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Agência Brasileira de Cooperação

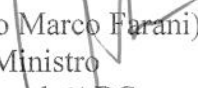
Brasília, 18 de dezembro de 2009

Ofício nº *1338* /CTRM
CT/PNUD. Projeto BRA/09/011. "Capacitação em
Governança em Rede". Documento de Projeto.
Assinatura.

Senhor Representante Residente,

Encaminho a Vossa Excelência, em apenso, para assinatura por parte do PNUD e do Conjunto das Nações Unidas sobre VIH/SIDA (ONUSIDA/Brasil), três originais do Documento de Projeto BRA/09/011 – "Projeto-Piloto de Capacitação para os Estados do Amazonas e da Bahia – Governança em Rede na resposta ao HIV e à AIDS", a ser executado pelo Departamento de DST, Aids e Hepatites Virais do Ministério da Saúde em parceria com a Sociedade Brasileira de DST – Regional do Amazonas.

Atenciosamente,


(Ministro Marco Farani)
Ministro
Diretor da ABC
Ministério das Relações Exteriores

À Sua Excelência o Senhor
Eduardo Gutierrez
Representante Residente, interino, do PNUD no Brasil
Brasília, DF

Anexo: 05 vias

11:59 22/12/2009 204834 PROCEMENT UNIT

(PROTOCOLADO) PNUD

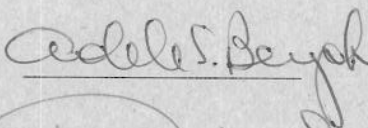
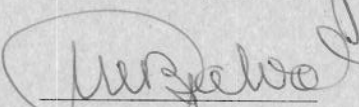
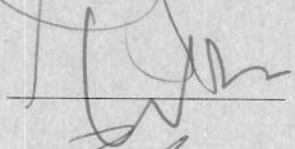
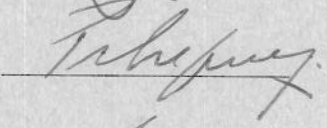
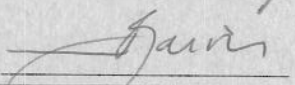
United Nations Development Programme
Country: BRAZIL
Project Document BRA/09/011

Project Title	Projeto-Piloto de Capacitação para os estados do Amazonas e da Bahia - Governança em Rede na resposta ao HIV e à Aids.
UNDAF Outcome(s):	Resultado 4: Políticas e gestão públicas eficazes, transparentes e participativas, asseguradas como mecanismos de promoção e exigibilidade dos direitos humanos.
Expected CP Outcome(s):	Outcome 6: Public administration provided with instruments for modernized and transparent management. Outcome 7 - Social players exercising enhanced participatory democracy at the different government levels.
Expected Output(s): (Those that will result from the project)	Resultado 1 – Equipes gestoras e técnicas das áreas governamentais e da sociedade civil capacitadas nos conceitos e ferramentas para a governança em rede Resultado 2 – Planos de ações integrados elaborados e definidos alinhados aos objetivos do AIDS/SUS, Declaração de Compromisso em HIV/Aids (UNGASS) e aos Objetivos de Desenvolvimento do Milênio (ODMs). Resultado 3 – Projeto-Piloto executado, monitorado e avaliado.
Executing Entity:	Sociedade Brasileira de DST – Regional AM

Brief Description

Este é um Projeto Piloto que tem por objetivo realizar formação em governança em rede para aperfeiçoar os instrumentos de gestão intersetorial com foco em programas de DST e Aids no contexto do Projeto AIDS/SUS. O curso será realizado em regiões do Amazonas e da Bahia, definidas no Plano Integrado do GT UNAIDS em apoio à Resposta a AIDS, elaborado em conjunto e de maneira inter-setorial pelos Governos Federal, Estadual e Municipal, sociedade civil, universidades e Nações Unidas. Com a implementação do projeto-piloto, os atores locais (estaduais e municipais) das regiões-alvo estarão aptos a atuar de forma intersetorial e coordenada na resposta ao HIV e à Aids.

Programme Period:	2007-2011	Total resources required	USD 75.000
Atlas Award ID:	_____	Total allocated resources:	USD 75.000
Start date:	December 2009	Source:	TRAC
End Date:	March 2011		
PAC Meeting Date:	_____		
Management Arrangements:	National		

Approved by:	Signature:	Date:	Name/Title:
Executing Entity		10 / 12 / 2009	Adele Schwartz Benzaken Diretora-Presidente da SBDST-Regional AM
Government Departamento DST, Aids, HV		15 / 12 / 2009	Mariângela Simão Departamento de DST, Aids e Hepatites Virais
Government (ABC)		17 / 12 / 2009	Ministro Marco Farani Diretor da ABC
UNAIDS		18 / 12 / 2009	Pedro Chequer Representante Residente
UNDP		18 / 12 / 2009	Eduardo Gutierrez Representante Residente

I. ANÁLISE DA SITUAÇÃO

A resposta brasileira a epidemia de aids se pautou em três grandes eixos estruturantes: a) integralidade das ações entre prevenção e assistência de forma a atender as demandas da população em geral e dos grupos populacionais que se encontram mais vulneráveis, com ênfase nas ações dirigidas às pessoas que vivem com HIV, assegurando a estas o acesso universal ao tratamento; b) participação e controle social e direitos humanos mediante articulação com as organizações e movimentos sociais que atuam no campo da saúde, em particular, os movimentos que se constituíram ao longo da história social da epidemia; c) descentralização e fortalecimento da gestão local de estados e municípios na execução programática dos recursos e da organização da rede de atenção.

Apesar do alcance e das medidas adotadas contribuírem para a estabilização da epidemia no país, verificaram-se, ao longo do tempo, hiatos e déficits relacionados à descentralização nas áreas de governança de processos de aquisições, organização dos serviços, logística de insumos e de medicamentos, vigilância epidemiológica, áreas consideradas estratégicas para a gestão do programa. Tais déficits se mostravam mais acentuados nas regiões Norte e Nordeste. Dados do Boletim Epidemiológico 2008 revelam que estas regiões são as que apresentam resultados mais preocupantes com relação às taxas de mortalidade, dificuldades no acesso aos serviços, baixa qualidade na prestação dos serviços, logística insuficientes para atender a demanda dos municípios e das organizações da sociedade civil. Nas regiões Norte e Nordeste são verificados ritmos de crescimento relativo da epidemia com características muito particulares e diferenciadas, por se tratar de uma epidemia mais nova e emergente, muitos dos problemas podem ser solucionados com o reforço na melhoria da gestão e governança dos programas locais. A epidemia no estado do Amazonas cresce na capital e regiões do entorno, mostra-se mais “intensa” nas regiões que conformam os corredores de desenvolvimento associado ao turismo e à exploração de gás e petróleo e demais regiões de fronteiras, pois estão diretamente associadas à grande mobilidade populacional e aos deslocamentos que se fazem presentes nestas situações, rompendo o isolamento e diminuindo as distâncias entre os centros urbanos. No estado da Bahia a tendência verificada é que a epidemia se estende do litoral para o interior, sobretudo para as cidades pólos ao longo das principais malhas viárias que conectam as regiões e centros de produção, pólos de desenvolvimento agrícola e petroquímico principalmente na extensão da BR 101 e BR 116. Há nestas cidades-pólos uma conexão entre grandes núcleos urbanos com cidades menores, onde se localizam as principais cidades com altos índices de pobreza.

Nesse sentido, sob a liderança do Escritório do UNAIDS no Brasil, iniciou-se um processo de desenvolvimento de uma proposta integrada de ação, por meio de cooperação

entre as agências das Nações Unidas, do Departamento de DST e Aids do Ministério da Saúde e dos Governos dos Estados do Amazonas e da Bahia, incluindo a participação de movimentos sociais e da academia, com vistas a apoiar o acesso universal à prevenção, tratamento, atenção e apoio ao HIV nestes Estados. Para o alcance desta ação foi proposto um plano de ação com a definição de compromissos para cada uma das agências partícipes. Ao Programa das Nações Unidas para o Desenvolvimento (PNUD) coube a proposta de elaborar uma capacitação na área de **governança em rede** com foco na resposta do Programa Brasileiro de DST e Aids. A experiência piloto nestas regiões servirá de base para o desenho de uma proposta mais ampla de formação à distância e que servirá de referência para outros estados e municípios do país, expandindo assim a possibilidade de participação e troca de experiências. Tal iniciativa possibilitará a melhoria dos indicadores relacionados ao alcance dos Objetivos de Desenvolvimento do Milênio e da Declaração de Compromisso sobre HIV/Aids, previstas nos acordos internacionais do qual o Brasil é signatário, bem como minimizar as inequidades regionais referentes às respostas locais ao HIV.

O projeto piloto será executado nos estados do Amazonas e da Bahia considerando as características epidemiológicas e sociais mencionadas anteriormente. Nesta etapa serão consideradas a região do Alto Solimões (Atalaia do Norte, Benjamin Constant e Tabatinga) e zonas ribeirinhas que conformam as cidades do entorno de Manaus, no Amazonas, e na Bahia, as microrregiões de Juazeiro e de Vitória da Conquista, definidas como prioritárias pelo Grupo Gestor responsável pela implementação do Plano Integrado neste estado.

II. ESTRATÉGIA

Objetivo Geral:

Realizar formação em governança em rede para aperfeiçoar os instrumentos de gestão intersetorial com foco em programas de DST e Aids, no contexto do Projeto AIDS/SUS

Os objetivos específicos do projeto-piloto são:

- a) Capacitar equipes gestoras e técnicas que atuam na prevenção e atenção ao HIV/AIDS, bem como da sociedade civil para aplicação e uso de ferramentas de planejamento e avaliação de programas para dar respostas localmente apropriadas;
- b) Preparar equipes gestoras e técnicas para a tomada de decisões rápidas baseadas em evidências epidemiológicas e na construção de técnicas de cenários;
- c) Desenvolver habilidades para o manejo de sistemas na área de logística: medicamentos, insumos de prevenção e de laboratório;
- d) Sensibilizar a gestão local para a resolução de conflitos e negociações com a sociedade civil;
- e) Dar conhecimento dos objetivos de desenvolvimento do milênio e os compromissos da Declaração da UNGASS e traçar ações para colaborar com seu alcance no âmbito estadual;
- f) Disseminar o Plano Nacional de resposta à Aids e PAM (Plano de Ações e Metas) estaduais e locais;
- g) Disseminar o Plano Integrado do GT UNAIDS para os estados do Amazonas (Amazonaids) e Bahia (Laços Sociaids);
- h) Monitorar e avaliar as ações programadas.

Abrangência do projeto:

O projeto será desenvolvido nas seguintes localidades:

Estado	Região	Municípios		
Bahia	Microrregião Juazeiro	Campo Alegre de Lourdes	Juazeiro	Santo Sé
		Casa Nova	Pilão Arcado	Sobradinho
		Curaçá	Remanso	Uauá
	Microrregião Vitória da Conquista	Anagé	Cordeiros	Planalto
		Barra do Choça	Encruzilhada	Piripá
		Belo Campo	Itambé	Poções
		Bom Jesus da Serra	Maetinga	Presidente Jânio Quadros
		Cândido Sales	Manoel Vitorino	Ribeirão do Lago
		Condeúba	Mrante	Tremedal
			Nova Canaã	Vitória da Conquista
Amazonas	Alto Solimões	Atalaia do Norte		Tabatinga
		Benjamim Constant		
	Manaus	Comunidades ribeirinhas da região de Manaus		

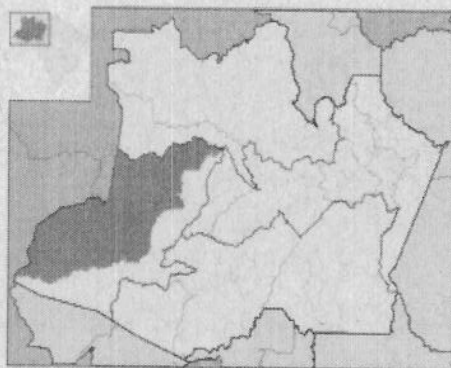
Bahia - Microrregião de Juazeiro



Bahia - Microrregião de Vitória da Conquista



Amazonas - Microrregião do Alto Solimões



Metodologia:

O curso será presencial e modulado por componente, com aulas expositivas e discussão em grupos de trabalho, com a utilização de textos e estudos de casos selecionados segundo os assuntos e ementas elaboradas pelos instrutores. O curso terá também uma fase de dispersão, isto é, após cada módulo de formação, os capacitandos terão a oportunidade de testar seus conhecimentos de acordo com a realidade/necessidades locais, com vistas à aplicação dos conhecimentos e estratégia preparatória para elaboração do plano operacional em governança. Os estados e municípios, ao final do curso, deverão apresentar o Plano de Ação Integrado para fortalecer a resposta ao HIV/Aids, que será monitorado pelo Comitê de Acompanhamento do Projeto.

O conteúdo, a carga horária do curso e a estratégia serão definidos em reunião com o PNUD, Departamento de DST e Aids, UNAIDS com participação também dos Grupos Gestores locais, após a assinatura deste projeto-piloto.

Público-alvo:

Gestores e técnicos da área de planejamento, saúde, educação, justiça, do trabalho e outros atuantes na aplicação do plano integrado nos estados, no âmbito dos municípios e dos estados, nas áreas de abrangência do programa. O curso contará também com vagas para a participação da sociedade civil e de pessoas que vivem com HIV/Aids. Nessa primeira etapa seriam capacitados cerca de 100 pessoas.

Resultados Esperados:

Resultado 1 – Equipes gestoras e técnicas das áreas governamentais e da sociedade civil capacitadas nos conceitos e ferramentas para a governança em rede

Resultado 2 – Planos de ações integrados elaborados e definidos alinhados aos objetivos do AIDS/SUS, Declaração de Compromisso em HIV/Aids (UNGASS) e aos Objetivos de Desenvolvimento do Milênio (ODMs).

Resultado 3 – Projeto-Piloto monitorado e avaliado.

III. MONITORAMENTO E AVALIAÇÃO

O PNUD utiliza o Sistema de Acompanhamento de Projetos (ATLAS) que possibilita o monitoramento dos resultados, bem como o acompanhamento físico-financeiro de projetos. A presente Cooperação Técnica será monitorada e acompanhada pelo PNUD e UNAIDS por meio de relatórios alimentados e disponibilizados pelo PNUD, bem como relatórios e notas técnicas preparadas pelos parceiros do projeto.

Além do ATLAS, o monitoramento do Projeto se dará por intermédio da elaboração de 01 (um) relatório de progresso físico-financeiro, com informações quantitativas e descrição detalhada dos aspectos qualitativos do Projeto. Esse relatório será apresentado e discutido na reunião tripartite anual.

No que se refere à avaliação, o Projeto contará com uma avaliação externa, contratada pelo PNUD a partir da elaboração conjunta do Termo de Referência, com o UNAIDS e Departamento DST e Aids. Esta avaliação deverá observar as diretrizes que orientam a avaliação para os resultados e produtos do Projeto, buscando no seu desenho os fatores explicativos de seu desempenho, bem como recomendar a replicação do Projeto-Piloto em outras localidades onde a resposta ao HIV/Aids esteja abaixo do esperado pelo Departamento de DST e Aids.

IV. CONTEXTO LEGAL

1. O presente Documento de Projeto será o instrumento referido como tal pelo Artigo Iº do Acordo Padrão de Assistência Básica celebrado entre o Governo do Brasil e a Organização das Nações Unidas no dia 29 de dezembro de 1964. A agência implementadora do País Sede, para os fins do Acordo Padrão de Assistência Básica, referir-se à agência cooperadora do governo descrita naquele Acordo.

2. O Representante Residente do PNUD no Brasil está autorizado a realizar por escrito os seguintes tipos de revisão a este Documento de Projeto, desde que lhe tenha sido assegurado que os outros signatários do Documento de Projeto não tenham objeções às mudanças propostas:

- a) Revisão ou acréscimo a qualquer um dos anexos deste Documento de Projeto;
- b) Revisões que não contemplem mudanças significativas dos objetivos imediatos, produtos ou atividades do Projeto, mas que sejam causadas pelo re-arranjo dos insumos já acordados ou pelo aumento de custos devido à inflação;
- c) Revisões anuais obrigatórias que remanejem a entrega de insumos acordados do Projeto ou aumentos de custos de peritos ou outros custos devido à inflação ou que levem em consideração flexibilidade das despesas da agência; e
- d) Inclusão de anexos e apêndices adicionais somente na forma definida neste Documento de Projeto.

ANEXO I
Implementing Arrangements

Whereas the United Nations Development Programme ("UNDP") and Sociedade Brasileira de Doenças Sexualmente Transmissíveis – Regional Amazonas ("the SBDST-AM") have, on the basis of their respective mandates, a common aim in the furtherance of democratic governance;

Whereas UNDP has been entrusted by its donors with certain resources that can be allocated for programmes and projects, and is accountable to its donors and to its Executive Board for the proper management of these funds and can, in accordance with the UNDP Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the SBDST-AM, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management; is apolitical and not profit-making;

Whereas the SBDST-AM and UNDP agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the SBDST-AM and UNDP have entered into the present Agreement.

Article I. Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the SBDST-AM and UNDP;
- (b) "UNDP" shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "The SBDST-AM" shall mean "*Sociedade Brasileira de Doenças Sexualmente Transmissíveis – Regional Amazonas*". A civil society organization of private interest with headquarters in Rio de Janeiro that was established in and incorporated under the laws of Rio de Janeiro, Brazil, with the purpose of promote specific scientific activities for health workers;

promote the integration of several professions and specialties focused on prophylaxis, epidemiological investigation and to advocate for people living with STD, HIV and AIDS.

(d) "The Agreement" or "the present Agreement" shall mean the present Project Document, the Project Document, which incorporates the Project Objectives and Activities, Project Work Plan, Project Inputs being provided by UNDP resources, and Project Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement;

(e) "Project" shall mean the activities as described in the Project Document;

(f) "Government" shall mean the Government of Brazil;

(g) "UNDP resident representative" shall mean the UNDP official in charge of the UNDP office in the country, or the person acting on his/her behalf;

(h) "Project Director" shall mean the person appointed by the SBDST-AM, in consultation with UNDP and with the approval of the Departamento de DST, Aids e Hepatites Virais, who acts as the overall co-ordinator of the Project and assumes the primary responsibility for all aspects of it;

(i) "Expenditure" shall mean the sum of disbursements made and valid outstanding obligations incurred in respect of goods and services rendered;

(j) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the SBDST-AM at a later date, as herein agreed upon between the Parties;

(k) "Income" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by UNDP or from revenues generated from Project outputs;

(l) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;

(m) "Project Work Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities, that is based upon the Project Document, deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually.

Article II. Objective and Scope of the Present Agreement

1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project Objectives, as set out in the Project Document.

2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.

Article III. Duration of Project Agreement

1. The term of the present Agreement shall commence on December 16th, 2009 and terminate on March 31th, 2011. The Project shall commence and be completed in accordance with the time frame or schedule set out in the Project Document.

2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect, in accordance with Article XVII, below.

Article IV. General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UNDP policies and procedures as set out in the UNDP Programming Manual, which forms an integral part of the present Agreement.

2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. The Project Director shall be appointed by the SBDST-AM, in consultation with UNDP and with the approval of the Departamento de DST, Aids e Hepatites Virais.

3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the Objectives of the Project, with a view to reviewing the Work Plan and Budget of the Project.

4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the

Objectives of the Project. The parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.

5. The SBDST-AM may use the name and emblem of the United Nations or UNDP only in direct connection with the Project, and subject to prior written consent of the UNDP Resident Representative in Brazil.

6. The activities under the present Agreement are in support of the efforts of the Government, and therefore the SBDST-AM will communicate with the Government as necessary. The Project Director will be responsible for day-to-day contacts with the relevant national authorities and UNDP on operational matters during the implementation of the Project. The UNDP Resident Representative will act as the principal channel for communicating with the Government coordinating authority regarding the activities under the Project Cooperation Agreement unless otherwise agreed with the Parties and the Government.

7. The UNDP Resident Representative will facilitate access to information, advisory services, technical and professional support available to UNDP and will assist the SBDST-AM to access the advisory services of other United Nations organizations, whenever necessary.

8. The Parties shall cooperate in any public relations or publicity exercises, when the UNDP Resident Representative deems these appropriate or useful.

Article V. Personnel Requirements

1. The SBDST-AM shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

2. The SBDST-AM personnel shall not be considered in any respect as being the employees or agents of UNDP. The SBDST-AM shall ensure that all relevant national labour laws are observed.

3. UNDP does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by SBDST-AM personnel as a result of their work pertaining to the project. It is understood that adequate medical and life insurance for

SBDST-AM personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the SBDST-AM.

4. The SBDST-AM shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The SBDST-AM shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

Article VI. Terms and Obligations of Personnel

The SBDST-AM undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the present Agreement comply with these obligations:

- (a) The personnel shall be under the direct charge of the SBDST-AM, which functions under the general guidance of UNDP and the Government;
- (b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any Government other than the Government of Brazil or other authority external to UNDP;
- (c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;
- (d) Subject to the requirements outlined in the document "UNDP public information disclosure policy", information that is considered confidential shall not be used without the authorisation of UNDP. In any event, such information shall not be used for individual profit. The Project Director may communicate with the media regarding the methods and scientific procedures used by the SBDST-AM; however, UNDP clearance is required for the use of the name UNDP in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

Article VII. Supplies, Vehicles and Procurement

1. UNDP shall contribute to the Project the resources indicated in the Budget section of the Project Document.

2. Equipment, non-expendable materials, or other property furnished or financed by UNDP shall remain the property of UNDP and shall be returned to UNDP upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with the Departamento de DST, Aids e Hepatites Virais. During Project implementation and prior to such return, the SBDST-AM shall be responsible for the proper custody, maintenance and care of all equipment. The SBDST-AM shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.
3. The SBDST-AM will place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by UNDP.
4. In cases of damage, theft or other losses of vehicles and other property made available to the SBDST-AM, the SBDST-AM shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.
5. In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Project Budget, the SBDST-AM shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.
6. UNDP shall make every effort to assist the SBDST-AM in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.
7. The SBDST-AM shall maintain complete and accurate records of equipment, supplies and other property purchased with UNDP funds and shall take periodic physical inventories. The SBDST-AM shall provide UNDP annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UNDP may request.

Article VIII. Financial and Operational Arrangements

1. In accordance with the Project Budget, UNDP has allocated and will make available to the SBDST-AM funds up to the maximum amount of US\$ 75,000 (seventy five thousand dollars). Direct payments will be processed upon creation and approval at ATLAS System of vouchers. Those payments shall be based on Annual Workplans approved by UNDP. Financial reports, as referenced in Article X, below, shall be prepared by SBDST-AM and accepted by UNDP as showing satisfactory management and use of UNDP resources.
2. The SBDST-AM agrees to utilise the funds and any supplies and equipment provided by UNDP in strict accordance with the Project Document. The SBDST-AM shall be authorised to make variations not exceeding 20 per cent on any one line item of the Project Budget provided that the total Budget allocated by UNDP is not exceeded. The SBDST-AM shall notify UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 20 per cent on any one- line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval by UNDP.
3. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget unless UNDP has explicitly agreed in writing to do so prior to the expenditure by the SBDST-AM.
4. The financial resources will be transferred to SBDST-AM in two instalments: 1st (first) instalment on the Project document signature; 2nd (second) instalment after the full reporting of the 1st instalment is received and approved by UNDP.

Article IX. Maintenance of Records

1. The SBDST-AM shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNDP to ensure that all expenditures are in conformity with the provisions of the Project Work Plan and Project Budgets. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction. Any Income, as defined in Article I, paragraph 1 (k), above, arising from the management of the Project shall be promptly disclosed to UNDP. The Income shall be reflected in a revised Project Budget

and Work Plan and recorded as accrued income to UNDP unless otherwise agreed between the Parties.

2. Upon completion of the Project/or Termination of the Agreement, the SBDST-AM shall maintain the records for a period of five years from the date of provision of funds, unless otherwise agreed upon between the Parties.

Article X. Reporting Requirements

1. The SBDST-AM shall provide UNDP with periodic reports on the progress, activities, achievements and results of the Project, as agreed between the Parties according to the Monitoring and Evaluation section of this document. As a minimum, the SBDST-AM shall prepare an annual progress report.

2. Financial Reporting will be submitted whenever necessary:

(a) The SBDST-AM prepares a financial report and submits it to the UNDP Resident Representative, in English, on a quarterly basis.

(b) The purpose of the financial report is only to monitor the disbursements incurred on the Project by budgetary component on a given period, and to reconcile outstanding advances and foreign exchange loss or gain during the quarter, whenever applicable. The payment requests at Atlas System would not be directly associated to the submission of the financial report.

(c) The Voucher at ATLAS System with Support's Documentation has been designed to reflect the transactions of a project on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UNDP, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by the SBDST-AM and not commitments. However, the SBDST-AM shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes;

(d) The Voucher at ATLAS System with Support's Documentation contains information that forms the basis of a request and its timely submission is a prerequisite to the continuing funding of the Project. Unless the Voucher at ATLAS System with Support's Documentation

is received, the UNDP Resident Representative will not act upon requests for reimbursement;

(e) Any refund received by an SBDST-AM from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.

3. Within two months of the completion of the Project or of the termination of the present Agreement, the SBDST-AM shall submit a final report on the Project activities and include a final Financial Report on the use of UNDP funds, as well as an inventory of supplies and equipment, whenever applicable.

Article XI. Audit Requirements

1. The SBDST-AM shall submit to the UNDP Resident Representative in Brazil a certified annual financial statement on the status of funds disbursed by UNDP. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual audit plan prepared by UNDP Headquarters (Division of Audit and Performance Review) in consultation with the Parties to the Project. The audit shall be carried out by the auditors of the SBDST-AM or by a qualified audit firm, which will produce an audit report and certify the financial statement.

2. Notwithstanding the above, UNDP shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of the SBDST-AM, as necessary.

Article XII. Responsibility for Claims

1. The SBDST-AM shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the SBDST-AM or its employees or persons hired for the management of the present Agreement and the Project.

2. The SBDST-AM shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

Article XIII. Suspension and Early Termination

1. The Parties hereto recognise that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNDP may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.
2. UNDP shall consult with the SBDST-AM if any circumstances arise that, in the judgement of UNDP, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The SBDST-AM shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the SBDST-AM, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.
3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the SBDST-AM, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UNDP may indicate to the SBDST-AM the conditions under which it is prepared to authorise management of the Project to resume.
4. If the cause of suspension is not rectified or eliminated within 14 days after UNDP has given notice of suspension to the SBDST-AM, UNDP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the SBDST-AM, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.
5. Subject to paragraph 4 (b), above, of the present Article, the SBDST-AM may terminate the present Agreement in cases where a condition has arisen that impedes the SBDST-AM from successfully fulfilling its responsibilities under the present Agreement, by providing UNDP

with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.

6. SBDST-AM may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between the SBDST-AM and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenditures. The SBDST-AM shall undertake no forward commitments and shall return to UNDP, within 30 days, all unspent funds, supplies and other property provided by UNDP unless UNDP has agreed otherwise in writing.

8. In the event of any termination by either Party under the present Article, UNDP shall reimburse the SBDST-AM only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the SBDST-AM under this provision, when added to amounts previously remitted to it by UNDP in respect of the Project, shall not exceed the total UNDP allocation for the Project.

9. In the event of transfer of the responsibilities of the SBDST-AM for the management of a Project to another institution, the SBDST-AM shall cooperate with UNDP and the other institution in the orderly transfer of such responsibilities.

Article XIV. Force Majeure

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph 1, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNDP, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article XIII, paragraphs 8 and 9, above, shall apply.

Article XV. Arbitration

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article XVI. Privileges and Immunities

Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

Article XVII. Amendments

The present Agreement or its Annexe may be modified or amended only by written agreement between the Parties.

ANEXO II - AVALIAÇÃO DE RISCOS

Título do Projeto: Projeto-Piloto de Capacitação para os estados do Amazonas e da Bahia - Governança em Rede no combate ao HIV e Aids.							Award ID:		Date:	
Descrição	Data de Identificação	Tipo	Impacto e Probabilidade	Contra medidas / Resposta Gerencial	Responsável	Submetido, atualizado por:	Última Atualização	Situação		
1 Mudanças governamentais na espera estadual como resultado das eleições de 2010.	Agosto 2009	Política	Probabilidade: desconhecida. Impacto: Baixo O Projeto permanecerá em execução por 06 meses após as eleições estaduais de 2010, considerando que o mesmo estará no estágio final, o impacto pode ser baixo.	Aceitação	Comitê do Projeto	PNUD e PN	10/12/2009			
2 Dificuldades na articulação entre os governos (federal, estadual, municipal) e sociedade civil e pessoas vivendo com HIV/Aids.	Agosto 2009	Estratégica	Probabilidade: médio Impacto: Alto A articulação é fundamental no sucesso de implementação do Projeto.	Mitigação: A escolha das regiões piloto deverão observar os critérios de prévia articulação para induzir à um início positivo. Monitoramento de encerramento do projeto é necessário.	Comitê do Projeto	PNUD e PN	10/12/2009			

ANEXO III - MATRIZ DE RESULTADOS E RECURSOS E PLANO DE TRABALHO ANUAL

Project Number: BRA/09/011

Título do Projeto: Projeto-Piloto de Capacitação para os estados do Amazonas e da Bahia - Governança em Rede no combate ao HIV e Aids.
 Resultado UNDAF nº 4: Políticas e gestão públicas eficazes, transparentes e participativas, asseguradas como mecanismos de promoção e exigibilidade dos direitos humanos
 Indicadores de Resultado conforme definido no CPRR: Outcome 6: Public administration provided with instruments for modernized and transparent management.
 Outcome 7 - Social players exercising enhanced participatory democracy at the different government levels.

(Matriz de Resultados e Recursos do Projeto - PRRF)

Resultado	Indicadores de Resultados	Atividades	Responsável	Doador	Plano de Trabalho (12 meses)		Conta Contábil	2010	2011	Total USD
					1º Sem/ 2010	2º Sem/ 2010				
Resultado 1 Equipes gestoras e técnicas das áreas governamentais e da sociedade civil capacitadas nos conceitos e ferramentas para a governança em rede.	Indicadores: - 100 gestores, técnicos e lideranças da sociedade civil capacitadas. Linha de Base: - A ser determinada após início da capacitação.	1.1 - Elaboração de aulas presenciais; 1.2 - Preparação de material didático; 1.3 - Identificação da linha de base; 1.4 - Capacitação das equipes.	SBDST-AM	UNDP TRAC			71300 - Consultores Locais	30.000.00	0.00	30.000.00
							71600 - Viagens	6.000.00	0.00	6.000.00
							74500 - Miscelâneos	3.000.00	0.00	3.000.00
							75700 - Treinamento	6.000.00	0.00	6.000.00
					Subtotal		45.000.00	0.00	0.00	45.000.00
Resultado 2 Planos de ações integrados elaborados e definidos alinhados aos objetivos do AIDS/SUS. Declaração de Compromisso em HIV/Aids (UNGASS) e aos Objetivos de Desenvolvimento do Milênio (ODMs).	Indicadores: - Plano de Ação definido para a região de Manaus; - Plano de Ação definido para a microrregião do Alto Solimões; - Plano de Ação definido para a microrregião de Juazeiro; - Plano de Ação definido para a microrregião de Vitória da Conquista; Linha de Base: - Inexistência de planos de ações para resposta integrada ao HIV/Aids.	2.1 - Conhecimento e apropriação dos Planos Integrados, dos Objetivos de Desenvolvimento do Milênio e da Declaração de Compromisso em HIV/Aids (UNGASS). 2.2 - Definição dos Objetivos de Desenvolvimento do Milênio e temas da Declaração de Compromisso em HIV/Aids (UNGASS) a serem trabalhados no Plano de Ação 2.3 - Elaboração dos Planos de Ação. 2.4 - Pactuação dos Planos de Ação com os Governos estaduais e municipais de cada microrregião.	SBDST-AM	UNDP TRAC			71300 - Consultores Locais	4.500.00	0.00	4.500.00
							71600 - Viagens	3.000.00	3.000.00	6.000.00
							74500 - Miscelâneos	1.500.00	0.00	1.500.00
							75700 - Treinamento	3.000.00	0.00	3.000.00
					Subtotal		12.000.00	3.000.00	3.000.00	15.000.00
Resultado 3 Projeto-Piloto executado, monitorado e avaliado.	Indicadores: • Planos de Ações implementados; Linha de Base: • A ser construída durante o processo de monitoramento.	1 - Monitorar as atividades do Projeto-Piloto; 2 - Avaliar a implementação do Projeto- Piloto; 3 - Resultados disseminados do Projeto-Piloto.	SBDST-AM	UNDP TRAC			71300 - Consultores Locais	0.00	5.000.00	5.000.00
							71600 - Viagens	0.00	2.000.00	2.000.00
							72100 - Serviços Contratados - Auditoria	0.00	5.000.00	5.000.00
							74500 - Miscelâneos	0.00	3.000.00	3.000.00
					Subtotal		57.000.00	18.000.00	15.000.00	75.000.00
					Total Geral					