreement, provided however, that the Principal Recipient has complied with the other provisions of this Article as set out below. 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(r) 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) **IMPLEMENTATION PERIOD**

The Global Fund will not authorize disbursement of any Grant funds after the end of the Implementation Period unless the parties amend this Agreement to reflect an approval of an Additional Implementation Period (as described in Article 3(b) of this Agreement).

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 start of the Implementation Period, 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 three 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 start of the initial Implementation Period, the first period under audit shall be from the start of the initial Implementation Period until the end of the second such fiscal year.

(c) **INDEPENDENT AUDITOR**

Not later than three months after the start of the Implementation Period, 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 start of the Implementation Period.

(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 start of the Implementation Period 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.

(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) **DEFINITIONS**

As used in this Article, the following terms shall have the meanings given to them below:

Available means that the manufacturer of the relevant product can supply the requested quantity of the product within 90 days of the requested delivery date.

Expert Review Panel (ERP) means a panel of independent experts which reviews the potential risks/benefits associated with the use of Finished Pharmaceutical Products and makes recommendations to the Global Fund as to

whether such Finished Pharmaceutical Products may be procured with Grant funds. A Finished Pharmaceutical Product will be eligible for review by the Expert Review Panel if it has not yet been prequalified by the WHO Prequalification Programme or authorized for use by a Stringent Drug Regulatory Authority, but meets the following criteria:

i.

(a) the manufacturer of the Finished Pharmaceutical Product has submitted an application for prequalification of the product by the WHO Prequalification Programme and it has been accepted by WHO for review; or

(b) the manufacturer of the Finished Pharmaceutical Product has submitted an application for marketing authorization to a Stringent Drug Regulatory Authority, and it has been accepted for review by the Stringent Drug Regulatory Authority,

and

ii. the Finished Pharmaceutical Products is manufactured at a site that is compliant with the GMP standards that apply for the relevant Product Formulation, as verified after inspection by:

(a) the WHO Prequalification Programme;

(b) a Stringent Drug Regulatory Authority;

(c) or a drug regulatory authority participating in the Pharmaceutical Inspection Cooperation Scheme.

ERP Recommendation Period means the period during which an Expert Review Panel recommendation for the use of a particular Finished Pharmaceutical Product remains in full force and effect. If the Expert Review Panel recommends the use of a Finished Pharmaceutical Product, the recommendation shall be valid for an initial period of no more than 12 months or until the Finished Pharmaceutical Product is prequalified by the WHO Prequalification Programme or authorized for use by a Stringent Drug Regulatory Authority, whichever is earlier. The Global Fund may, in its sole discretion, request the Expert Review Panel to consider extending the ERP Recommendation Period.

Finished Pharmaceutical Product means a Medicine presented in its finished dosage form that has undergone all stages of production, including packaging in its final container and labeling.

Good Manufacturing Practices (GMP) means the practices, which ensure that Finished Pharmaceutical Products are consistently produced and controlled according to quality standards appropriate to their intended use, and as required by applicable marketing authorizations.

Health Products includes (i) Finished Pharmaceutical Products; (ii) durable health products (including but not limited to mosquito nets, laboratory equipment, radiology equipment and supportive products); and (iii) consumable/single-use health products (including but not limited to condoms, rapid and non-rapid diagnostic tests, insecticides, aerial sprays against mosquitoes, breast milk substitute and injection syringes).

International Conference on Harmonization of Technical Requirements for the Registration of Pharmaceuticals for Human Use (ICH) is an initiative involving regulatory bodies and pharmaceutical industry experts that was established to make recommendations on ways to achieve greater harmonization in the interpretation and application of technical

guidelines and requirements for product registration. ICH member countries are specified on its website: http://www.ich.org .

Medicine means an active pharmaceutical ingredient that is intended for human use.

National Drug Regulatory Authority (NDRA) means the official authority regulating Health Products in a country.

NDRA-Recognized Laboratories means Quality Control laboratories selected by NDRAs according to their standards to conduct their Quality Control testing for Finished Pharmaceutical Products.

Pharmaceutical Inspection Cooperation Scheme (PIC/S) means the Swiss association of inspectorates which provides a forum for GMP training. The PIC/S is not subject to any international or domestic regulations. PIC/S member countries are specified on its website: http://www.picscheme.org.

Product Formulation means an active pharmaceutical ingredient (or combination of ingredients), dosage form and strength.

Quality Control means all measures taken, including the setting of specification sampling, testing and analytical clearance, to ensure that starting material, intermediate, packaging material and Finished Pharmaceutical Products conform with established specifications for identity, strength, purity and other characteristics.

Stringent Drug Regulatory Authority means a regulatory authority which is (a) a member of the ICH (as specified on its website); or (b) an ICH Observer, being the European Free Trade Association (EFTA), Health Canada and WHO (as may be updated from time to time); or (c) a regulatory authority associated with an ICH member through a legally binding mutual recognition agreement.

WHO Prequalification Programme means the programme managed by WHO which prequalifies (a) Medicines that are considered to be acceptable for procurement by the United Nations and specialized agencies; and (b) Quality Control laboratories for Medicines.

(b) **HEALTH PRODUCT MANAGEMENT ASSESSMENT AND PSM PLAN**

Due to the complexity and significant risks of the procurement of Health Products, Grant funds may not be used to finance such procurement until:

i. the Global Fund has assessed the Principal Recipient's capability to manage such procurement; and

ii. the Principal Recipient has submitted to the Global Fund, in form and substance satisfactory to the Global Fund, a plan for the procurement, use and supply management of Health Products that is consistent with this Article, (the "PSM Plan").

The Global Fund shall advise the Principal Recipient in writing whether it has approved the PSM Plan. The Principal Recipient shall ensure that the procurement and supply management of Health Products under the Program is carried out in accordance with the approved PSM Plan. The Principal Recipient must submit any proposed changes to the approved PSM Plan to the Global Fund for approval.

(c) **LIST OF MEDICINES TO BE PROCURED**

Grant funds may only be used to procure a Medicine that appears in the current Standard Treatment Guidelines (STG) or Essential Medicines Lists (EML) of the WHO, the Host Country government or an institution in the Host Country recognized by the Global Fund. The PSM Plan shall include the STG/EML that will apply to the Program.

The Principal Recipient shall submit a technical justification to the Global Fund if it intends to procure a Medicine that (i) was not specified in the grant proposal approved by the Global Fund; and (ii) is included in the relevant STG/EML of the Host Country government or an institution in the Host Country recognized by the Global Fund, but not included in the STG/EML of the WHO, or vice versa.

(d) **PROCUREMENT RESPONSIBILITIES**

In circumstances where the Global Fund has determined that the Principal Recipient possesses the requisite procurement capacity, the Principal Recipient shall be responsible for all procurement under the Agreement, and at its discretion, may use, or permit its Sub-recipients to use, contracted local, regional or international procurement agents to conduct procurements. If the Global Fund has determined that the Principal Recipient does not possess the requisite procurement capacity, the Principal Recipient shall use established regional or international procurement agents or other mechanisms acceptable to the Global Fund, but shall remain responsible for compliance of all procurement with the terms of this Agreement.

When a Sub-recipient carries out procurement of Health Products, the Principal Recipient shall ensure that such procurement is carried out in compliance with this Agreement.

In all cases, the Principal Recipient is encouraged to use, or cause Sub-recipients to use, capable regional and global procurement mechanisms wherever pooling of demand reduces prices for products and improves procurement efficiency.

(e) **PROCUREMENT PRACTICES**

The Principal Recipient shall ensure that the procurement of Finished Pharmaceutical Products under this Agreement adheres to the Interagency Operational Principles for Good Pharmaceutical Procurement. In cases where actual practices differ from these principles, the Principal Recipient shall demonstrate to the Global Fund that it has established a comparable system of competitive, transparent and accountable procurement using a group of pre-qualified suppliers and the application of necessary quality assurance mechanisms.

In addition, Principal Recipients shall ensure that the procurement of Finished Pharmaceutical Products under this Agreement complies with the principles set forth in the Interagency Guidelines: A Model Quality Assurance System for Procurement Agencies (as amended from time to time).

(f) **LOWEST POSSIBLE PRICE**

The Principal Recipient shall use good procurement practices when procuring Health Products, including competitive purchasing from pre-qualified manufacturers and suppliers, as outlined in sub-section (e) above, to attain the lowest possible price of products that comply with the quality assurance standards specified in this Agreement. In determining what constitutes the "lowest possible price", the Principal Recipient may take into account the unit price for the products, product registration, the delivery and insurance costs, and the delivery timeframe and method. With respect to durable products, the lowest possible price shall take into account the total cost of ownership, including the cost of reagents and other consumables as well as costs for annual maintenance.

(g) **QUALITY STANDARDS FOR ALL FINISHED PHARMACEUTICAL PRODUCTS**

Grant funds may only be used to procure Finished Pharmaceutical Products that have been authorized for use by the National Drug Regulatory Authority in the Host Country where the products will be used.

(h) **ADDITIONAL QUALITY STANDARDS FOR ANTIRETROVIRAL, ANTIMALARIAL AND/OR ANTITUBERCULOSIS FINISHED PHARMACEUTICAL PRODUCTS**

In addition to the quality standards specified in sub-section (g) above, Grant funds may only be used to procure antiretroviral, antimalarial and/or antituberculosis Finished Pharmaceutical Products that meet one of the following quality standards:

i. the product is prequalified under the WHO Prequalification Program or authorized for use by a Stringent Drug Regulatory Authority; or

ii. the product has been recommended for use by the Expert Review Panel, as described in paragraph i of sub-section (i) below.

Such products may only be procured with Grant funds in accordance with the selection process specified in sub-section (i) below.

(i) **SELECTION PROCESS FOR PROCURING ANTIRETROVIRAL, ANTIMALARIAL AND/OR ANTITUBERCULOSIS FINISHED PHARMACEUTICAL PRODUCTS**

i. If there are two or more Finished Pharmaceutical Products Available for the same Product Formulation that are either prequalified by the WHO Prequalification Programme or authorized for use by a Stringent Drug Regulatory Authority, the Principal Recipient may only use Grant funds to procure a Finished Pharmaceutical Product that meets either of those standards.

ii. If a Principal Recipient determines that there is only one or no Finished Pharmaceutical Product Available that is prequalified by the WHO Prequalification Programme or authorized for use by a Stringent Drug Regulatory Authority and it wishes to use Grant funds to procure an alternate Finished Pharmaceutical Product, it must request confirmation from the Global Fund that the Principal Recipient's determination is accurate and that the alternate Finished Pharmaceutical Product is currently recommended for use by the Expert Review Panel. If the Global Fund provides this confirmation, the Principal Recipient may enter into a contract with a supplier for the procurement of the alternate Finished Pharmaceutical Product that has been recommended for use by the Expert Review Panel at any time until the end of the ERP Recommendation Period, but the duration of the contract shall not exceed 12 months. That is, the Principal Recipient may not place an order for that Finished Pharmaceutical Product under the contract more than 12 months after the contract is signed.

(j) **QUALITY STANDARDS FOR LONG-LASTING INSECTICIDAL MOSQUITO NETS**

Grant funds may only be used to procure long-lasting insecticidal mosquito nets that are recommended for use by the WHO Pesticide Evaluation Scheme.

(k) **QUALITY STANDARDS FOR ALL OTHER HEALTH PRODUCTS**

Grant funds may only be used to procure Health Products other than Finished Pharmaceutical Products or long-lasting insecticidal mosquito nets, if they are selected from lists of pre-qualified products, if any, and comply with quality standards applicable in the Host Country where such products will be used, if any.

(l) **MONITORING SUPPLIER PERFORMANCE**

The Principal Recipient shall monitor the performance of suppliers with respect to the quality of the goods and services they supply and shall submit the information gathered to the Global Fund electronically for publication over the

Internet through the Price and Quality Reporting mechanism referred to in sub-section (r).

(m) **MONITORING PRODUCT QUALITY**

The Principal Recipient shall have systems in place to monitor the quality of Health Products financed under this Agreement that are acceptable to the Global Fund.

(n) **QUALITY CONTROL TESTS OF FINISHED PHARMACEUTICAL PRODUCTS**

i. Subject to paragraph ii below, the Principal Recipient shall ensure that random samples of Finished Pharmaceutical Products financed under the Agreement are obtained at different points in the supply chain, from initial receipt of the products in the Host Country to the delivery of those products to patients. Such samples shall be sent to one of the following laboratories for Quality Control testing:

(a) a laboratory prequalified by the WHO Prequalification Programme;

(b) an NDRA or NDRA-Recognized Laboratory that meets one of the following criteria:

(i) Prequalified by WHO Prequalification Programme, or

(ii) Accredited in accordance with ISO17025; or

(c) a laboratory contracted by the Global Fund.

Such Quality Control testing may be conducted in accordance with protocols and standard operating procedures prescribed by the Global Fund, as may be amended from time to time.

The Principal Recipient shall submit the results of the Quality Control tests to the Global Fund, which may be made available to the public.

ii. If a Principal Recipient procures a Finished Pharmaceutical Product that has been recommended for use by the Expert Review Panel, the Global Fund will make the necessary arrangements for randomly selected samples of the Finished Pharmaceutical Product to be tested for Quality Control purposes, in accordance with advice provided by the Expert Review Panel, prior to the shipment and delivery of that product by the manufacturer to the Principal Recipient or other designated recipient. The Principal Recipient shall ensure that its contract with the manufacturer affords the Global Fund right to (a) obtain the manufacturer's specifications; (b) remove samples of products and conduct random Quality Control testing while the products are within the possession of the manufacturer; and (c) make the results of such testing public. The cost of any such sampling and testing of the Finished Pharmaceutical Product shall be borne by the Global Fund.

(o) **SUPPLY CHAIN AND INVENTORY MANAGEMENT**

With regard to the supply chain for Health Products financed under the Program, the Principal Recipient shall seek to ensure optimal reliability, efficiency and security.

The Principal Recipient shall comply with, and shall ensure that its Sub-Recipients comply with the WHO Guidelines for Good Storage Practices and Good Distribution Practices for Pharmaceutical Products. The Global Fund may approve deviations from such guidelines if the Principal Recipient can demonstrate to the Global Fund that comparable systems have been implemented to manage the storage and distribution of Finished Pharmaceutical Products procured with Grant funds.

(p) **AVOIDANCE OF DIVERSION**

The Principal Recipient shall implement and ensure that Sub-recipients implement procedures that will avoid the diversion of Program-financed health products from their intended and agreed-upon purpose. The procedures shall include the establishment and maintenance of reliable inventory management, first-in first-out stock control systems, internal audit systems, and good governance structures to ensure the sound operation of these systems.

(q) **ADHERENCE TO TREATMENT PROTOCOLS, DRUG RESISTANCE AND ADVERSE EFFECTS**

The Principal Recipient shall implement mechanisms to:

i. encourage patients to adhere to their prescribed treatments (which mechanisms shall include but not be limited to fixed-dose combinations, once-a-day formulations, blister packs, and peer education and support);

ii. ensure prescribers' adherence to agreed treatment guidelines;

iii. monitor and contain drug resistance; and

iv. monitor adverse drug reactions according to existing international guidelines.

To help limit resistance to second-line tuberculosis Medicines and to be consistent with the policies of other international funding sources, all procurement of Medicines to treat multi-drug resistant tuberculosis financed under the Agreement must be conducted through the Green Light Committee of the Global Stop TB Partnership.

(r) **PRICE AND QUALITY REPORTING**

Upon receipt in the country of Health Products purchased with Grant funds, the Principal Recipient shall promptly report to the Global Fund the prices it has paid for such Health Products and other information related to the quality of the Health Products, as specified in, and using the form of, the Price and Quality Reporting mechanism available on the website of the Global Fund.

(s) **AMENDMENTS TO THIS ARTICLE**

The Global Fund may, from time to time, change all or part of its policy for procurement of Health Products. Notwithstanding Article 31, these policy changes will be reflected through amendments to this Article which shall apply as of the date specified by the Global Fund. The Global Fund shall provide the Principal Recipient with reasonable notice of these policy changes.

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

(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.

Article 22. USE OF GLOBAL FUND'S LOGOS OR 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 IMPLEMENTATION PERIOD

(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 IMPLEMENTATION PERIOD

Upon full or partial termination of this Agreement for any reason or the expiry of the Implementation Period, 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 Implementation Period (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 Implementation Period 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 Grant Term, and shall continue in full force and effect until the end of the Implementation Period.

(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 o Global Fund Liability) and Article 29 (Indemnification) shall survive and remain in full force and effect regardless of the expiry of the Implementation Period 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
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
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	Multi-drug resistant
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 Program
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
RDT	Rapid diagnostic test
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

SUMMARY BUDGET Years 1, 2 & 3 HIV_AIDS

(formerly Attachment A)

Program Details

Country	Republic of Guinea
Grant No.	GIN-H-CNLS
PR	Executive Secretariat of the National AIDS Council- SE/CNLS
Currency	USD
Grant Cycle phase	Implementation Period 1

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

	Q1	Q2	Q3	Q4		Q5	Q6	Q7	Q8		Q9	Q10	Q11	Q12	
Period Covered: from	1-Jan-12	1-Apr-12	1-Jul-12	1-Oct-12		1-Jan-13	1-Apr-13	1-Jul-13	1-Oct-13		1-Jan-14	1-Apr-14	1-Jul-14	1-Oct-14	
Period Covered: to	31-Mar-12	30-Jun-12	30-Sep-12	31-Dec-12		31-Mar-13	30-Jun-13	30-Sep-13	31-Dec-13		31-Mar-14	30-Jun-14	30-Sep-14	31-Dec-14	

A- SUMMARY BUDGET BREAKDOWN BY EXPENDITURE CATEGORY

#	Category	Year 1 Q1	Year 1 Q2	Year 1 Q3	Year 1 Q4	Total Year 1	Year 2 Q5	Year 2 Q6	Year 2 Q7	Year 2 Q8	Total Year 2	Year 3 Q9	Year 3 Q10	Year 3 Q11	Year 3 Q12	Total Year 3	TOTAL Implementation Period 1	%
1	Human Resources	30,630	30,630	30,630	30,630	**122,520**	30,630	30,630	30,630	30,630	**122,520**	30,630	30,630	30,630	30,630	**122,520**	**367,560**	2%
2	Technical Assistance	96,575	42,000	46,500	60,000	**245,075**	42,000	43,875	42,000	60,000	**187,875**	2,625	0	0	18,000	**20,625**	**453,575**	3%
3	Training	19,999	82,044	62,321	8,292	**172,656**	117,382	27,197	0	0	**144,579**	59,949	9,950	0	0	**69,899**	**387,134**	2%
4	Health Products and Health Equipment	0	347,127	180,000	0	**527,127**	89,469	938,320	0	0	**1,027,789**	1,244,956	4,325	0	0	**1,249,281**	**2,804,198**	18%
5	Medicines and Pharmaceutical Products	0	269,058	0	0	**269,058**	0	2,527,422	0	0	**2,527,422**	4,272,020	0	0	0	**4,272,020**	**7,068,500**	45%
6	Procurement and Supply Management Costs	0	103,715	0	0	**103,715**	8,867	771,015	0	0	**779,883**	1,211,292	0	0	0	**1,211,292**	**2,094,890**	13%
7	Infrastructure and Other Equipment	73,655	536,770	0	0	**610,425**	333,600	0	0	0	**333,600**	0	0	0	0	**0**	**944,025**	6%
8	Communication Materials	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	
9	Monitoring and Evaluation	36,320	35,995	20,996	103,154	**196,465**	17,406	25,949	23,842	20,819	**88,016**	108,401	6,792	6,437	59,159	**180,789**	**465,271**	3%
10	Living Support to Clients/Target Population	16,500	26,000	6,000	4,200	**52,700**	52,740	9,690	9,690	9,690	**81,810**	21,540	61,240	12,990	12,990	**108,760**	**243,270**	2%
11	Planning and Administration	106,250	86,473	29,033	85,955	**307,710**	123,709	33,521	27,533	45,494	**230,257**	86,739	28,021	40,033	39,236	**194,029**	**731,997**	5%
12	Overheads	4,760	0	0	0	**4,760**	7,141	0	0	0	**7,141**	0	0	0	0	**0**	**11,901**	0.1%
13	Other	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**	
	TOTAL*	**384,689**	**1,559,813**	**375,480**	**292,231**	**2,612,213**	**822,945**	**4,407,619**	**133,695**	**166,633**	**5,530,892**	**7,038,153**	**140,958**	**90,090**	**160,015**	**7,429,216**	**15,572,321**	100%

B. SUMMARY BUDGET BREAKDOWN BY PROGRAM ACTIVITY

0

#	Macro-category	Objectives	Service Delivery Area**	Year 1 Q1	Year 1 Q2	Year 1 Q3	Year 1 Q4	Total Year 1	Year 2 Q5	Year 2 Q6	Year 2 Q7	Year 2 Q8	Total Year 2	Year 3 Q9	Year 3 Q10	Year 3 Q11	Year 3 Q12	Total Year 3	TOTAL Implementation Period 1	%
	HIV Prevention	1	Prevention: STI diagnosis and treatment: Diagnostique et prise en charge des IST	5,721	11,244	0	244	**17,209**	3,536	25,963	3,536	3,780	**36,814**	25,963	3,536	3,780	3,536	**36,814**	**90,837**	1%
	HIV Prevention	1	Prevention: Testing and Counseling	3,532	151,637	0	4,793	**159,961**	173,357	135,694	0	4,793	**313,843**	135,694	0	0	4,793	**140,487**	**614,291**	4%
	HIV Prevention	1	Prevention: Blood safety and universal precaution	0	31,245	8,292	13,085	**52,621**	8,292	142,610	0	4,793	**155,695**	163,035	0	0	4,793	**167,828**	**376,144**	2%
	HIV Prevention	1	Prevention: PMTCT PTME tests et conseils pour les femmes enceintes	2,005	221,512	4,517	7,261	**235,294**	183,520	525,553	8,040	14,101	**731,214**	932,936	24,714	9,840	10,439	**977,929**	**1,944,438**	12%
	HIV Prevention	1	Prevention: PMTCT Diagnostic précoce	6,500	35,540	11,024	0	**53,064**	6,000	207,570	7,649	500	**221,719**	219,336	0	500	7,649	**227,485**	**502,268**	3%
	HIV Treatment	2	Treatment: Antiretroviral treatment (ARV) and monitoring	37,215	494,969	215,530	27,232	**774,946**	119,247	3,224,238	12,500	2,500	**3,358,485**	5,291,601	2,500	2,500	18,719	**5,315,320**	**9,448,750**	61%
	HIV Treatment	2	Treatment: Prophylaxis and treatment for opportunistic infections	3,000	8,292	11,111	0	**22,403**	23,548	0	0	0	**23,548**	0	0	0	0	**0**	**45,951**	0%
	HIV TB/HIV Collaborative Activities	2	TB/HIV collaborative activities: TB/HIV	0	44,337	4,146	0	**48,483**	44,337	9,453	0	0	**53,789**	44,337	0	0	0	**44,337**	**146,609**	1%
	HIV Care and Support	2	Care and support: Care and support for the chronically ill	73,752	107,015	3,300	1,500	**185,566**	56,832	960	960	960	**59,712**	20,325	50,710	2,460	2,460	**75,955**	**321,233**	2%
	HIV Supportive Environment	2	Supportive environment: Stigma reduction in all settings	35,738	12,917	0	0	**48,655**	0	15,654	0	0	**15,654**	0	488	0	0	**488**	**64,797**	0.4%
	HSS: Supportive Environment	3	HSS: Information system & Operational research	34,665	18,139	3,347	98,751	**154,903**	37,818	22,261	3,347	7,545	**70,971**	99,312	3,347	3,347	22,261	**128,267**	**354,140**	2%
	HSS: Supportive Environment	3	Supportive environment: Program management and administration	182,562	422,968	114,214	139,366	**859,109**	166,458	97,663	97,663	127,663	**489,447**	105,615	55,663	67,663	85,366	**314,307**	**1,662,863**	11%
	TOTAL*	**384,689**	**1,559,813**	**375,480**	**292,231**	**2,612,213**	**822,945**	**4,407,619**	**133,695**	**166,633**	**5,530,892**	**7,038,153**	**140,958**	**90,090**	**160,015**	**7,429,216**	**15,572,321**	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 1 Q1	Year 1 Q2	Year 1 Q3	Year 1 Q4	Total Year 1	Year 2 Q5	Year 2 Q6	Year 2 Q7	Year 2 Q8	Total Year 2	Year 3 Q9	Year 3 Q10	Year 3 Q11	Year 3 Q12	Total Year 3	TOTAL Implementation Period 1	%
1	PR	SE/CNLS	Other Government	217,227	441,107	117,561	238,117	**1,014,012**	204,276	119,924	101,010	135,208	**560,418**	204,927	59,010	71,010	107,627	**442,574**	**2,017,004**	13%
2	SR	PNPCSP	Other Government	5,721	42,488	8,292	13,328	**69,830**	11,827	168,573	3,536	8,572	**192,509**	188,998	3,536	3,780	8,329	**204,642**	**466,981**	3%
3	SR	DREAM/PNPCSP/SE CNLS	NGO/CBO/Academic	40,215	547,598	230,787	27,232	**845,831**	187,132	3,233,690	12,500	2,500	**3,435,822**	5,335,938	2,500	2,500	18,719	**5,359,656**	**9,641,310**	62%
3	SR	REGAP+	NGO/CBO/Academic	109,480	119,932	3,300	1,500	**234,221**	56,832	16,614	960	960	**75,367**	20,325	51,198	2,460	2,460	**76,442**	**386,030**	2%
4	SR	PSI/PNPCSP	Private Sector	3,532	151,637	0	4,793	**159,961**	173,357	135,694	0	4,793	**313,843**	135,694	0	0	4,793	**140,487**	**614,291**	4%
5	SR	UNICEF/PNPCSP	Other Multilateral Organisation	8,505	257,052	15,541	7,261	**288,358**	189,520	733,124	15,689	14,601	**952,934**	1,152,272	24,714	10,340	18,088	**1,205,414**	**2,446,706**	16%
6	Please Select		Please Select					**0**					**0**					**0**	**0**	
7	Please Select		Please Select					**0**					**0**					**0**	**0**	
	TOTAL*	**384,689**	**1,559,813**	**375,480**	**292,231**	**2,612,213**	**822,945**	**4,407,619**	**133,695**	**166,633**	**5,530,892**	**7,038,153**	**140,958**	**90,090**	**160,015**	**7,429,216**	**15,572,321**	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 1, 2 & 3: Indicators, Targets and Periods covered

VIH

Program details

Country:	Republic of Guinea
Disease:	HIV/AIDS
Grant No.:	GIN-H-CNLS
Principal recipient:	Executive Secretariat of the National AIDS Council - SE/CNLS

A. Periods covered and deadlines for submitting disbursement requests/progress reports

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8	Quarter 9	Quarter 10	Quarter 11	Quarter 12
Period Covered: from	1-Jan-12	1-Apr-12	1-Jul-12	1-Oct-12	1-Jan-13	1-Apr-13	1-Jul-13	1-Oct-13	1-Jan-14	1-Apr-14	1-Jul-14	1-Oct-14
Period Covered: to	31-Mar-12	30-Jun-12	30-Sep-12	31-Dec-12	31-Mar-13	30-Jun-13	30-Sep-13	31-Dec-13	31-Mar-14	30-Jun-14	30-Sep-14	31-Dec-14
Deadline for submitting the progress report*	15-May-12	14-Aug-12	14-Nov-12	14-Feb-13	15-May-13	14-Aug-13	14-Nov-13	14-Feb-13	15-May-14	14-Aug-14	14-Nov-14	14-Feb-15
Disbursement request? (Y, N)	N	Y	N	Y	N	Y	N	Y	N	Y	N	Y

* usually 45 days after the end of the period

	Year 1	Year 2	Year 3
Deadline for submitting the audit report	30 June 2013	30 June 2014	30 June 2015

B. Program goals, impact and outcome indicators

Goals:	
1	Contribute to accelerating universal access to epidemic prevention services to attain MDG 6
2	Contribute to accelerating universal access to treatment, care and support services for PLWHA to attain MDG 6

Impact indicator number	Indicator	Basic data			Targets						Comments*
		Value	Year	Source	Year 1	Deadline for submitting the report	Year 2	Deadline for submitting the report	Year 3	Year 4	Year 5	
1	Percentage of babies born with HIV to mothers with HIV	**22%**	2010	UNGASS	**19.8%**	15-Feb-13	**17%**	15-Feb-14	**14%**	**12%**	**10%**	**Numerator**: Estimated new cases of children infected with HIV **Denominator** estimated number of pregnant women in need of PMTCT the indicator will change as follows: Year 1 = 29.94%, Year 2 = 27.03% and Year 3 = 24.21% However, given the R1 10 contnbution and others, the performance will be: Year 1 = 19.8%, Year 2 = 17%, Year 3 = 14%, Year 4 = 12% and Year 5 = 10%
2	Percentage of HIV-positive individuals among female sex workers	34.4%	2007	ESCOMB (behavioral surveillance survey)			4.4% baseline reduction	August 15, 2013		8.4% baseline reduction		The national baseline will be updated based on the results of ESCOMB 2011, (source of funding: local and government partners) The target progression indicated in the initial Proposal remains unchanged ESCOMB year 2 and year 4 local co-funding partners, government and the Global Fund **Numerator**: Number of HIV-positive sex workers who have tested positive for HIV **Denominator:** Number of sex workers tested for HIV this indicator will be broken down by age (less than 25 and older than 25)
3	Percentage of adults and children infected with HIV that we know are still being treated with antiretroviral drugs 12 months after the treatment began	78%	2008	Reports (UNGASS 2010)	95%	15-May-13	95%	15-May-14	96%	96%	96%	Method: Monitoring Sources: follow-up record for patients on ARVs Indicator chosen: Grant measure No. 2 Year 1 target in harmony with year 5 target for R 6 **Numerator**: Number of adults and children infected with HIV that we know are still being treated with antiretroviral drugs 12 months after the treatment began **Denominator:** Total number of adults and children who started antiretroviral treatment over the course of the 12 months prior to the period during which the data was sent, including those who have died, those who ceased treatment and those who we are no longer able to contact This indicator will be broken down by gender and age (children 0-14 and adults aged 15 and over)

Outcome indicator number	Indicator	Basic data			Targets						Comments*
		Value	Year	Source	Year 1	Deadline for submitting the report	Year 2	Deadline for submitting the report	Year 3	Year 4	Year 5	
1	Percentage of the active file on ARVs being monitored in mining hospitals	4%	2010	Reports (care sites and mining hospitals)	6%	2012	8%	February 15, 2013	10%	12%	12%	Method: routine collection Sources: Reports from mining hospital care sites **Numerator:** active file on ARVs being monitored in mining hospitals **Denominator**: active national file
2	Percentage of male and female sex workers who reported that they had used a condom with their most recent client within the past 12 months	65%	2007	ESCOMB (behavioral surveillance survey)			70%	August 15, 2013		85%		The national baseline will be updated based on the results of ESCOMB 2011, (source of funding: local and government partners) ESCOMB year 2 and year 4 local co-funding partners, government and the Global Fund **Numerator**: Number of sex workers questioned who indicated that they had used a condom with their most recent client within the past 12 months **Denominator**: Number of sex workers questioned who indicated that they had had sexual relations during the course of the past 12 months

3	Percentage of young women and men aged 15-24 who both correctly identify ways of preventing the sexual transmission of HIV and who reject major misconceptions about HIV transmission (MDG indicator)	16.2%	2007	ESCOMB (behavioral surveillance survey)			5% baseline increase	August 15, 2013		10% baseline increase		The national baseline will be updated based on the results of ESCOMB 2011, (source of funding: local and government partners). ESCOMB year 2 and year 4 local co-funding partners, government and the Global Fund. R 6 year 5 target = 30% (Boké Corridor regional study) while the R 10 target = the national target **Numerator:** Number of people aged 15 to 24 who were surveyed and who answered correctly the five following questions: 1. Can the risk of HIV transmission be reduced by having sex with only one uninfected partner who has no other partners? 2. Can a person reduce the risk of getting HIV by using a condom every time they have sex? 3. Can a healthy-looking person have HIV? 4. Can a person get HIV from mosquito bites? 5. Can a person get HIV by sharing food with someone who is infected? **Denominator:** Number of people surveyed (aged 15 to 24)
4	Percentage of the populations at risk (Sex Workers) reached with HIV prevention programs	92,1%	2007	ESCOMB (behavioral surveillance survey)			2% baseline increase	August 15, 2013		4% baseline increase		ESCOMB 2011, the national baseline will be updated (source of funding: local and government partners), ESCOMB year 2 and year 4 local co-funding partners, government and the Global Fund. The targets will be updated based on the ESCOMB 2011 results This indicator was selected in the initial proposal from the list of process indicators but as ESCOMB will measure it, it has been moved to the list of outcome indicators. **Numerator**: Number of people within the populations with the highest risk of infection (SW and clients) who answered "YES" to the two following questions: 1. Do you know where you can go if you wish to receive an HIV test? 2. In the last twelve months, have you been given condoms? **Denominator:** Total number of people surveyed
5	Percentage of women and men aged 15 to 49 whose behavior indicated acceptance of people living with HIV	15%	2007	ESCOMB (behavioral surveillance survey)			5% baseline increase	August 15 2013		10% baseline increase		ESCOMB 2011 = Updated baseline (source of funding: local and government partners). ESCOMB year 2 and year 4 local co-funding partners, government and the Global Fund. The targets will be updated based on the ESCOMB 2011 results. The pace of increase has been aligned with the trend observed over the course of previous studies (5% reduction every two years). **Numerator:** Percentage of people surveyed whose behavior indicated acceptance of people living with HIV. **Denominator:** Total number of people surveyed
6	Percentage of actual schooling of orphans aged 10 to 14	ND		DHS/DHS+ (demographic and sanitary survey)	To be determined by EDS in 2012	2013					15% baseline increase	The report of the projected impact of AIDS in 2003 indicates approximately 82,000 AIDS orphans in 2015 (revised 2003 version of CNLS and other partners). The EDS IV+ will measure the indicator in 2012 by collecting household, Source funding: USAID, Global Fund, Government and bilateral and multilateral partners ; this indicator will be measured every five years. **Numerator**: Number of children 10 to 14 who have lost their two parents, living in homes that are still in school **Denominator**: Number of children 10 to 14 who have lost their two parents. Note: The numerator takes into account the OVCs whose parents have died for any cause. For the financing we will propose a contribution from global fund around $ 25 000, the indicator will be considered among the UNGASS indicators, in preparing the national report and the results entered in the submission tool online report.
7	Percentage of actual schooling of non- orphans aged 10 to 14.	ND		DHS/DHS+ (demographic and sanitary survey)	To be determined by EDS in 2012	2013					10% baseline increase	The projection of non-orphans was not made, and their number can be estimated by the EDS IV+ where the indicator will be included in the survey in 2012 (collected by household survey) Source of funding: USAID, Global Fund , Government and bilateral and multilateral partners, this indicator will be measured every five years. **Numerator**: Number of children 10 to 14, living in a household with at least one of the two parents alive and are still in school **Denominator**: Number of children 10 to 14 whose both parents are alive and who live with at least one of them.

* please specify the measurement source for the indicator and whether it is different than the source for the basic data

C. Program objectives, service delivery areas and coverage indicators

Objective number	Description of the objective
1.1	Reduce the number of new infections among vulnerable and high-risk populations within 5 years
1.2	Reduce the number of new infections among children born to HIV-positive mothers within 5 years
2.1	Provide medical care to PLWHA adults and children (including TB/HIV co-infections) within 5 years
2.2	Provide psychology, nutrition, social and economic care to eligible PLWHA and OVC within 5 years
3.1	Improve access for key populations to quality services through strengthening the community system (CS) within 5 years
3.2	Ensure the sustainability of prevention measures and overall care for PLWHA through strengthening the public-private co-investment partnership
3.3	Strengthen the national strategic information on HIV and Governance Grant

Indicator number	Objective number	Service delivery areas	Indicator	Basic data (if applicable)			Targets for years 1 to 3												Related to	Cumulative targets (Y-over the duration of the program/Y-cumulative per year/N-non cumulative)	Basic data included Y or N	Top 10 indicators	Comments
				Value	Year	Source	First year				Second year				Third year								
							Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12					
1	1.1	1.1.3 Diagnosis and treatment of STI (sexually transmitted infections)	Number of sex workers with STI treated in the Adapted Services using the syndrome approach	18 000	2008	Annual NHIMS and MSPH reports					3,450	6,900	10,350	13,800	3,450	6,900	10,350	13,800	FM	Y – cumulative per year	N	Top 10	Initial proposal: STI activity planned for phase 1 at 10 sites (Year 1: 5 and Year 2: 10). Sites selected for phase 1 Round 10 = 23 (year 2 and year 3). Collection method: routine data from the adapted service sites. Basis for target calculation: 50 tests/site/month, phase 1: Year 1 = 0, year 2 = 13 800 and year 3 = 13800, as compared with 12 000 in the initial proposal. Option made: AN1 R10: no rehabilitation / integration of new site (no activities STI) AN2 R10: 23 sites fonctionnels Data collection to inform this indicator is in the sites of appropriate services. The PR has canceled the rehabilitation of 10 SA sites that were provided for 1 year in the original proposal for budgetary reasons to ensure the purchase of adults ARVs which was planned in year one of the grant, for the year 2 and 3. the data will be collected in the 23 old R6 appropriate services.
																							Number of VCT sites: -Initial proposal = 105 VCT sites (70 new and 35 old R6)

2	1.1	1.1.4 Testing and Counseling	Number and percentage of people that have been tested, received HIV counseling and have received their results	14163	2010	PUDR/R6 Q10		29.681	48,217	66.753	16.613	33,226	50.649	68.073	17.423	35,656	53.889	72,123	Programme National	Y – cumulative per year	N	Top 10	-Current: Year 1 = 20, year 2 = 85 and year 3 = 85. Number of LTO sites -Initial proposal = 38 sites -Current = 47 sites Total testing sites (LTO and VCT): Year 1: 67, year 2: 132, year 3: 132 sites (PR SE/CNLS sites exclusively) Number of tests to be done - Initial proposal: year 1 = 18 000, year 2 = 42 000, year 3 = 63 000. - Current: Year 1 = 61 787 (22 237 CNLS + 32 800 Round 6 + 6750 GIZ). Year 2 = 75 637 (61 237 CNLS + 14 400 GIZ) Year 3 = 80 137 (61 237 CNLS + 18 900 GIZ) Total number of people to be tested in 3 years =147 780 -90% of the people tested must receive their result The indicator is based on the number of people who will receive their result after the test: Year 1 = 55 608 (20 013 CNLS + 29 520 Round 6 + 6075 GIZ) = Q2 to Q4 Year 2 = 68 073 (55 113 CNLS + 12 960 GIZ) = Q4 to Q8 Year 3 = 72 123 (55 113 CNLS + 17 010 GIZ) = Q9 to Q12. Total number of people, in 3 years, to be tested and receive their result = 133002 Each quarter, the PR will report on the number of HIV positive patients among the people tested. Numerator: Number of people that have been tested, received HIV counseling and have received their results Denominator: Number of people that have been tested and have received HIV counseling
3	1.1	1.1.6 Blood transfusion safety and universal precautions	Number and percentage of blood bags tested for HIV in accordance with the national directives and who that have been subject to external quality controls	NA	NA	NA				10%			15%				15%	Current Grant	N – non cumulative	N	Non Top 10	The number of blood bags expected per year is 13 200 for the initial proposal. R6 will contribute up to 10 000 bags per year until December 31, 2012. R10 will provide funds for 3200 blood bags in 2012 (year 1), in 2013 (year 2) = 13 200 and 2014 (year 3) = 13 200. Sources: CNTS sites quarterly reports Numerator: number of blood bags tested for HIV and that have been subject to external quality controls Denominator: Number of blood bags for transfusion Method: Year 1: 10% EQA, year 2 and year 3: 15% EQA. The PR will report on the results of the quality assurance tests in the relevant PU/DR.
4	1.1	1.2.1 PMTCT (testing and counseling for pregnant women)	Number of pregnant women who were tested for HIV and who know their results	89683	2010	PUDR/R6 Q12	13.790	27,580	41,370	55.160	20.100	40,200	60,300	80,400	24,600	49,200	73.800	98,400	FM	Y – cumulative per year	N	Top 10	New indicator Targets year1= 55160 (16000 CNLS + 39160 R6) T1, T2, T3, T4= 13790 (9790 R6 +4000 CNLS). Targets year 2: 80400 CNLS from which 20100 per quarter Targets year 3: 98400 CNLS from which 24600 per quarter
5	1.2	1.2.1 PMTCT (testing and counseling for pregnant women)	Number and percentage of Centers that offer the minimum package of PMTCT services	79(17%)	2010	Point reports on the HIV epidemic and response to HIV in Guinea 2010	79	99	99	99	134	134	134	134	164	164	164	164	Programme National	N – non cumulatives	N	Non Top 10	In the initial proposal, 120 sites will be functional for R 10, of which 40 in year 1 and 80 in year 2. Basic data = 79 sites (29 UNICEF and 50 GF) Sites chosen for the 3 years of R 10: Year 1 = 20 sites Year 2 = 114 sites (79 old + 35 new in year 2) Year 3 = 30 sites Total number of sites to be supplied over the course of the 3 years = 20 + 114 + 30, or a total of 164 sites. Collection method: routine data from the PMTCT sites Numerator: Number of centers that offer the minimum PMTCT services Denominator: Number of centers that should offer the minimum PMTCT services. The percentage for this indicator will be calculated based on the national PMTCT coverage for PNC centers (464) Year 1: (20 + 79)/464 = 21.33% Year 2: (99 + 35)/464 = 28.8% Year 3: (134 + 30)/464 = 35.34% Source: PNPCSP/MSHP quarterly reports Operational criteria for the sites = the presence of at least one trained service provider + Absence supply interruptions (reagents and ARV prophylactics) GF share = 82.31% (135/164). Minimum PMTCT package = PMTCT site which 1) screen pregnant women, 2) give ARV prophylaxis to HIV positive pregnant women during pregnancy, childbirth and postpartum. 3) give ARV prophylaxis to children born from HIV positive mothers
6	1.1	1.2.2 PMTCT (ARV prophylaxis)	Number and percentage of HIV-positive pregnant women who have received antiretroviral prophylaxis to reduce the risk of transmitting HIV from mother to child (full PMTCT)	2883	2010	PUDR/R6 Q12			1654 (70%)	2272 (70%)	397 (70%)	795 (70%)	1192 (70%)	1589 (70%)	490 (70%)	998 (70%)	1587 (70%)	2095 (70%)	GF and other donors (non national)	Y – cumulative per year	N	Top 10	Target indicators were modified because this initially concerned all pregnant women receiving ARV. But currently = pregnant women with complete PMTCT. Complete PMTCT = ARV (during pregnancy + during and after childbirth) Expected number of post-partum women: - Initial proposal: 139 in year 1, 447 in year 2 and 1039 in year 3, or 1625 at the end of year 3. -Actual: Year1: 2272 (200 CNLS+180 GIZ+1892 Round6) The overall target of Year 1 is higher than Year 2 and Year 3 targets as the Rd6 target (1892) is including the total number of pregnant women receiving ARV while, starting in Year 2 the target only includes the number of pregnant women that will complete PMTCT Year2: 1589 (1337 CNLS+ 252 GIZ) Year3: 2095 (1636 CNLS + 459 GIZ) The number of months of treatment pre and post partum per woman is 6 months 70% of pregnant women who tested positive for HIV are on complete PMTCT. Numerator: Number of pregnant women who tested positive for HIV and who received ARV prophylaxis after childbirth Denominator: Number of pregnant women who tested positive for HIV Global Fund contribution = 135 of 164 sites, or 82.31%

7	1.1	2.1.1 Antiretroviral (ARV) and follow-up	Number and percentage of people with an advanced HIV infection who are receiving therapy based on a combination of antiretrovirals	10764	2010	PUDR/R6 Q12		11.038	11.897	12,756	12,756	12.756	13.191	13,626	14.059	14,494	14.929	15,364	FM	N – non cumulative	N	Top 10	Initial proposal = adults excluded, limited to 963 children from year 1 to year 2 Currently, the number of patients to be put on ARV in R 10 , taking into consideration R6 - Year1=12756 (421 children and 1320 adults R10 +11015 R6 - Year 2= 13626 (420 new children+1320 newadults R10 + 650 children from R6+11236 adults du R6) -Year 3=15364 (420 new children +1320 newadults R10 + 13624 R6) The total number of patients to be cared for over the course of the 3 years = (1741 + 13 624 + 1740), or 17105 patients. The 6 436 DREAM, GIZ and DWB Belgium patients from Guéckédou are not included in this total. These targets are fully funded by the Global Fund. According to Spectrum Guinea 2011, the national need for ARV = 45 607 in 2014 (year 3 of R 10) Numerator: number of PLWHA put on ARV by the GF program Denominator: number of PLWHA in need of ARV within the country The percentage for this indicator will be calculated based on the national need for ARV according to Spectrum 2011. It represents the Global Fund contribution (Round 10). Year 1 = 1741/41 253 = 4.22% Year 2 = 13 624/43 532 = 31.29% Year 3 = 17 105/45 607 = 37.50%
8	1.1	2.1.3 Tuberculosis / HIV	Number of HIV patients screened/ diagnosed with tuberculosis and referred to TB centers for diagnosis and treatment of tuberculosis	1264	2010	PUDR/R6 Q12		182	364	546	207	414	621	828	207	414	621	828	GF and other donors (non national)	Y – cumulative per year	N	Equivalent Top 10	The average number used for suspected cases of TB/HIV per quarter is that used in R 6 = (168). With the inclusion of the R 10 sites, the proportional rhythm is: 182 (Q2-Q5), 207 (Q6-Q12) These are Global Fund targets. GF share = equivalent to that for ARV, or 37.50% at the end of year 3. The indicator for HIV patients with suspected TB in sites of care referred to in the TB sites for diagnostic. The logic of target selection was made on the average number of patients referred by quarter in the R6, which was 182. With the addition of 10 new sites, the average number of 207 is found by quarter. The 207 per quarter are considered in quarter 5 following the logic of rehabilitation of new sites in the R10.
9	1.1	2.1.2 OI Prophylaxis	Number of patients being followed for HIV and who are receiving co-trimoxazole prophylaxis	79280	2010	PUDR/R6 Q12		3,011	6.022	9,033	2,302	4.604	6.906	9,207	2.346	4.692	7,038	9,384	GF and other donors (non national)	Y – cumulative per year	N	Equivalent Top 10	Collection : year 1 = 4 new sites for R 10 and year 2 = 57 sites from R 6 + 10. According to the national policy, all patients with a CD4 count that is ≤ 350 or classified as WHO stage 3 and 4, must be placed on cotrimoxazole, or 22% of the cohort. OI targets (22% of the cohort) : year 1 = 9033, year 2 = 9207 and year 3 = 9384, or a total of 27 624 at the end of the third year. The baseline was not included in this calculation. This baseline takes into account the prophylaxis and treatment for all cases of OI. GF share = 37.50%
10	1.1	2.2.1Care and support for chronic patients	Number of HIV chronic patients receiving nutritional support	NA	NA	NA		166	333	500	125	250	375	500	125	250	375	500	Current Grant	Y – cumulative per year	N	Non Top 10	The baseline will be updated when the R 6 Q1 report for phase II is produced. Method: ongoing collection from the treatment site reports. The number of patients who require support is: Initial proposal: 200 per year over the course of the first three years. Current : 500 per year, or 1500 over the course of the first three years. Attribution criteria = patients with a body mass index that the physician deems to be insufficient. The base will be updated during the first quarter of R 10. Since the country has not yet developed a national guideline in this regard, our reference is the international standards indicating that AIDS patients with a BMI below 18.5 require nutritional support since they are showing increased risk for their health.
11	1.1		Number of individual service providers trained (CDV, PTME, PEC, coordination and monitoring)	NA	NA	NA	224	791	1172	1222	703	867	867	1013	555	615	615	615	Current Grant	Y – cumulative per year	N	Top 10	The targets will be reviewed in terms of the training plan and the feasibility with the different sub-beneficiaries. TOTAL TO BE TRAINED: 1222 year1, 1013 year2 et 615 year3 or 2850people to be trained, including: VCT: 530 PMTCT: 584 Care: 1185 Other (Coordination and Monitoring): 551 A revision in the Phase 1 budget was made to save money to put on ARV more adults that was initially planned in the proposal. The targets for training activties have therefore been reduced compared to the original proposal. In the detailed budget, the PR has decided to keep intact the formulations of the activities (i.e. as written in the original proposal), but has changed the number of persons trained. The current targets are aligned with the training planned in the workplan and in the budget.