



CCM FUNDING AGREEMENT

Grant Agreement information

Country (1)	CCM Djibouti		Agreement Number (4)	DJB-CFUND-1402	
Start Date (6A)	01-Dec-14	End of year 1 (6B)		End Date (6C)	30-Nov-16
CCM is the Recipient of Funds	<input type="checkbox"/>	Recipient of Funds is UNDP	<input checked="" type="checkbox"/>	Currency	USD
Modification Number (5)	0		Modification Date	26-Nov-14	
	(in numbers)	(in letters)			
Year 1 Budget (7B)	99,097	ninety nine thousand ninety seven			
+ Year 2 Budget (7C)	65,218	sixty five thousand two hundred and eighteen			
= Agreement Amount (7D)	164,315	one hundred sixty four thousand three hundred and fifteen			
(minus) Cash balance (from prev. year)	0	zero			
= Total Amount to be disbursed	164,315	one hundred sixty four thousand three hundred and fifteen			
Total Co-Funding Amount	0	zero			

Name and address of CCM (2)		Name/Address for Notices to CCM (11A)	
Name:	Comité De Coordination Multisectorielle et Inter partenaire	Name:	Ahmed Saad Sultan
Title:	CCMI	Title:	Président du CCMI
Address:	BP: 1974 Djibouti	Address:	BP: 1974 Djibouti
Tel.:	(+253) 21352313 - (+253)21359060	Tel.:	(+253)21352313 - (+253)21359060
Fax:		Fax:	

Grants under CCM Oversight (8A)

Information for Bank Account into which CCM Funds will be disbursed (9)

Legal owner of bank account: UNDP

Bank account title: UNDP Contributions USD Account

Bank account number: 015-002284

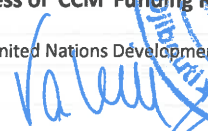
Bank name: JP Morgan Chase Bank N.A.

Bank address: 270 Park Avenue, 43rd floor New York, NY, 10017 United States of America

Bank SWIFT/IBAN/BIC code: CHASUS33XXX

Bank code:

Routing instructions:

Name/Address of CCM Funding Recipient (3)	Name/Address for Notices to CCM Funding Recipient (11B)
Name: United Nations Development Programme (UNDP)	Name: Ahmed Saad Sultan
Title: 	Title: Président du CCMI



Address: LOTISSEMENT DU HERON n° 52
VILLE DE DJIBOUTI
DJIBOUTI

Tel.:
Fax:

Address: Président du Comité de Suivi
BP: 1974 Djibouti

Tel.: (+253)21352313 - (+253)21359060
Fax:


Name/Address for Notices to Global Fund (12)

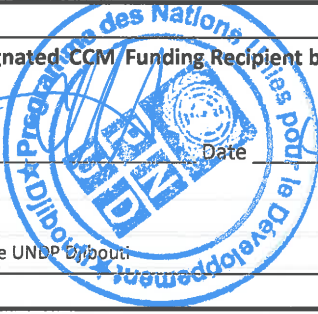
Name: Joseph Serutoko
Title: Regional Manager Middle East and North Africa
Address: The Global Fund to Fight AIDS, Tuberculosis and Malaria,
Chemin de Blandonnet 8,
1214 Vernier-Geneva,
Switzerland
Tel.: +41 58 791 1700
Fax: +41 58 791 1701

This Agreement consists of the 2 pages this face sheet and the following:

- Standard Terms and Conditions
- Annex A: Budget
- Annex B: Performance Framework

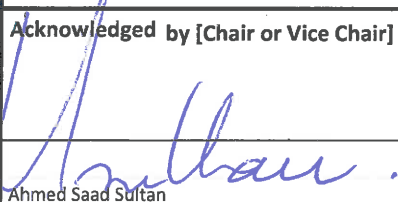
Signed for the Designated CCM Funding Recipient by its Authorized Representative (13)

 Date 15 April 2015



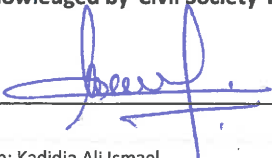
Valerie Cliff
Resident Representative UNDP Djibouti

Acknowledged by [Chair or Vice Chair] of the Country Coordinating Mechanism (15)

 Date 15 avril 2015

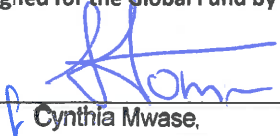
Ahmed Saad Sultan
Title: Président du CCM

Acknowledged by Civil Society Representative of the Country Coordinating Mechanism (16)

 Date 15 avril 2015

Name: Kadidja Ali Ismael
Title: Chargée de Programme, Réseau des Agences d'Encadrement CCAF

Signed for the Global Fund by its Authorized Representative (14)

 Date 28 April 2015

Cynthia Mwase,
Department Head

 Date 28 April 2015

Sylvie Billion
Regional Finance Manager

Demande de financement de l'ICN

Même si le formulaire est traduit en français, veuillez le remplir en anglais.

Afin de ne pas perdre de données, veuillez sauvegarder régulièrement les informations à l'aide du bouton 'Save Changes' (toutes les 20 minutes au maximum).

Pays/ICN	CCM Djibouti	Total année1	99,097
Numéro d'accord de subvention	DJB-CFUND-1402	+ Total année2	65,218
Monnaie	USD	= Montant du budget	164,315
De (date)	01-Dec-14	- Solde de trésorerie Nette	0
Jusqu'à (date)	30-Nov-16	= Total à décaisser	164,315
Les fonds sont destinés à l'ICN *	<input type="checkbox"/>	Total du cofinancement engagé	0
Liste des subventions dont l'ICN assure le suivi stratégique			

Laisser la case cochée si l'ICN est l'entité qui reçoit et gère les fonds ; la décocher si l'ICN a externalisé la gestion financière de ses fonds (par ex.: à un récipiendaire principal ou au PNUD).

Solde de trésorerie de l'accord précédent		Engagé Montant de l'accord précédent	
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1. BUDGET

		Activité				Hypothèses						
Catégorie de coût		Salairé Secrétaire Permanent				Salairé Secrétaire Permanent : 1750 USD par mois, à partir de Décembre 2014						
Catégorie de résultats												
Coût récurrent*	<input type="checkbox"/>											
Année 1	Coût unitaire	1,750	Quantité T 1	3	Quantité T 2	3	Quantité T 3	3	Quantité T 4	3	Total année 1	21,000
Année 2	Coût unitaire	1,750	Quantité T 1	3	Quantité T 2	3	Quantité T 3	3	Quantité T 4	3	Total année 2	21,000

*Laisser la case cochée si vous estimez que ces coûts se maintiendront au-delà du présent accord, avec les mêmes coûts unitaires (à savoir, salaire du personnel du secrétariat de l'ICN ou location des bureaux). La décocher si cette activité ne concerne que le présent accord.

		Activité		Hypothèses	
Catégorie de coût	Technical Assistance	Appui Technique du GMS pour le renouvellement du CCM		GMS étant financé par USAID, il n'y a pas de coûts associés à cette mission (faux frais seront pris sur la ligne 'Contingency', après approbation du FPM).	
Catégorie de résultats	Alignment				

Coût récurrent*		<input type="checkbox"/>										
Année 1	Coût unitaire		Quantité T 1		Quantité T 2		Quantité T 3		Quantité T 4		Total année 1	0
Année 2	Coût unitaire		Quantité T 1		Quantité T 2		Quantité T 3		Quantité T 4		Total année 2	0

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		Activité					Hypothèses				
Catégorie de coût	Planning and Administration	NFM PLWD/KAP Constituency Engagement					Obtenir le feu vert (par voie électronique) du FPM avant d'engager ces dépenses.				
Catégorie de résultats	Constituency Engagement										
Coût récurrent*	<input type="checkbox"/>										

Année 1	Coût unitaire	500	Quantité T 1	1	Quantité T 2	1	Quantité T 3	1	Quantité T 4	1	Total année 1	2,000
Année 2	Coût unitaire	500	Quantité T 1	1	Quantité T 2	1	Quantité T 3	1	Quantité T 4	1	Total année 2	2,000

*Laisser la case cochée si vous estimez que ces coûts se maintiendront au-delà du présent accord, avec les mêmes coûts unitaires (à savoir, salaire du personnel du secrétariat de l'ICN ou location des bureaux). La décocher si cette activité ne concerne que le présent accord.

		Activité					Hypothèses				
Catégorie de coût	Planning and Administration	Organiser les réunions périodiques du CCMI (Assemblée Générale) a raison de 4 ordinaires + 2 extraordinaires par an					Pause-café : 6 USD *10 = 60 USD Frais de transport société civ :15*2=30				
Catégorie de résultats	Constituency-Engagement										
Coût récurrent*	<input type="checkbox"/>										

Année 1	Coût unitaire	90	Quantité T 1	2	Quantité T 2	1	Quantité T 3	2	Quantité T 4	1	Total année 1	540
Année 2	Coût unitaire	90	Quantité T 1	2	Quantité T 2	1	Quantité T 3	2	Quantité T 4	1	Total année 2	540

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		Activité					Hypothèses				
Catégorie de coût	Planning and Administration	Organiser visites de supervision trimestrielle avec les membres du CCMI					Perdiems (y compris hébergement): 70*4*3j= 840 Perdiems chauffeur : 70.62*1*3j=210 Carburant : 1.21 USD*200 = 242 location de véhicule : 169.49*3j=510				
Catégorie de résultats	Oversight										
Coût récurrent*	<input type="checkbox"/>										

Année 1	Coût unitaire	1,802	Quantité T 1	1	Quantité T 2	1	Quantité T 3	1	Quantité T 4	1	Total année 1	7,208
Année 2	Coût unitaire	1,802	Quantité T 1	1	Quantité T 2	1	Quantité T 3	1	Quantité T 4	1	Total année 2	7,208

*Laisser la case cochée si vous estimez que ces coûts se maintiendront au-delà du présent accord, avec les mêmes coûts unitaires (à savoir, salaire du personnel du secrétariat de l'ICN ou location des bureaux). La décocher si cette activité ne concerne que le présent accord.

		Activité					Hypothèses				
Catégorie de coût	Planning and Administration	Contingency					NOTE:**This budget item is subject to FPM approval (approval to be confirmed by FPM via email)**				
Catégorie de résultats	Oversight										
Coût récurrent*	<input type="checkbox"/>										

10/1

1										1	
Année	Coût unitaire		Quantité T 1		Quantité T 2		Quantité T 3		Quantité T 4	Total année	0
2										2	

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		Activité				Hypothèses			
Catégorie de coût	Overheads	Location bureau et frais généraux du Secrétariat CCMI				Mensuel Location de bureau pour CCMI: 1000 USD Frais de communication : 200 USDD Frais d'électricité et eau : 300 USD Entretien climatiseurs : 100 USD Service d'Entretien des locaux : 100 Carburant fonctionnement CCMI : 1.24*50 = 65 USD			
Catégorie de résultats	Capacity Building/Gender								
Coût récurrent*	<input type="checkbox"/>								

Année	Coût unitaire	1,765	Quantité T 1	3	Quantité T 2	3	Quantité T 3	3	Quantité T 4	3	Total année	21,180
1											1	
Année	Coût unitaire	1,765	Quantité T 1	3	Quantité T 2	3	Quantité T 3	3	Quantité T 4	3	Total année	21,180
2											2	

*Laisser la case cochée si vous estimez que ces coûts se maintiendront au-delà du présent accord, avec les mêmes coûts unitaires (à savoir, salaire du personnel du secrétariat de l'ICN ou location des bureaux). La décocher si cette activité ne concerne que le présent accord.

		Activité				Hypothèses			
Catégorie de coût	Overheads	Caution Location Bureaux				3 mois de loyers soit 3000 USD			
Catégorie de résultats	Capacity Building/Gender								
Coût récurrent*	<input type="checkbox"/>								

Année	Coût unitaire	3,000	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année	3,000
1											1	
Année	Coût unitaire		Quantité T 1		Quantité T 2		Quantité T 3		Quantité T 4		Total année	0
2											2	

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		Activité				Hypothèses			
Catégorie de coût	Overheads	Assurance Bureaux				Cout 480 USD			
Catégorie de résultats									
Coût récurrent*	<input type="checkbox"/>								

Année	Coût unitaire	480	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année	480
1											1	
Année	Coût unitaire	480	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année	480
2											2	

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		Activité				Hypothèses			
Catégorie de coût	Others	Audit				Audit : 5367*1=5367 (une fois pour la période 2014/2016): sur order du Gestionnaire du Fonds Mondial			
Catégorie de résultats									
Coût récurrent*	<input type="checkbox"/>								

Année	Coût unitaire	5,367	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année	5,367
1											1	
Année	Coût unitaire		Quantité T 1		Quantité T 2		Quantité T 3		Quantité T 4		Total année	0
2											2	

0

Année 1	Coût unitaire	400	Quantité T 1	3	Quantité T 2	3	Quantité T 3	3	Quantité T 4	3	Total année 1	4,800
Année 2	Coût unitaire	400	Quantité T 1	3	Quantité T 2	3	Quantité T 3	3	Quantité T 4	3	Total année 2	4,800

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		Activité				Hypothèses			
Catégorie de coût	Meetings Training Workshops Consultations	Renforcement des capacités du CCMI et autoévaluation				En addition des consultants GMS/FEI. Cout divers de la réforme, à faire approuver (email) par le FPM avant d'engager les dépenses.			
Catégorie de résultats	Capacity Building/Gender								
Coût récurrent*	<input type="checkbox"/>								

Année 1	Coût unitaire	5,000	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année 1	5,000
Année 2	Coût unitaire		Quantité T 1		Quantité T 2		Quantité T 3		Quantité T 4		Total année 2	0

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		Activité				Hypothèses			
Catégorie de coût	Communication materials	Mise en œuvre d'une stratégie de communication interne et externe				Conception du site web : 3 107 USD Hébergement du site : 847.46 USD*2 = 1 694 Formation pour l'intégration des contenus : 565USD			
Catégorie de résultats	Capacity Building/Gender								
Coût récurrent*	<input type="checkbox"/>								

Année 1	Coût unitaire	5,366	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année 1	5,366
Année 2	Coût unitaire		Quantité T 1	0	Quantité T 2		Quantité T 3		Quantité T 4		Total année 2	0

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		Activité				Hypothèses			
Catégorie de coût	Equipment	Equipements Secrétariat CCMI				1 vidéoprojecteur: 678 USD*1= 678 Ecran projecteur mural : 254 USD *1= 254 Imprimante laser couleur : 537 USD *1 = 537 Ordinateurs de bureau : 763 USD *1= 763 Disque dur externe : 113USD*1= 226 Appareil fax : 424 USD*1= 424 Photocopieuse : 1356 USD *1= 1356			
Catégorie de résultats	Capacity Building/Gender								
Coût récurrent*	<input type="checkbox"/>								

Année 1	Coût unitaire	4,125	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année 1	4,125
Année 2	Coût unitaire		Quantité T 1		Quantité T 2		Quantité T 3		Quantité T 4		Total année 2	0

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		Activité				Hypothèses			
Catégorie de coût	Equipment	Mobilier de bureau				Bureau : 537 USD*1= 1610 Fauteuil bureau: 311USD *1= 311 chaise visiteur : 113 USD*8= 904 Armoire classement : 311USD*1= 311 Table de réunion (Assemblée Grale): 1412*1= 1412 chaises salle de réunion : 141USD*15= 2115 Tableau Flip : 198 USD *1= 198			
Catégorie de résultats	Capacity Building/Gender								
Coût récurrent*	<input type="checkbox"/>								

Année	Coût unitaire	6,861	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4		Total année	6,861
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4 fiche d'emargement (Dédiée
à l'approbation du budget du
CCMI.pdf
Adobe Acrobat Document
664 KB

4. HYPOTHÈSES - RESSOURCES HUMAINES ET FINANCES

HYPOTHÈSES - RESSOURCES HUMAINES

Pour vérifier le caractère raisonnable des coûts proposés sous la catégorie "Ressources humaines", fournir, pour chaque poste, tout renseignement utile et notamment:

Quels barèmes salariaux et postes comparables sont utilisés pour fixer le niveau de rémunération? S'il existe un cadre national pour les salaires et les rémunérations, comment est-il utilisé pour établir le niveau de rémunération? À quels postes du cadre en question peut-on comparer les postes inscrits au budget? Comment la rémunération proposée a-t-elle évolué ces deux dernières années? Expliquez les éventuelles augmentations/baisses et la procédure applicable à une révision des salaires. A-t-il été demandé à d'autres donateurs de cofinancer les coûts liés aux ressources humaines (quels donateurs, quels montants)? Quelle est la procédure de recrutement pour ce poste?

Décrire les systèmes financiers et de gestion qui seront utilisés pour administrer les fonds de l'ICN:

Décrire les systèmes qui seront utilisés pour collecter, mesurer et rapporter les résultats des indicateurs du cadre de résultats:

5. ADRESSES

Nom et adresse de l'ICN:

Nom*: **Comité De Coordination Multisectorielle et Inter
partenaire**

Titre*: **CCMI**

Nom/adresse pour les notifications destinées à l'ICN:

Nom* **Ahmed Saad Sultan**

:

Titre*: **Président du CCMI**

2										2
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		Activité		Hypothèses	
Catégorie de coût		Frais de gestion UNDP		7%	
Catégorie de résultats					
Coût récurrent*	<input type="checkbox"/>				

Année 1	Coût unitaire	6,085	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4	1	Total année 1	12,170
Année 2	Coût unitaire	4,005	Quantité T 1	1	Quantité T 2		Quantité T 3		Quantité T 4	1	Total année 2	8,010

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Afficher / Masquer la section Co-financement («cacher» ne sera appliquée que si la co-financement n'est pas obligatoire et aucun montant Co-financement a été accordé)

2. CADRE DE RÉSULTATS

Le plan d'amélioration du ICN, développé dans le cadre de l' admissibilité et d'évaluation des performances du ICN (EPA), sert de cadre de rendement pour le financement du ICN. Se il vous plaît noter, non-respect du plan d'amélioration peut avoir un impact financement actuel et futur.

Se il vous plaît assurer que votre plus récent plan d'amélioration du ICN est à jour, et que le dernier progrès par rapport à chaque critère d'admissibilité (ER) et de Standard Minimum (MS) est enregistré dans la plate-forme en ligne et que les pièces justificatives est téléchargé, avant la présentation de ce formulaire.

Vous pouvez accéder au plan d'amélioration en utilisant vos informations d'identification du Fonds mondial, et le lien qui vous est fourni par votre équipe de pays.

Je certifie que les progrès de la mise en œuvre du plan d'amélioration du ICN (y compris les pièces justificatives nécessaires) a été mis à jour au cours des 4 dernières semaines. Date de mise à jour:

La réalisation de cette section est facultative pour toutes les demandes de financement des ICN.

Indicateur	Cible T 1	Cible T 2	Cible T 3	Cible T 4	Observations

PLEASE FILL IN THE PERFORMANCE FRAMEWORK FOR 'YEAR 1' ONLY. FOR 'YEAR 2', IT WILL BE DONE LATER (WITH THE EXPENDITURE REPORT BY THE END OF 'YEAR 1').

3. LISTE DES MEMBRES DE L'ICN ET APPROBATION DE LA DEMANDE DE BUDGET

Je certifie avoir bien mis à jour le Système de gestion des contacts du Fonds mondial (avec tous les coordonnées de tous les membres de l'ICN) dans les quatre dernières semaines. Date de la mise à jour:

[Cliquer ici pour accéder au système de Gestion des contacts du Fonds mondial](#)

Joindre une copie numérisée de la liste complète des membres de l'ICN qui approuvent la demande de budget



**3 REUNION EXTRAORDINAIRE
DU CCMI - 10 JUILLET
2014.docx**
Microsoft Word Document
202 KB



**documents annexes du
budget du CCMI - zip 1.zip**
Compressed (zipped) Folder
1.34 MB



**documents annexes du
budget du CCMI - zip 2.zip**
Compressed (zipped) Folder
675 KB

Handwritten signature

Adres BP: 1974 Djibouti

se:

Tél.: (+253) 21352313 - (+253)21359060

Fax:

Adres BP: 1974 Djibouti

se:

Tél.: (+253)21352313 - (+253)21359060

Fax:

Informations sur le compte bancaire sur lequel seront versés les fonds destinés à l'ICN:

Titulaire légal du compte bancaire: **UNDP**

Intitulé du compte bancaire: **UNDP Contributions USD Account**

Numéro du compte bancaire: **015-002284**

Nom de la banque: **JP Morgan Chase Bank N.A.**

Adresse de la banque: **270 Park Avenue, 43rd floor New York, NY, 10017 United States of America**

Code SWIFT/IBAN/BIC de la banque: **CHASUS33XXX**

Code de la banque:

Instructions de routage:

Nom et adresse du récipiendaire des fonds de l'ICN:

Nom*: **United Nations Development Programme (UNDP)**

Titre*:

Adresse: **LOTISSEMENT DU HERON n° 52 VILLE DE DJIBOUTI DJIBOUTI**

Tél.:

Fax:

Nom/adresse pour la notification destinées au récipiendaire des fonds de l'ICN:

Nom*: **Ahmed Saad Sultan**

Titre*: **Président du CCMI**

Adresse: **Président du Comité de Suivi BP: 1974 Djibouti**

Tél.: **(+253)21352313 - (+253)21359060**

Fax:

Trésorerie information sur le solde*: - Requis

Trésorerie Déclaration du livre:  File Attachment

Déclaration de la Banque:  File Attachment

Rapprochement bancaire:  File Attachment

Téléchargez 'Terme de Références' (TDRs) Documents et documentation des processus d'embauche pour tout le personnel du Secrétariat (ZIP en un seul fichier et télécharger)*: - Requis



1 AVIS DE MANIFESTATION
D'INTERET POUR LES 2 POSTES
DU SECRETARIAT.pdf
Adobe Acrobat Document
298 KB

Téléchargez tous les documents pertinents, comme les courriels de négociation (facultatif)*:

STANDARD TERMS AND CONDITIONS

1. Introduction

1.1 The association (“CCM”) named in block 2 of the face sheet of this Agreement is the Country Coordinating Mechanism for the country (the “Host Country”) specified in block 1 of the face sheet of this Agreement. The CCM has responsibility for oversight of the grants specified in block 8 of the face sheet of this Agreement.

1.2 The CCM has applied to the Global Fund for funding to support certain administrative costs and other activities of the CCM. The Global Fund has agreed to provide the requested funding on the terms and subject to the conditions set out in this Agreement.

1.3 The CCM is not a legally incorporated body with separate legal personality and does not have the authority to enter into legally binding agreements with third parties. Accordingly, the CCM has designated the organization (the “CCM Funding Recipient”) named in block 3 of the face sheet of this Agreement to be responsible for receiving and managing such funding on behalf of the CCM.

2. Parties and Purpose

2.1 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 CCM Funding Recipient (each a “Party” and together, the “Parties”).

2.2 This Agreement sets out the terms upon which the Global Fund will make available funding up to the amount stated in block 7A of the face sheet of this Agreement to support the activities of the CCM.

3. Budget and Permitted Use

3.1 Funds provided under this Agreement may only be used to finance the activities of the CCM in accordance with the Performance Framework and Budget (together, the “Workplan”) respectively set out in Annexes A and B to this Agreement. Changes to the Workplan are subject to the prior written approval of the Global Fund. The CCM Funding Recipient shall ensure that all Funds provided under this Agreement are prudently managed and shall take all necessary action to ensure that funds are used solely to pay for activities in accordance with the Workplan and consistent with the terms of this Agreement. The CCM Funding Recipient shall use its reasonable efforts to ensure that such funds are not used 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.

3.2 If the maximum amount of Funds provided under this Agreement exceeds 100,000 United States Dollars for any 12 month period occurring between the CCM Funding Start Date and the CCM Funding End Date specified in blocks 6A and 6C, respectively, of the face sheet (the “CCM Funding Period”), the CCM Funding Recipient acknowledges and understands that the Global Fund has entered into this Agreement in reliance on the representation by the CCM in its funding request that no less than 20% of any funding in excess of 100,000 United States Dollars will be provided to the CCM by sources other than the Global Fund to fund CCM activities during this period (the “Co-Funding Minimum”). Accordingly, if the CCM Funding Recipient becomes aware that the expected amount of funding from other sources for a given CCM Funding Period is in fact or is anticipated to be materially lower than the Co-Funding Minimum, the CCM Funding Recipient shall promptly notify, or cause the

CCM to notify, the Global Fund. Other sources of financing encompass all domestic and foreign development assistance resources (including contributions from governments, loans from external sources or private creditors, debt relief proceeds, and private contributions such as from non-governmental organizations, faith-based organizations, other domestic partners, and user fees).

3.3 The CCM Funding Recipient acknowledges and agrees that all funds committed or disbursed by the Global Fund under all the previous CCM funding agreement(s) with the CCM Funding Recipient indicated in Block 8B of the face sheet of this Agreement (including any interests on CCM funding disbursed by the Global Fund), (collectively, “Existing Funds”) shall be treated as follows:

- (a) all such Existing Funds that have been spent or committed by or on behalf of the CCM prior to the CCM Funding Start Date shall be subject to, and accounted for under the terms and conditions of existing CCM Funding Agreement(s) pursuant to which such funds were disbursed or generated;
- (b) all such Existing Funds that have not been spent or committed as of the CCM Funding Start Date shall be subject to, and accounted for under the terms and conditions of this Agreement; and
- (c) the Performance Framework and Maximum Budget amounts (indicated in blocks 7B, 7C and 7D of the face sheet of this Agreement) for this Agreement relate to the aggregate amount of funding described in section (b) above and to the Total Additional CCM Funding committed under this Agreement (indicated in block 7A of the face sheet of this Agreement), (collectively, the “Funds provided under this Agreement”).

3.4 In accordance with the decisions and directives of the Executive Board of the United Nations Development Programme (“UNDP”) reflected in its Policy on Cost Recovery from Other Resources, the funds provided under this Agreement shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (“GMS”) services. To cover these GMS costs, a fee equal to 7% of the funding provided hereunder shall be retained by the CCM Funding Recipient. Furthermore, as long as they are unequivocally linked to the CCM administrative activities approved for funding hereunder, all direct costs of implementation will be identified in the project budget against a relevant budget line and paid for accordingly from funds made available hereunder.

4. Effective Date; CCM Funding Period

4.1 This Agreement, prepared in two originals, shall become effective on the date of its signature by the CCM Funding Recipient and the Global Fund, acting through their duly Authorized Representatives identified in blocks 13 and 14 of the face sheet of the Agreement.

4.2 The Global Fund is making the Funds provided under this Agreement available to the CCM through the CCM Funding Recipient for the CCM Funding Period. The initial CCM Funding Period shall be 24 months, but may be extended for subsequent 24-month periods upon the submission by the CCM of a request for continued funding and approval by the Global Fund, in its sole discretion, of such request. A condition of such approval is the submission of all reports required by this Agreement, in form and substance satisfactory to the Global Fund.

5. Representations and Covenants

The CCM Funding Recipient shall receive and administer the funds in accordance with its regulations, rules and directives.

6. Local Fund Agent

6.1 The Global Fund has retained the services of a Local Fund Agent (the “LFA”), as indicated in block 10 of the face sheet of this Agreement, to assist the Global Fund in overseeing the implementation of this Agreement. The CCM Funding Recipient shall cooperate fully with the LFA to permit the LFA to carry out its functions, including by making available to the Global Fund and the LFA all relevant financial information drawn from relevant accounts and records.

6.2 For purposes of this Agreement, the principal representative of the LFA shall be the person named or acting in the position identified in block 10 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 CCM Funding Recipient accordingly.

7. Disbursements and Reporting

7.1 Unless otherwise agreed between the Global Fund and the CCM Funding recipient, the Global Fund will disburse funds under this Agreement on an annual basis in advance. The Global Fund will not disburse funds under this Agreement after the CCM Funding End Date or at any time when the Global Fund has determined in its sole discretion that funds sufficient to make the disbursement are not available to the Global Fund for such purpose at the time of the disbursement. If the CCM Funding Recipient chooses to continue administrative activities in support of the CCM after the Global Fund funding available under this Agreement has been exhausted, the CCM Funding Recipient understands that the Global Fund makes no commitment beyond the amounts available under the terms of this Agreement.

7.2 The CCM Funding Recipient shall, not later than 10 months and 22 months after the CCM Funding Start Date (each such date, a “Financial Report Due Date”), provide to the Global Fund a Periodic Report and a Request for Disbursement containing the following information:

- (a) a financial report for the period beginning on the CCM Funding Start Date and ending on the Financial Report Due Date. The financial report shall set out the income and expenditure relating to funds disbursed under this Agreement and a statement of the cash balance at the end of the period and the projected cash balance at the initial CCM Funding End Date. Expenditure reporting must include costs broken down by financial cost category (salaries, administration, meetings, consultations, communications, translation, program oversight and others) as well as by CCM functional area. Information must also be provided on CCM funding use by representatives of non-governmental constituencies on the CCM. The Global Fund and the CCM Funding Recipient, shall agree on the form of the report. The CCM Funding Recipient shall explain in the report any variance between Budget and actual expenditures;
- (b) a performance report for the period beginning on the CCM Funding Start Date and ending on the Financial Report Due Date describing progress towards planned targets; and
- (c) a Request for Disbursement of CCM funding for the time period until the next Periodic Report and Disbursement Request due date, or until the end of the CCM Funding Period, whichever is soonest.

For the purposes of point 7.2, the CCM Funding Recipient shall use the form “CCM Progress Update and Disbursement Request”, available from the Global Fund upon request.

7.3 If the CCM Funding End Date is not extended, the CCM Funding Recipient shall, no later than 3 months after the CCM Funding End Date, provide to the Global Fund a financial report for the period beginning on the day after the most recent reporting period and ending on the CCM Funding End Date.

7.4 The Global Fund and the CCM Funding Recipient may make the information derived from the implementation of this CCM funding program available to the domestic and international community, consistent with the rights of individuals to privacy, the property rights of persons in trade secrets and confidential commercial or financial information. The Global Fund reserves the right to freely publish or disseminate information derived from the implementation of this CCM funding program.

8. Bank Accounts

8.1 The CCM Funding Recipient shall ensure that funds disbursed to the CCM Funding Recipient are administered in accordance with UNDP Financial Regulations and Rules.

8.2 Any interest on funds disbursed by the Global Fund to the CCM Funding Recipient under this Agreement shall be accounted for and used solely in accordance with the Workplan or as otherwise agreed by the Global Fund.

9. Books and Records; Audits; Access

9.1 The CCM Funding Recipient shall maintain books and records in accordance with United Nations Accounting Standards adequate to show, without limitation, all costs incurred by the CCM Funding Recipient under this Agreement. Books and records must be kept in the possession of the CCM Funding 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.

9.2 The CCM Funding Recipient shall have financial audits conducted of program expenditures in accordance with its internal and external auditing practices. The CCM Funding Recipient agrees to provide to the Global Fund a copy of biennial financial statements, as audited by its external auditors, the UN Board of Auditors. In addition, not later than June 30 of each year, the CCM Funding Recipient shall submit to the Global Fund a statement, certified by the Comptroller of the CCM Funding Recipient, of income and expenditure made under this Agreement during the preceding year.

10. Goods and Services; Assets

10.1 The CCM Funding Recipient shall maintain policies and practices that govern all procurement using funds made available under this Agreement that, at a minimum, conform to standards that ensure transparency, value-for-money, competitiveness, efficiency and accountability. The CCM Funding Recipient shall ensure that such policies and practices are followed at all times.

10.2 Although goods or other property financed by the Global Fund under this Agreement may, during the CCM Funding Period, be held in the possession of the CCM or members of the CCM for the purpose of the administrative activities of the CCM, title to such goods and other property shall be held by the CCM Funding Recipient. The Global Fund may direct, at any time in its sole discretion, that title to such goods and other property be transferred to the Global Fund or another entity in the Host Country nominated by the Global Fund. All goods and services and activities financed with

funds made available under this Agreement are used solely for the activities of the CCM consistent with the Workplan.

10.3 The CCM Funding Recipient shall ensure that, where available at a reasonable cost, appropriate levels of insurance be maintained to cover the CCM's activities under this Agreement, including assets (if any) financed under this Agreement. The Global Fund assumes no liability for any loss or damage to any person or property arising in connection with this Agreement.

10.4 The CCM Funding Recipient shall try to ensure that this Agreement and the assistance financed hereunder shall be free from taxes and duties imposed under laws in effect in the Host Country.

10.5 The CCM Funding Recipient shall assert all exemptions from taxes and duties to which it believes it, the Global Fund or this Agreement is entitled.

11. Conduct

11.1 The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the CCM Funding Recipient shall maintain standards of conduct that govern the performance of its staff, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

11.2 No person affiliated with the CCM Funding Recipient (staff, individual contractors, counterpart government officials) shall participate in the selection, award or administration of a contract, grant or other benefit or transaction financed by funds made available hereunder, 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. No person affiliated with the CCM Funding Recipient (staff, individual contractors, counterpart government officials) shall participate in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment. Persons affiliated with the CCM Funding Recipient (staff, individual contractors, counterpart government officials) shall not solicit gratuities, favors or gifts from contractors or potential contractors.

11.3 If the CCM Funding Recipient has knowledge or becomes aware of any actual, apparent or potential conflict between the financial interests of any person affiliated with the CCM Funding Recipient, the CCM, the LFA, or the Global Fund and that person's duties with respect to the implementation of this Agreement, the CCM Funding Recipient shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

11.4 The Global Fund and the CCM Funding Recipient shall neither offer a third person nor seek, accept or be promised directly or indirectly for themselves or for another person or entity any gift or benefit that would or could be construed as an illegal or corrupt practice.

12. Use of Name and Logo

Neither Party shall use the logo or any trademarks of the other Party unless it has executed valid license agreements for such use.

13. Novation or Transfer of the Responsibilities of the CCM Funding Recipient

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

14. Notices

Any notice, request, document, report, or other communication submitted by the CCM Funding Recipient or the Global Fund, unless this Agreement expressly provides otherwise, shall be sent to each other Party's: (i) Authorized Representative noted in block 13 or 14 of the face sheet of this Agreement, as appropriate; or (ii) the Name/Address for Notices noted in block 11B or 12 of the face sheet of this Agreement, as appropriate. In the case of communications to the Global Fund through the LFA, the CCM Funding Recipient shall submit such communications to the person identified in block 10 of the face sheet of this Agreement. All communications under this Agreement will be in English, unless the Global Fund and the CCM Funding Recipient agree otherwise in writing.

15. Termination, Suspension, Expiry of CCM Funding Period

15.1 After consultations have taken place between the Global Fund and the CCM Funding Recipient, and provided that the payments already received, together with other funds available to the program/project, are sufficient to meet all commitments and liabilities incurred in the execution/implementation of this Agreement, this Agreement may be terminated by the Global Fund or by the CCM Funding Recipient. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Agreement. Either the Global Fund or the CCM Funding Recipient may suspend this Agreement in whole or in part upon giving the other Party seven days written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.

15.2 Notwithstanding termination of all or part of this Agreement, the CCM Funding Recipient may use funds that have already been disbursed to it to satisfy commitments and expenditures already incurred in the implementation of the Agreement before the date of termination. After the CCM Funding Recipient has satisfied such commitments and liabilities, the CCM Funding Recipient will return all remaining funds disbursed hereunder to the Global Fund or dispose of such funds as directed by the Global Fund.

16. Limitation of Liability; Indemnification

16.1 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 Funding Recipient, any employees or any contractor thereof, the CCM (or any member thereof) or any other person or entity as a result of this Agreement. Any financial or other liability that may arise as a result of the activities of the CCM Funding Recipient shall be the sole responsibility of the CCM Funding Recipient.

16.2 This Agreement 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 CCM Funding Recipient. Neither the CCM nor the CCM Funding Recipient shall, 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.

17. Applicable Law; Arbitration

17.1 Any dispute between the Global Fund and the CCM Funding Recipient arising out of or relating to this Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party. The arbitration shall be conducted in accordance with UNCITRAL Arbitration Rules as at present in force. The Global Fund and the CCM Funding 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.

17.2 For any dispute for which the amount at issue is 100,000 United States dollars or less, there shall be one arbitrator.

17.3 For any dispute for which the amount at issue is greater than 100,000 United States dollars, there shall be three arbitrators appointed as follows: The Global Fund and the CCM Funding Recipient shall each appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint a third who shall be the chairperson.

18. Miscellaneous

18.1 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 CCM Funding Recipient.

18.2 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.

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

18.4 This Agreement shall be binding on the successors and assignees of the CCM Funding Recipient and the Agreement shall be deemed to include the CCM Funding Recipient's successors and assignees. However, nothing in this Agreement shall permit any assignment without the prior written approval of the Global Fund.

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

19. Privileges and Immunities

19.1 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.

19.2 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.

20. 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"). Funds made available to the CCM Funding Recipient under this Agreement 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.