

**PROGRAM GRANT AGREEMENT
BETWEEN
THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA
("Global Fund")
AND THE UNITED NATIONS DEVELOPMENT PROGRAMME
("Principal Recipient")**

1. Country: The Republic of Haiti		
2. Program Title: Haiti: Scaling up the Response to HIV/AIDS		
3. Grant Number: HTI-102-G09-H		3A. Modification Number and Date: N/A
4. Program Starting Date: 1 January 2011	5. Program Ending Date: 31 December 2011	6. Proposal Completion Date: 31 December 2011
6A. Condition Precedent Terminal Date: 15 May 2011	6B. Condition Precedent Terminal Date: N/A	6C. Condition Precedent Terminal Date: N/A
7. Grant Funds: Up to the amount of US \$29,996,555 (Twenty Nine Million Nine Hundred and Ninety-Six Thousand Five Hundred and Fifty-Five US Dollars)		
8. Program Coverage: HIV/AIDS		
9. Information for Principal Recipient Bank Account into Which Grant Funds Will Be Disbursed:		
Beneficiary: THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)		
Account name: UNDP Contributions Account		
Account number: 015002284		
Bank name: JP Morgan Chase		
Bank address: 270 Park Avenue, 43rd Floor New York, NY, 10017 United States of America		
Bank SWIFT Code: CHASUS33		
ABA Number: 021000021		
10. The fiscal year of the Principal Recipient runs from 1 January to 31 December.		
11. LFA KPMG LLP 345 Park Avenue, Suite 3800 New York, NY 10154 - United States of America Tel.: +1 212 872 5955 Fax: + 1 415 358 8385 Attention: Timothy A. Stiles E-mail: taastiles@kpmg.com		
12. Principal Recipient Additional Representative: Jessica Faieta UNDP Senior Country Director MINUSTAH Logistic Base Zone 5, Office 1B Port-au-Prince-Haiti Cel.: +209 3484 2026 E-mail: jessica.faieta@undp.org		13. Global Fund Additional Representative: Jonathan Brown Acting Director of Country Programs 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
14. This Agreement consists of the two pages of this face sheet and the following: Standard Terms and Conditions Annex A - Program Implementation Abstract		

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



Date 22 Feb/2011

Ms. Jessica Faieta
UNDP Senior Country Director

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



Date 1/31/2011

Prof. Michel Kazatchkine
Executive Director

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

Date _____

Mr. Jean-Max Bellerive
Prime Minister
Republic of Haiti

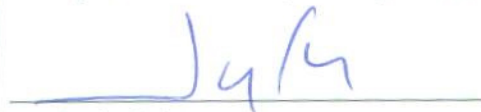
18. Acknowledged by Civil Society Representative of the **Country Coordinating Mechanism**

Date _____

Mr. Arnoux Descardes
CCM Vice-Chair
Executive Director
Volontariat pour le Développement d'Haiti (VDH)

19. **Entry into Force:** This Agreement, prepared in two originals, shall enter into force on the date of its signature by both the Principal Recipient and the Global Fund, acting through their duly Authorized Representatives identified in blocks 15 and 16 above.

15. Signed for the Principal Recipient by its Authorized Representative



Date 22 Feb / 2011

Ms. Jessica Faieta
UNDP Senior Country Director

16. Signed for the Global Fund by its Authorized Representative

Date _____

Prof. Michel Kazatchkine
Executive Director

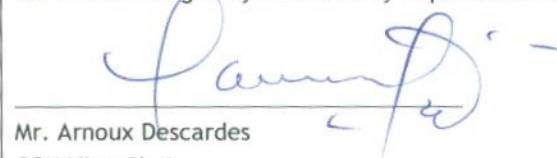
17. Acknowledged by the Chair of the Country Coordinating Mechanism



Date Feb 22, 2011

Mr. Jean-Max Bellerive
Prime Minister
Republic of Haiti

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



Date FEB 18, 2011

Mr. Arnoux Descardes
CCM Vice-Chair
Executive Director
Volontariat pour le Développement d'Haiti (VDH)

19. **Entry into Force:** This Agreement, prepared in two originals, shall enter into force on the date of its signature by both the Principal Recipient and the Global Fund, acting through their duly Authorized Representatives identified in blocks 15 and 16 above.

Standard Terms and Conditions

Article 1. PURPOSE OF AGREEMENT

This Agreement between the Global Fund to Fight AIDS, Tuberculosis and Malaria, a non-profit foundation established under the laws of Switzerland (the “Global Fund”) and the United Nations Development Programme, a subsidiary organ of the United Nations, with its headquarters in New York, New York, United States of America, as represented by its Resident Representative in the country specified in block 1 of the face sheet of this Agreement (the “Principal Recipient”) defines the terms and conditions under which the Global Fund will provide funding to the Principal Recipient to implement or oversee the implementation of the Program whose title is set forth in block 2 of the face sheet of this Agreement (the “Program”) for the country specified in block 1 of the face sheet of this Agreement (“Host Country”).

Article 2. THE PROGRAM

a. The Program is further described in Annex A of this Agreement, the “Program Implementation Abstract.” The Principal Recipient will implement or oversee the implementation of the Program in accordance with the terms of this Agreement, which the Principal Recipient will administer using its regulations, rules and procedures. The Principal Recipient will be responsible and accountable to the Global Fund for all resources it receives under this Agreement and for the results that are to be accomplished.

b. The Global Fund and the Principal Recipient may by agreement in writing from time to time modify Annex A of this Agreement during the implementation of the Program.

Article 3. FISCAL TERMS

a. The Global Fund hereby grants to the Principal Recipient an amount not to exceed that stated in block 7 of the face sheet of this Agreement (the “Grant”), which shall be made available to the Principal Recipient under the terms of this Agreement. The Global Fund makes the Grant to the Principal Recipient in response to the Country Coordinating Mechanism’s request for financial assistance.

b. Any interest or other earnings on funds disbursed by the Global Fund to the Principal Recipient under this Agreement shall be used for Program purposes, unless the Global Fund agrees otherwise in writing.

c. (1) Total Global Fund funding for the Program is limited to the Grant. Each disbursement of Grant funds shall be subject to the availability of funds to the Global Fund for such purpose at the time of the disbursement. Unless the Global Fund agrees otherwise in writing, the Grant may be used for Program expenditures beginning from the “Program Starting Date” (specified in block 4 of the face sheet of this Agreement). If the Principal Recipient chooses to continue Program activities after the Global Fund funding has been exhausted, the Principal Recipient understands that the Global Fund makes no commitment beyond the amounts available under the terms of this Agreement.

(2) In making funds available for the Program, the Global Fund acknowledges that, in accordance with the Principal Recipient's Financial Regulations and Rules,

disbursements to the Principal Recipient must be made in advance of the implementation of the activities to be financed. In the event funds are not available to the Global Fund, the Principal Recipient may reduce, suspend or terminate its support to the Program.

d. The Global Fund and the Principal Recipient estimate that the proposal described in Annex B, as designed and if fully funded and implemented, will be completed by the “Proposal Completion Date” (specified in block 6 of the face sheet of this Agreement). Unless the Global Fund agrees otherwise in writing, the Global Fund will not authorize disbursement of the Grant after the “Program Ending Date” (specified in block 5 of the face sheet of this Agreement) if the Global Fund determines in its sole discretion that satisfactory progress has not been made in implementing the Program before the Program Ending Date or that funds are not available for such disbursement.

e. Conditions Precedent to Disbursement.

(1) Annex A, the Program Implementation Abstract, may state conditions precedent to first disbursement of funds under the Grant or conditions precedent to disbursement of Grant funds for a particular purpose, in excess of a specified amount or after a certain time. Unless the Global Fund and the Principal Recipient agree otherwise in writing, the Principal Recipient must satisfy the stated conditions, in form and substance satisfactory to the Global Fund, before the Global Fund will authorize disbursement of the relevant funds.

(2) The terminal dates for meeting the conditions specified in Annex A are the dates specified in blocks 6A, 6B and 6C (if present) of the face sheet of this Agreement, as indicated for the particular conditions. If the conditions precedent have not been met by the stated terminal date, the Global Fund, at any time, may terminate this Agreement by written notice to the Principal Recipient.

(3) Unless the Global Fund advises the Principal Recipient otherwise in writing, the Principal Recipient will furnish to the Global Fund all items required to satisfy the conditions precedent to disbursement stated in Annex A and shall ensure that members of the Country Coordinating Mechanism receive copies of the items. The Global Fund will promptly notify the Principal Recipient when the Global Fund has determined that a condition precedent has been met.

f. Consistent with numerous United Nations Security Council Resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both the Global Fund and the Principal Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Global Fund to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Principal Recipient undertakes to use reasonable efforts to ensure that none of the Grant funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

Article 4. TAXES AND DUTIES

a. The Principal Recipient shall try to ensure through coordination with the government of the Host Country and the Country Coordinating Mechanism and otherwise

that this Agreement and the assistance financed hereunder shall be free from taxes and duties imposed under laws in effect in the Host Country.

b. The Principal Recipient shall assert all exemptions from taxes and duties to which it believes it, the Global Fund or the Grant is entitled.

Article 5. THE TRUSTEE

The Global Fund and the International Bank for Reconstruction and Development (the "World Bank") have entered into an agreement as of May 31, 2002, by which the World Bank has agreed to establish the "Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria" (the "Trust Fund") and to serve as the trustee of the Trust Fund (the "Trustee"). Grant funds made available to the Principal Recipient will be disbursed from the Trust Fund.

Article 6. DISBURSEMENTS

a. Approximately every three months, the Principal Recipient shall submit to the Global Fund requests for disbursements of funds from the Grant, in form and substance satisfactory to the Global Fund. Requests for disbursement shall be signed by the person or persons authorized by the Principal Recipient to do so. Upon the Global Fund's approval of a request for disbursement, the Global Fund will advise the Trustee to transfer the amount approved by the Global Fund into the account specified in block 9 of the face sheet of this Agreement.

b. The amount approved for disbursement will be based on achievement of Program milestones and the expected cash flow needs of the Principal Recipient. The Global Fund, at any time, may approve for disbursement an amount less than the disbursement request if the Global Fund concludes that the full disbursement request is not justified.

c. Each disbursement under the Grant is subject to the availability of funds to the Global Fund for such disbursement.

Article 7. AUDITS AND RECORDS

a. Books and Records of the Principal Recipient.

The Principal Recipient shall maintain Program accounts, books, records, and all other documents relating to the Program or maintained under the Agreement, adequate to show, without limitation, all costs incurred by the Principal Recipient under the Agreement and the overall progress toward completion of the Program ("Program books and records"). The Principal Recipient shall maintain Program books and records in accordance with United Nations Accounting Standards. Program books and records shall be maintained 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 findings.

b. Principal Recipient Audits.

(i) The Principal Recipient shall have annual financial audits conducted of Program expenditures. Subject to the approval of the Global Fund, which approval shall not be

unreasonably withheld, the Principal Recipient shall select an independent auditor to conduct the audits and set the terms of reference pursuant to which they shall be conducted. The cost of such special audit shall be borne by the Program.

(ii) Should the Global Fund have reason to request a special purpose audit on the use of Global Fund resources, UNDP agrees to be responsible for: (i) securing the appointment of a mutually agreed independent auditor; and (ii) preparing mutually agreed audit Terms of Reference which reflect, as necessary, circumstances giving rise to the Global Fund's request for said audit. The cost of such special audit shall be borne by the Program.

c. Certified Financial Statement.

Not later than June 30 of each year, the Principal Recipient shall submit to the Global Fund a statement, certified by the Comptroller of the Principal Recipient, of income and expenditure of the Program during the preceding year.

d. Sub-recipient Audits.

The Principal Recipient shall submit to the Global Fund a plan, acceptable to the Global Fund, for the audit of the expenditures of Sub-recipients under the Program. The Principal Recipient shall ensure that Sub-recipients are audited in accordance with the plan, unless the Global Fund and the Principal Recipient agree otherwise in writing. Upon request, the Principal Recipient shall furnish or cause to be furnished to the Global Fund a copy of reports of audits carried out under the plan.

e. Ad-hoc Site Visits

The Principal Recipient shall afford authorized representatives of the Global Fund and its agents or any third party of which the Global Fund notifies the Principal Recipient the opportunity at all reasonable times on an ad hoc basis to make visits related to operations financed by the Grant. The purpose of such ad hoc site visits is to allow the Global Fund to be in a position to report to its constituencies on the implementation of the Program and to determine whether value for money has been obtained. In connection with such visits, the Principal Recipient will make available to the Global Fund all relevant financial information drawn from the relevant accounts and records.

f. Notification.

The Principal Recipient shall notify the Global Fund promptly in writing of any audits of activities financed by this Agreement initiated by or at the request of an audit authority of the Government of the Host Country or of any other entity.

Article 8. REFUNDS

a. In the case of any disbursement of the Grant that is not made or used in accordance with this Agreement, or that finances goods or services that are not used in accordance with this Agreement, the Global Fund, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Principal Recipient to refund the amount of such disbursement in United States dollars to the Global Fund within sixty (60) days after the Principal Recipient receives the Global Fund's request for a refund.

b. If the Principal Recipient's failure to comply with any of its obligations under this Agreement has the result that goods or services financed or supported by the Grant are not used in accordance with this Agreement, the Global Fund may require the Principal Recipient to refund all or any part of the amount of the disbursements under this Agreement for or in connection with such goods or services in United States dollars to the Global Fund within sixty (60) days after receipt of a request therefor.

c. The right under paragraphs (a) or (b) of this Article to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.

Article 9. ADDITIONALITY

In accordance with the criteria governing the selection and award of this Grant, the Global Fund has awarded the Grant to the Principal Recipient on the condition that the Grant is in addition to the normal and expected resources that the Host Country usually receives or budgets from external or domestic sources. In the event such other resources are reduced to an extent that it appears, in the sole judgment of the Global Fund, that the Grant is being used to substitute for such other resources, the Global Fund may terminate this Agreement in whole or in part under Article 21 of this Agreement.

Article 10. PROGRAM COOPERATION AND COORDINATION

a. The Country Coordinating Mechanism

(1) The Principal Recipient hereby acknowledges that:

(a) the Country Coordinating Mechanism (of which the Principal Recipient is a part) is the group that coordinates the submission of proposals to the Global Fund from the Host Country and monitors the implementation of activities under approved programs;

(b) the Country Coordinating Mechanism functions as a forum to promote true partnership development and participation of multiple constituencies, including Host Country governmental entities, donors, nongovernmental organizations, faith-based organizations and the private sector;

(c) the Country Coordinating Mechanism should encourage multisectoral program approaches and ensure linkages and consistency between Global Fund assistance and other development and health assistance programs, including but not limited to multilateral loans, bilateral grants, Poverty Reduction Strategy Programs, and sector-wide assistance programs; and

(d) the Country Coordinating Mechanism should encourage its partners to mobilize broadly to fight diseases of poverty, to seek increased financial resources and technical assistance for that purpose, and to ensure the sustainability of local programs, including those supported by the Global Fund.

(2) The Principal Recipient will cooperate with the Country Coordinating Mechanism and the Global Fund to assure that the purpose of this Agreement will be accomplished. To this end, the Principal Recipient and the Global Fund, at the request of either or of the Country Coordinating Mechanism, will exchange views on the progress of the Program, the performance of obligations under this Agreement, and the performance of any consultants, contractors, or suppliers engaged in the Program, and other matters relating to the Program.

(3) The Principal Recipient shall actively assist the Country Coordinating Mechanism to meet regularly to discuss plans, share information and communicate on Global Fund issues. The Principal Recipient shall keep the Country Coordinating Mechanism continuously informed about the Program and the Principal Recipient's management thereof and shall furnish to the Country Coordinating Mechanism such reports and information as the Country Coordinating Mechanism may reasonably request. The Principal Recipient understands that the Global Fund may, in its discretion, share information with the Country Coordinating Mechanism.

(4) The Principal Recipient shall coordinate its activities with the activities of related or substantially similar programs in the Host Country.

(5) The Global Fund and the Principal Recipient may agree in Implementation Letters, in accordance with Article 12 below, on additional responsibilities of the Principal Recipient with respect to the Country Coordinating Mechanism.

b. Sub-recipients

(1) From time to time, the Principal Recipient may, under this Agreement, provide funding to other entities to carry out activities contemplated under the Program ("Sub-recipients"). The Principal Recipient will be responsible for the results it and Sub-recipients (if any) are to accomplish. The Principal Recipient shall ensure that all agreements with Sub-recipients ("Sub-recipient Agreements") are consistent with this Agreement. Prior to any disbursement of Grant funds to a Sub-recipient, the Principal Recipient shall obtain and maintain in effect a certification from such Sub-recipient that such Sub-recipient shall (i) undertake best efforts to ensure that none of the Grant funds received by it are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by the Principal Recipient under the Sub-recipient Agreement do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999); and (ii) ensure that the same undertaking is included in all sub-contracts or sub-agreements entered into under the Sub-recipient Agreement. The Principal Recipient shall furnish the Global Fund a copy of the form or forms of agreement, acceptable to the Global Fund, that the Principal Recipient will use with Sub-recipients.

(2) The Principal Recipient's accountability and reporting shall encompass the funds disbursed to all Sub-recipients and to the activities Sub-recipients carry out using Program funds. The Principal Recipient shall have systems in place to assess (before the Principal Recipient transfers any resources to a Sub-recipient) the capacity of Sub-recipients, monitor their performance, and assure regular reporting from them in accordance with this Agreement. The Principal Recipient shall comply with such systems to assess Sub-recipients and supervise and monitor their activities and reporting under the Program. If the Principal Recipient finds that a Sub-recipient does not possess the required capacity to carry out the

activities envisioned under the Program, the Principal Recipient will consult with the Country Coordinating Mechanism and the Global Fund about how the situation should most appropriately be addressed.

(3) With respect to Sub-recipients or other third parties that enter into agreements with the Principal Recipient, the Global Fund shall assume no responsibility for the actions of such Sub-recipients or other third parties.

c. Other Principal Recipients

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

d. The LFA

(1) The Global Fund has entrusted an entity, as indicated in block 11 of the face sheet of this Agreement, (the "LFA"), to assist the Global Fund in its oversight role during the implementation of the Program.

(2) The Principal Recipient shall cooperate fully with the LFA to permit the LFA to carry out its functions. To this end, the Principal Recipient shall, inter alia, do the following, unless the Global Fund specifies otherwise in writing:

(a) submit all reports, disbursement requests and other communications required under this Agreement to the Global Fund through the LFA;

(b) submit to the LFA copies of all audit reports required under Article 7.d of this Agreement;

(c) permit the LFA to perform ad hoc site visits at the times and places decided by the LFA; and

(d) cooperate with the LFA in other ways that the Global Fund may specify in writing.

(3) For purposes of this Agreement, the principal representative of the LFA shall be the person named or acting in the position identified in block 11 of the face sheet of this Agreement, unless the Global Fund notifies the Principal Recipient otherwise in writing.

Article 11. COMMUNICATIONS

Any notice, request, document, report, or other communication submitted by either the Principal Recipient or the Global Fund, unless this Agreement expressly provides otherwise or the Global Fund and the Principal Recipient agree otherwise in writing, will be sent to the other party's Authorized Representative (noted in block 15 or 16 of the face sheet of this

Agreement) or Additional Representative (noted in block 12 or 13 of the face sheet of this Agreement. In the case of communications to the Global Fund through the LFA, the Principal Recipient shall submit such communications to the person identified in block 11 of the face sheet of this Agreement. All communications under this Agreement will be in English, unless the Global Fund and the Principal Recipient agree otherwise in writing.

Article 12. IMPLEMENTATION LETTERS

To assist the Principal Recipient in the implementation of this Agreement, the Global Fund will from time to time issue Implementation Letters that will furnish additional information and guidance about matters stated in this Agreement. In addition, the Global Fund and the Principal Recipient may from time to time issue jointly signed Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

Article 13. REPORTS

a. Unless the Global Fund advises the Principal Recipient otherwise in writing, the Principal Recipient shall furnish to the Global Fund the reports specified in paragraph b below at the interval indicated or such other interval to which the Global Fund and the Principal Recipient may agree in writing. The reports shall cover all funds and activities financed under the Grant. In addition, the Principal Recipient shall furnish to the Global Fund such other information and reports at such times as the Global Fund may request. The Global Fund will from time to time specify in Implementation Letters the guidelines for the contents and formats of the reports. The Principal Recipient shall furnish to the Country Coordinating Mechanism a copy of all reports the Principal Recipient submits to the Global Fund.

b. Required Reports

(1) Quarterly Reports

Not later than 45 days after the close of each quarter of the Principal Recipient's fiscal year, the Principal Recipient shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, a periodic report on the Program. The report shall reflect (i) financial activity during the quarter in question and cumulatively from the beginning of the Program until the end of the reporting period; and (ii) a description of progress towards achieving the agreed-upon milestones set forth in Annex A. The Principal Recipient shall explain in the report any variance between planned and actual achievements for the period in question.

(2) Annual Reports

Not later than 45 days after the close of each fiscal year of the Principal Recipient, the Principal Recipient shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, an annual financial and programmatic monitoring report (in addition to the quarterly reports) covering the preceding fiscal year.

(3) Phase Two Reporting

The Principal Recipient shall cooperate with the Global Fund, the Country Coordinating Mechanism, and other actors as necessary and appropriate to provide for the timely filing of an application for the continuation of funding beyond the Program End Date.

Article 14. MONITORING

The Principal Recipient will follow a principle of results-based monitoring congruent with the Global Fund's results-based disbursement approach. Not later than 90 days after this Agreement enters into force, the Principal Recipient shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed plan for monitoring the Program. The Global Fund will specify in Implementation Letters the guidelines for the plan.

Article 15. EVALUATION

The Global Fund, in its discretion, may conduct an independent evaluation of the Program. The Global Fund evaluation will conform to international best practice standards that include a focus on results, transparency and substantive accountability. The Global Fund will collaborate with the Evaluation Office of the Principal Recipient to specify, in consultation with the Country Coordinating Mechanism, the terms of reference for the evaluation and to plan, schedule and implement the evaluation. The Principal Recipient shall require all Sub-recipients to cooperate fully in the execution of the evaluation. The Global Fund will provide the Principal Recipient with a copy of the report of the evaluation.

Article 16. DISSEMINATION OF INFORMATION

The Global Fund and the Principal Recipient may make the information derived from the implementation of this 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 Program.

Article 17. CONTRACTS FOR GOODS AND SERVICES.

a. Unless the Global Fund agrees otherwise in writing, the Principal Recipient shall disclose to the Global Fund the policies and practices that it will use to contract for goods and services under this Agreement. At a minimum, such policies and practices shall conform to requirements 1 through 5 listed below.

(1) Contracts shall be awarded, to the extent practical, on a competitive basis.

(2) Solicitations for goods and services shall be based upon a clear and accurate description of the goods or services to be acquired.

(3) Contracts shall be awarded only to responsible contractors that possess the potential ability to successfully perform the contracts.

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

(5) The Principal Recipient shall maintain records regarding the receipt and use of goods and services acquired under the Agreement by the Principal Recipient, the nature and extent of solicitations of prospective suppliers of goods and services acquired by the Principal Recipient, and the basis of award of Principal Recipient contracts and orders.

b. Title to goods or other property financed under this Agreement shall be in the name of the Principal Recipient or such other entity as the Principal Recipient may designate and shall be disposed of by the Principal Recipient during the life of the Program or at its completion in accordance with Article 19 below.

c. From time to time, the Global Fund will issue Implementation Letters to further advise the Principal Recipient regarding policies applicable to contracts for goods and services using Grant funds.

Article 18. PHARMACEUTICAL AND OTHER HEALTH PRODUCTS

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

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

Expert Review Panel (ERP) means a panel of independent experts which reviews the potential risks/benefits associated with the use of Finished Pharmaceutical Products and makes recommendations to the Global Fund as to whether such Finished Pharmaceutical Products may be procured with Grant funds. A Finished Pharmaceutical Product will be eligible for review by the Expert Review Panel if it has not yet been prequalified by the WHO or authorized for use by a Stringent Drug Regulatory Authority, but meets the following criteria:

- (a)
 - (i) the manufacturer of the Finished Pharmaceutical Product has submitted an application for prequalification of the product by the WHO Prequalification Programme and it has been accepted by WHO for review; or
 - (ii) the manufacturer of the Finished Pharmaceutical Product has submitted an application for marketing authorization to a Stringent Drug Regulatory Authority, and it has been accepted for review by the Stringent Drug Regulatory Authority, and
- (b) the Finished Pharmaceutical Products is manufactured at a site that is compliant with the GMP standards that apply for the relevant Product Formulation, as verified after inspection by:
 - (i) the WHO Prequalification Programme;
 - (ii) a Stringent Drug Regulatory Authority; or
 - (iii) a drug regulatory authority participating to the Pharmaceutical Inspection Cooperation Scheme.

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

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

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

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

International Conference on Harmonization of Technical Requirements for the Registration of Pharmaceuticals for Human Use (ICH) is an initiative involving regulatory bodies and pharmaceutical industry experts that was established to make recommendations on ways to achieve greater harmonization in the interpretation and application of technical guidelines and requirements for product registration. ICH member countries are specified on its website: <http://www.ich.org> .

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

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

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

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

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

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

Stringent Drug Regulatory Authority means a regulatory authority which is (a) a member of the ICH (as specified on its website:); or (b) an ICH Observer, being the European Free Trade

Association (EFTA), Health Canada and WHO (as may be updated from time to time); or (c) a regulatory authority associated with an ICH member through a legally binding mutual recognition agreement.

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

b. Health Product Management Assessment and PSM plan. Due to the complexity and significant risks of the procurement of Health Products, no Grant funds may be used to finance such procurement until:

- (1). the Global Fund has assessed the Principal Recipient's capability to manage such procurement; and
- (2). the Principal Recipient has submitted to the Global Fund, in form and substance satisfactory to the Global Fund, a plan for the procurement, use and supply management of Health Products that is consistent with this Article, (the "PSM Plan").

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

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

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

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

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

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

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

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

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

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

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

- (1). the product is prequalified under the WHO Prequalification Program or authorized for use by a Stringent Drug Regulatory Authority; or
- (2). the product has been recommended for use by the Expert Review Panel, as described in paragraph i of sub-section (i) below.

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

i. Selection Process for Procuring Antiretroviral, Antimalarial and/or Antituberculosis Finished Pharmaceutical Products.

- (1) If there are two or more Finished Pharmaceutical Products Available for the same Product Formulation that are either prequalified by the WHO or authorized for use by a Stringent Drug Regulatory Authority, the Principal Recipient may only

use Grant funds to procure a Finished Pharmaceutical Product that meets either of those standards.

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

j. Quality Standards for Long-Lasting Insecticidal Mosquito Nets. Grant funds may only be used to procure long-lasting insecticidal mosquito nets that are recommended for use by the WHO Pesticide Evaluation Scheme.

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

l. Monitoring Supplier Performance. The Principal Recipient shall monitor the performance of suppliers with respect to the quality of the goods and services they supply and shall submit the information gathered to the Global Fund electronically for publication over the Internet through the Price and Quality Reporting mechanism referred to in sub-section (r).

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

n. Quality Control Tests of Finished Pharmaceutical Products

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

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

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

(i) Prequalified by WHO Prequalification Programme, or

(ii) Accredited in accordance with ISO17025; or

- (c) a laboratory contracted by the Global Fund.

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

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

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

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

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

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

q. Adherence to Treatment Protocols, Drug Resistance and Adverse Effects. The Principal Recipient shall implement mechanisms to:

- (1)i. encourage patients to adhere to their prescribed treatments (which mechanisms shall include but not be limited to fixed-dose combinations, once-a-day formulations, blister packs, and peer education and support);
- (2). ensure prescribers' adherence to agreed treatment guidelines;
- (3). monitor and contain drug resistance; and

- (4) monitor adverse drug reactions according to existing international guidelines.

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

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

Article 19. UTILIZATION OF GOODS AND SERVICES

All goods and services financed with Grant funds will, unless otherwise agreed in writing by the Global Fund, be devoted to the Program until the completion or termination of this Agreement, and thereafter unless the Principal Recipient and the Global Fund agree otherwise, any remaining property shall be transferred to the Global Fund. The Global Fund shall deal directly with the local authorities as necessary and appropriate regarding any such transfer.

Article 20. AMENDMENT

No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of the Global Fund and the Principal Recipient.

Article 21. TERMINATION; SUSPENSION

a. Either the Global Fund or the Principal Recipient may terminate this Agreement in whole or in part upon giving the other party 60 days written notice. Either the Global Fund or the Principal 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.

b. In the event that the Principal Recipient terminates this Agreement, it shall, if requested by the Global Fund, do its utmost to help to identify a suitable new entity to assume the responsibilities of implementing the Program.

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

d. In addition, upon full or partial termination or suspension of this Agreement, the Global Fund may, at the Global Fund's expense, direct that title to goods financed under the Grant, be transferred to the Global Fund if the goods are in a deliverable state.

Article 22. NOVATION; TRANSFER OF PRINCIPAL RECIPIENT RESPONSIBILITIES UNDER THIS AGREEMENT

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

Article 23. NONWAIVER OF REMEDIES.

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

Article 24. SUCCESSORS AND ASSIGNEES

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

Article 25. LIMITS OF GLOBAL FUND LIABILITY

a. The Global Fund shall be responsible only for performing the obligations specifically set forth in this Agreement. Except for those obligations, the Global Fund shall have no liability to the Country Coordinating Mechanism, the Principal Recipient, Sub-recipients or any other person or entity as a result of this Agreement or the implementation of the Program.

b. The Principal Recipient undertakes the Program on its own behalf and not on behalf of the Global Fund. This Agreement and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Global Fund and the Principal Recipient or any other person involved in the Program. The Global Fund assumes no liability for any loss or damage to any person or property arising from the Program.

Article 26. ARBITRATION

a. Any dispute between the Global Fund and the Principal 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 Principal Recipient agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy, or claim.

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

c. 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 Principal Recipient shall each appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint a third who shall be the chairperson.

Article 27. CONFLICTS OF INTEREST; ANTI-CORRUPTION

a. The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the Principal 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.

b. No person affiliated with the Principal Recipient (staff, individual contractors, counterpart government officials) shall participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Grant, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest. No person affiliated with the Principal 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 Principal Recipient (staff, individual contractors, counterpart government officials) shall not solicit gratuities, favors or gifts from contractors or potential contractors.

c. If the Principal Recipient has knowledge or becomes aware of any actual, apparent or potential conflict between the financial interests of any person affiliated with the Principal Recipient, the Country Coordinating Mechanism, the LFA, or the Global Fund and that person's duties with respect to the implementation of the Program, the Principal Recipient shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

d. The Global Fund and the Principal 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

Article 28. PRIVILEGES AND IMMUNITIES

Nothing in or related to this Agreement may be construed as a waiver, express or implied of:

a. the privileges and immunities of the Principal Recipient pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies, approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any international or national law, convention or agreement; or

b. the privileges and immunities accorded to the Global Fund under (i) international law including international customary law, any international conventions or agreements, (ii) under any national laws including but not limited to the 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.

ANNEX A to the PROGRAM GRANT AGREEMENT

Program Implementation Abstract

Country:	The Republic of Haiti
Program Title:	Haiti: Scaling up the Response to HIV/AIDS
Grant Number:	HTI-102-G09-H
Disease:	HIV/HSS
Principal Recipient:	United Nations Development Programme

A. PROGRAM DESCRIPTION

1. Background and Summary:

Haiti is a country in the Caribbean with around 10 million inhabitants (World Bank 2009). It has a surface area of 27,000 square kilometres divided into ten (10) geographic and health departments. Haiti is the country hardest hit by the HIV epidemic outside of the African continent. The HIV sero-prevalence was estimated at 3% in 2003 (National Sero-prevalence Survey) but recent data reflects a reduction to a range of 1.7% - 2.2%. Based on the latest available data from the UNAIDS report on the Global AIDS Epidemic 2010, the number of adults and children living with HIV is estimated at between 110,000 - 140,000 in 2009.

The epidemic began primarily among men who have sex with men (MSM) and among blood transfusion recipients. Over the years, HIV has quickly spread to the male and female heterosexual population, with more females (15+) living with HIV, estimated at 67,000, compared to males (15+), estimated at 43,000. Only 43% of individuals in need of antiretroviral treatment (based on WHO 2010 guidelines) were receiving treatment in 2009, according to the 2010 WHO Towards Universal Access Progress Report.

The Global Fund has funded HIV programs in Haiti since 2003 (through Round 1, Round 5 and Round 7). The Round 1 Grant covered mainly prevention activities with care and treatment interventions to provide support to those already infected and focused on pilot projects for combination antiretroviral (ARV) treatment. The Round 5 Grant was complementary to the Round 1 program. Its objectives included: i) increase in provision of treatment of people living with HIV/AIDS (PLWHA); ii) community care and support for vulnerable groups such as infants, children, orphans, youth and women in both rural and urban areas; and, iii) new types of advocacy activities.

The Consolidated RCC Program includes the Round 1 RCC and Round 5 Phase 2 Programs and covers prevention, treatment as well as care and support activities with an integrated approach. The Consolidated RCC Program was implemented from 1 January 2009 until 31 December 2010 by Fondation Sogebank as Principal Recipient (PR). The United Nations Development Programme (UNDP) is taking over the PR mandate after Fondation Sogebank resigned from its functions in 2010.

Prevention will continue to focus on behavior change communication campaigns (BCC) and activities to promote safer sexual behavior using mass media and face-to-face communication through peers, other advisors or health professionals. Condoms will be distributed and consistent condom use promoted with a major effort targeted at youth, female sex workers and men who have sex with men. Voluntary counseling and testing (VCT) services will be expanded to make it more feasible for a greater portion of the

population to know their status and will be coupled with counseling on behavior change. The availability of antiretroviral therapy (ART) to prevent mother-to-child transmission (MTCT) will be dramatically scaled up, ensuring that newborns remain HIV-negative and contributing indirectly to prevention activities by providing an incentive for women to access VCT services. Blood safety and universal precaution will be ensured through systematic screening of blood units.

Treatment will focus on increasing the number of people with advanced HIV infection receiving antiretroviral combination therapy (ART). TB/HIV collaborative activities will be conducted by initiating prevention treatment for newly-detected seropositive persons with latent TB infection. Finally, treatment will also be provided for sexually transmitted infections (using a syndromic management approach) and opportunistic infections (with a particular emphasis on linkages with tuberculosis treatment).

Care and support activities for people living with HIV/AIDS (PLWHA) will focus on community-based interventions, that will include awareness building among community leaders, support groups for HIV-positive individuals, home visits to families with HIV/AIDS, foster parenting of orphans and vulnerable children (OVCs), school fees for OVCs, as well as nutritional and psychosocial support for PLWHA.

2. Goal:

- To extend the survival rate and restore the quality of life of individuals living with HIV/AIDS in Haiti;
- To slow down the spread of HIV/AIDS in Haiti; and
- To empower sexually active Haitians to make informed choices and to adopt behaviors that protect their health, reduce their risk and vulnerability to HIV/AIDS and other Sexually Transmitted Infections (STIs), and contribute to the elimination of stigmatization of, and discrimination against, those infected and affected by HIV/AIDS.

3. Target Group/Beneficiaries:

- Youth aged 10 - 24 years old;
- Pregnant women;
- Sex workers;
- Men who have sex with men;
- PLWHA and their families;
- Orphans;
- HIV positive women and newborn infants;
- Medical staff and social workers;
- Ministry of Health staff from provincial directorates; and
- General population.

4. Strategies:

- To increase the number of people with advanced HIV infection receiving antiretroviral (ARV) combination therapy;

- To increase the number of PLWHA receiving diagnosis and treatment for opportunistic infections (OIs);
- To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support;
- To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation;
- To increase the number and proportion of people who have a complete knowledge of HIV;
- To increase the number and proportion of men and women engaged in high risk sex including female and male sex workers and MSM reached by HIV prevention program and who use a condom at each sexual intercourse;
- To improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV); and
- To improve access to safe blood.

5. Planned Activities:

To increase the number of people with advanced HIV infection receiving antiretroviral (ARV) combination therapy:

- Increasing the number of service delivery points that provide anti-retroviral treatment (ART); and
- Increasing the capacity for treatment at ARV treatment sites by training healthcare workforce.

To increase the number of PLWHA receiving diagnosis and treatment for opportunistic infections (OIs):

- Improving the framework supporting the patients suffering from sexually transmitted infections according to the established norms;
- Increasing the number of PLWHA receiving prophylaxis and treatment for Opportunistic Infections;
- Training personnel in provision of Opportunistic Infections prophylaxis and treatment; and
- Distributing standards and tools for the treatment of Opportunistic Infections.

To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support:

- Maintaining existing care and support centers for orphans, vulnerable groups and PLWHA and their families;
- Reinforcing access to medical care and psycho-social support to orphans, vulnerable groups and PLWHA and their families;
- Providing care and support to orphans, vulnerable groups and PLWHA and their families including educational, nutritional and economical support;
- Promulgating norms and standards for quality social services for orphans, vulnerable groups and PLWHA and their families;
- Training social workers and care providers for orphans, vulnerable groups and PLWHA and their families;
- Training community-based organizations on care and support services for orphans, vulnerable groups and PLWHA and their families;
- Reducing stigma and promoting involvement of PLWHA through training of community members; and

- Addressing stigma through a better understanding by communities and families of risks associated with the presence of persons living with HIV among them and through discussion groups with the active participation of PLWHA.

To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation:

- Providing training to key departments of the “*Ministère de la Santé Publique et de la Population*” (MSPP), in particular the HIV Unit, as well as the provincial departments, to address issues of coordination and quality monitoring in order to strengthen leadership, make more efficient use of resources through improved and coordinated resource planning exercises and through the effective use of strategic information for decision making;
- Implementing an efficient Monitoring and Evaluation (M&E) framework;
- Training and supervising M&E personnel at all levels of the MSPP;
- Developing and distributing guidelines for minimum standards for HIV care providers by the Ministry of Health;
- Developing a system of credential and certification of HIV care providers;
- Training nurses and pediatricians, obstetricians/gynecologists in nutritional care for newborn children of HIV positive mothers according to the established norms;
- Organizing orientation workshops for students finishing Medical Schools and Universities recognized by the MSPP;
- Post-graduate training of selected medical technicians, physicians and nurses involved in HIV work;
- Conducting a study on enrollment of HIV positive pregnant women;
- Conducting a study on KAP; and
- Improving management capacity of institutions involved in the fight against HIV/AIDS.

To increase the number and proportion of people who have a complete knowledge of HIV and to increase the number and proportion of men and women engaged in high risk sex, including female and male sex workers and MSM, reached by HIV prevention program and who use a condom at each sexual intercourse:

- Undertaking BCC community outreach, including towards vulnerable groups (youth, Men Who Have Sex with Men (MSM), Commercial Sex Workers (CSW), private sector and public employees);
- Promoting safe sex behaviors;
- Distributing condoms;
- Conducting youth education and making accessible information on HIV/AIDS to vulnerable groups (youth, MSM, CSW, private sector and public employees);
- Enrolling and training Commercial Sex Workers (CSW) in HIV prevention program as peer to peer educators; and
- Enrolling Men Who Have Sex with Men (MSM) in HIV prevention program.

To improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV):

- Providing VCT to general population, including pregnant women;
- Training personnel in VCT, including the distribution of standard testing tools;
- Conducting a national communication campaign for VCT services;
- Establishing service delivery points providing counseling and testing with basic conditions to provide quality services;
- Providing treatment for preventing mother-to-child transmission (PMTCT); and

- Training healthcare providers and promoting the Integrated Management of Adolescent and Adult Diseases (IMAAI) norms.

To improve access to safe blood:

- Increasing the number of safe blood storage sites and the number of units of safe blood.

B. CONDITIONS PRECEDENT TO DISBURSEMENT

1. Condition(s) Precedent to Second Disbursement (Terminal Date as stated in block 6A of the Face Sheet)

- a. The Second disbursement of Grant funds by the Global Fund to the Principal Recipient is subject to satisfaction of each following conditions:
 - i. the delivery by the Principal Recipient to the Global Fund of a revised detailed budget and work plan (the “Budget and Work Plan”) for the Program Term, which is consistent with the PSM Plan, such that the timing for each activity is fully harmonized from a budgetary, planning and reporting perspective; and
 - ii. approval by the Global Fund of the Budget and the Work Plan.

2. Condition(s) Precedent to the Use by the Principal Recipient of Grant Funds to Finance Training Activities

Unless otherwise agreed, the use of Grant funds by the Principal Recipient for training activities is subject to the satisfaction of each of the following conditions:

- a. the delivery by the Principal Recipient to the Global Fund of the detailed plan and the detailed budget related to the trainings, in the form and substance satisfactory to the Global Fund (the “Detailed Training Plan and Budget”); and
- b. the written approval by the Global Fund of the Detailed Training Plan and Budget.

3. Condition(s) Precedent to the Use by the Principal Recipient of Grant Funds to Finance Salary Supplements

- a. The use of Grant funds by the Principal Recipient, for the payment of salary supplements payable to government employees (the “Salary Supplements Scheme”), receiving additional payment for undertaking responsibilities in connection with the Program, shall be subject to each of the following conditions:
 - i. the delivery by the Principal Recipient to the Global Fund of a Policy defining the terms of the Salary Supplements Scheme, demonstrating the link between the salary supplements and Program performance, identifying the positions eligible for such supplements, including rates and list of persons, and demonstrating that there is no duplication of the scope of work or responsibilities between the terms of employment and the scope of work of existing employment positions and any new scope of work or responsibilities funded by Grant funds (the “Salary Supplements Policy”);

- ii. the delivery by the Principal Recipient to the Global Fund of written endorsement by the Country Coordinating Mechanism (CCM) of the Salary Supplements Policy; and
- iii. the written approval by the Global Fund of the Salary Supplements Scheme.

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. The Parties to this Agreement acknowledge and agree that as of Effective Date of this Agreement the Budget of the Program is not approved by the Global Fund. The Parties agree that prior to fulfillment of conditions listed in Section B.1.a of the Agreement, and the approval of the Budget and the Work Plan, the Principal Recipient is authorized to make payment for the expenditures covered under the first disbursement.
2. The Parties to this Agreement acknowledge and agree that as of Effective Date of this Agreement indicator definitions and targets are outstanding in a number of Service Delivery Areas (SDAs) in the Performance Framework. The Principal Recipient shall submit to the Global Fund by no later than 18 March 2011, in form and substance satisfactory to the Global Fund, a revised Performance Framework including, appropriate targets for the indicators.
3. The Parties to this Agreement acknowledge and agree that the Principal Recipient shall provide copy of the agreements with the Sub-recipients, including detailed budgets and work plans, upon request from the Global Fund.
4. The Parties to this Agreement acknowledge that as of the date of the signature of this Agreement, the Global Fund has not approved the plan for the procurement, use and supply management of Health Products (the "PSM Plan") consistent with Article 18 of the Standard Terms and Conditions of this Agreement. Consistent with such Standard Terms and Conditions, the use by the Principal Recipient of Grant funds for the procurement of Health Products is conditional upon the approval by the Global Fund of the PSM Plan.
5. Notwithstanding Section C. 4 above the Global Fund may authorize disbursement of Grant funds for Health Products upon delivery by the Principal Recipient to the Global Fund of a confirmation that the Principal Recipient has entered into an agreement with an entity to provide services for storage and distribution of Health Products, unless otherwise agreed by the Global Fund.
6. The Principal Recipient shall select Sub-recipients in accordance with its regulations and rules. Before disbursing grant funds to any Sub-recipient, the Principal Recipient shall notify the Global Fund of the selection of the Sub-recipient. In the case of a Sub-recipient that is not a UN agency, the Global Fund may, at its election, conduct an assessment of the Sub-recipient. The Principal Recipient shall address the assessment recommendations by risk mitigation measures satisfactory to both the Principal Recipient and the Global Fund.
7. By no later than 30 May 2011 the Principal Recipient shall deliver to the Global Fund:
 - a. a capacity development plan, in form and substance satisfactory to the Global Fund, detailing the activities to be financed under this Agreement to build the

capacity of the Sub-Recipients in program management and monitoring and evaluation; and

- b. an interim plan for Sub-recipients oversight and supervisory site visits that, among others, includes periodic data quality assessments.
8. By no later than 30 June 2011, the Principal Recipient shall submit to the Global Fund a national quantification of ARVs, other pharmaceuticals and main laboratory reagents and consumables, indicating the contribution of the Global Fund and those of other donors to the procurement of the Health Products above.
 9. By no later than 30 June 2011, the Principal Recipient shall deliver to the Global Fund an assessment report of infrastructure conditions of the HIV treatment care centers and a plan to improve the existing facilities to a satisfactory level of standard in accordance with the relevant WHO Guidelines during the remaining term of the Program.
 10. By no later than 30 September 2011, the Principal Recipient shall submit to the Global Fund the following documents, in the form and substance satisfactory to the Global Fund:
 - a. a completed version of the UNAIDS HIV Monitoring and Evaluation Systems Strengthening Tool (also referred to as the One Tool, available from the Global Fund website) that has been prepared by the Principal Recipient in consultation with the Program stakeholders specified in the instructions section of that document;
 - b. an updated plan for monitoring and evaluating Program activities (the “M&E Plan”) for approval by the Global Fund, that, among others, outlines the steps for the development of the national M&E system, including national Monitoring, Evaluation and Surveillance Interface (MESI); and
 - c. a revised budget for monitoring and evaluating program activities (the “Revised M&E Budget”) for approval by the Global Fund, which takes into account any amendments resulting from the M&E Self-Assessment Workshop; i.e., activities identified as necessary to strengthen the national monitoring and evaluation system as outlined in the updated costed action plan that are not funded from other sources.
 11. By no later than 31 December 2011 the Principal Recipient shall submit to the Global Fund a plan to convert a selected number of international positions into national positions with the aim of building local capacities and reducing the overall program budget for Human Resources (HR).
 12. The Parties to this Agreement acknowledge and agree that the HR costs of UNDP as specified in the Program budget attached to this Agreement represent only an upper ceiling and that the Principal Recipient shall use its best efforts to reduce such costs. No later than 30 June 2011, the Principal Recipient shall submit to the Global Fund a detailed breakdown of the actual salaries paid to staff based on contracts signed to date, which shall include the list of the different components of the staff remuneration (base salary, post-adjustment, benefit by type and amount) and the related amounts. The use of any savings related to the Principal Recipient HR costs shall be subject to the mutual agreement of the Parties.

13. The Parties to this Agreement acknowledge and agree that the Budget for the Program, as approved in accordance with Section B. 1 of this Agreement, will include undisbursed funds from the RCC I of the Program in the amount of USD 7,673,601 (Seven Million Six Hundred Seventy-Three Thousand Six Hundred and One US Dollars) (the “Undisbursed Funds”), availability of which is subject to the terms and conditions of this Agreement. The Parties to this Agreement agree that the Undisbursed Funds may only become available for the Principal Recipient during the RCC II term of the Program and upon RCC II request from the CCM of Haiti or during extension period to the RCC I term of the Program, if such extension is approved by the Board of the Global Fund. Availability of these Undisbursed Funds is further subject to principles of Performance Based Funding of the Global Fund.

D. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 13b(1) of the Standard Terms and Conditions of this Agreement entitled “Quarterly Reports,” the Principal Recipient shall use the “On-going Progress Update and Disbursement Request”, available from the Global Fund upon request.

E. ANTICIPATED DISBURSEMENT SCHEDULE

For the purposes of Article 6a. of the Standard Terms and Conditions of this Agreement, the anticipated disbursement schedule indicated in the Performance Framework attached to this Annex A.

F. PROGRAM BUDGET

The Summary Budget(s) attached to this Annex A set forth anticipated expenditures for the Program term.

G. PERFORMANCE FRAMEWORK

The Performance Frameworks attached to this Annex A set forth the main objectives of the Program, key indicators, intended results, targets and reporting periods of the Program.

Program Details	
Country:	Republic of Haiti
Disease:	HIV
Grant number:	HTI-102-G09-H
Principal Recipient:	UNDP

A. Periods covered and dates for disbursement requests and progress updates

	Period 29	Period 30	Period 31	Period 32	Period 33	Period 34
Period Covered: from	1-Jan-11	1-Apr-11	1-Jul-11	1-Oct-11	1-Jan-12	1-Apr-12
Period Covered: to	31-Mar-11	30-Jun-11	30-Sep-11	31-Dec-11	31-Mar-12	30-Jun-12
Date Progress Update due (typically 45 days after end of period)	15-May-11	14-Aug-11	14-Nov-11	14-Feb-12	15-May-12	14-Aug-12
Disbursement Request ? (Y,N)	Y	Y	Y	Y	Y	Y

	Year 9	Year 10
Certified Financial Statements Due Date:	30-Jun-12	30-Jun-13

B. Program Goal, Impact and outcome indicators

Goals:	
1	To extend the survival rate and restore the quality of life of individuals living with HIV/AIDS in Haiti.
2	To slow down the spread of HIV/AIDS in Haiti.
3	To empower sexually active Haitians to make informed choices and to adopt behaviors that protect their health, reduce their risk and vulnerability to HIV/AIDS and other STIs, and contribute to the elimination of stigmatization of, and discrimination against, those infected and affected by HIV/AIDS.

Impact indicator number	Outcome indicator formulation	Baseline ¹			Current status ²			Targets						Comments ³			
		value	Year	Source	value	Year	Source	Year 7	Report due date	Year 8	Report due date	Year 9	Report due date		Year 10	Year 11	Year 12
1	% of adults and children with HIV known to be on treatment 12 months after initiation of antiretroviral therapy	65.1%	2007	MESI (RCC Grant Agreement)	76%	2008	MSP	80%	Jun-10	80%	Dec-11	82%	Dec-12	83%	TBD	TBD	Data are collected annually from the ART sites by the Ministry of Health. The PR will put in place a system for follow up of the cohort at 24 months. The respective indicator will be included in the Phase 2 PF.
2	% of infants born to HIV infected mothers who are infected	NA	NA	NA	17%	2008	Fondation Sogebank Report/Mesi	13%	Jun-10	12%	Jun-11	11%	Jun-12	10%	TBD	TBD	The indicator is reported based on estimates, as per UNGASS indicator definition. Targets correspond to the national projections in the National Strategic Plan. Targets for year 11 and 12 will be identified after finalization of the new NSP in 2011. According to the Ministry of Health (meeting February 11, 2011), based on routine PCR data, the results for 2010 indicate that 21% of infants born to HIV infected mothers were HIV infected (232/1103 infants tested in 50 sites). The data will be collected annually, using the PCR test results, and reported to the GF and UNAIDS, the latter to support the modelling of results against the UNGASS standard indicator.
3	% of young women and men aged 15-24 who are HIV infected	5.0%	2000	UNAIDS report	2,2%	2006	DHS Demographic and Health survey	-	-	-	-	2%	Jun-12	-	-	-	The baseline refers to a different age group, i.e., 15-49 years old. The age group has been changed to reflect UNGASS standard indicator definition which will guide data collection through DHS. The next DHS results, corresponding to the year 9 targets, are expected in the June 2012 DHS report. In addition to DHS data, the PR will establish, in time for Phase 2 of this grant, sentinel surveillance at ANC sites to enable monitoring based on routine data collection.

¹ please specify source of measurement for indicator in case different to baseline source.

Outcome indicator number	Outcome indicator formulation	Baseline ¹			Current status ²			Targets						Comments ³			
		value	Year	Source	value	Year	Source	Year 7	Report due date	Year 8	Report due date	Year 9	Report due date		Year 10	Year 11	Year 12
1	% of women and men aged 15-49 who have had sexual intercourse with more than one partner in the last 12 months reporting the use of condom during their last sexual intercourse	NA	NA	NA	33.7%	2006	EMMUS IV	35.0%	Jun-10	NA	NA	37.0%	Jun-12				This indicator will be collected by a survey: EMMUS (Enquête de mortalité, morbidité et utilisation des services) which is implemented every 5 years by the Institut Haïtien de l'Enfance (IHE).
2	% of female and male sex workers reporting the use of a condom with their most recent client	NA	NA	NA	55.2%	2007	BSS3 FHI/CERA	57.0%	Jun-10	NA	NA	60.0%	Jun-12				This indicator is collected by a BSS. The next BSS is scheduled for year 9 (2011).
3	% of men reporting the use of condom the last time they had anal sex with a male partner	NA	NA	NA	69.8%	2007	BSS3 FHI/CERA	72.0%	Jun-10	NA	NA	76.0%	Jun-12				This indicator is collected by a BSS. The next BSS is scheduled for year 9 (2011).
4	% of women and men aged 15-49 expressing accepting attitudes towards people with HIV	20.0%	2000	FHI (BSS2)	15.0%	2006	EMMUS IV	17.0%	Jun-10	19.0%	Jun-11	20.0%	Jun-12				This indicator will be collected by a survey: EMMUS (Enquête de mortalité, morbidité et utilisation des services) which is implemented every 5 years by the Institut Haïtien de l'Enfance (IHE). Although there are targets for years 7 and 8, the previous PR (FSG) did not collect results as indicated.

¹ please specify source of measurement for indicator in case different to baseline source.

C. Program Objectives, Service Delivery Areas and Indicators

Objective Number	Objective description
1	To increase the number of people with advanced HIV infection receiving antiretroviral (ARV) combination therapy.
2	To increase the number of PLWHA receiving diagnosis and treatment for opportunistic infections (OIs).
3	To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support.
4	To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation.
5	To increase the number and proportion of people who have a complete knowledge of HIV.
6	To increase the number and proportion of men and women engaged in high risk sex including female and male sex workers and MSM reached by HIV prevention program and who use a condom at each sexual intercourse.
7	To improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV).
8	To improve access to safe blood.

Objective / Indicator Number	Service Delivery Area	Indicator formulation	Baseline (if applicable)			Current status ²		Periodical targets for year 9 and 10						Tied to	Targets cumulative Y-over program term Y-cumulative annually N-not cumulative	Baselines included in targets (Y/N)	Top 10 indicator	Comments
			Value	Year	Source	Latest Targets (Period 28)	Latest Results (Period 26)	Period 29	Period 30	Period 31	Period 32	Period 33	Period 34					
1.1	Antiretroviral treatment (ARV) and monitoring	Number and percentage of people with advanced HIV infection currently receiving antiretroviral combination therapy	9,350	Jun 2008	FSG Report (Grant Agreement RCC)	16,070	14,288	33,000	34,000	35,000	36,500	37,500	38,500	National Program	N - not cumulative	Y	Top 10	As of September 30 th 2010, there were 32,000 patients on ART in Haiti. The national target for 2011 is 36,500 'active' patients on ART; the Global Fund's contribution to this overall national target is 47% (i.e., 17,000). Although the original GF target at the end of 2011 was 17,500, this target has been revised to take into account the new indicator definition in order to reflect the number of patients CURRENTLY on ART (as opposed to ENROLLED); However, the GF's contribution to overall national targets has not been changed and remains at 47%. As per the PSM plan, the GF will be providing first line drugs only; second line ARVs will be provided by UNITAID.

1.2	Antiretroviral treatment (ARV) and monitoring	Number and percentage of health facilities dispensing ARVs that have experienced stock-out of at least one required ARV during the last reporting period (3 months)	42.86%	2009	Enquete IAP MSPP/IHE	NA	NA	0% (0/28)	0% (0/28)	0% (0/28)	0% (0/28)	0% (0/28)	0% (0/28)	GF	N - not cumulative	N	Not Top 10	Indicator refers to GF supported sites only. The baseline, however, refers to the result of a survey on 21 ART sites at National level.
1.3	Antiretroviral treatment (ARV) and monitoring	Number of service providers (clinical doctors and nurses) trained and retrained on ARV treatment, opportunistic infections and IMAAI strategy	992	Jun 2008 (RCC grant agreement)	FSGB Report	900	608	50	200	325	450	100	200	GF	Y - cumulative annually	N	Top 10	
2.1	Prophylaxis and treatment for opportunistic infections	Number of opportunistic infections diagnosed and treated	382,524	Jun 2008 (RCC grant agreement)	FSGB Report	40,920	182,856	TBD	TBD	TBD	TBD	TBD	TBD	GF	Y - cumulative annually	N	Top 10	The original target for the third year was 20,460; however, it referred to "number of PLWHA" diagnosed and treated for OI, instead of "number of cases" which is, in fact, what the previous PR reported (and which led to considerable over-reporting). The indicator and targets will need to be revised accordingly. During Period 29, the PR will verify the incidence of opportunistic infections treated to inform target setting for consecutive periods. The targets will be updated by the end of March 2011 following approval by the Global Fund.
2.2	TB/HIV	Number and percentage of newly-detected seropositive persons with latent TB infection who started prevention treatment with INH	TBD	2008	FSGB Report	Not Available	Not Available	TBD	TBD	TBD	TBD	TBD	TBD	National Program	N - not cumulative	N	Top 10	There is no target and result for period 28 as this indicator was not previously reported by the former PR. At the time of grant negotiation, it was not possible to confirm with the MoH the denominator (# of newly detected HIV positive persons with latent TB) or the numerator (# of HIV positive people with latent TB receiving INH). The PR will establish an evidence-based calculation of the target with the MoH and partners that is also in line with global TB reporting (see WHO Global TB Report) before the end of March 2011.
3.1	Support for orphans and vulnerable children	Number of orphans and vulnerable children from PLWHA families receiving school fees	NA	Jun 2008	FSGB Report	NA	NA	0	0	5,360	5,360	0	0	GF	Y - cumulative annually	N	Top 10	The grant will distribute the school fees in September 2011, as this is the first month of school in Haiti. These fees will cover one year of school.
3.2	Care and support for the chronically ill	Number of adults and children living with HIV receiving care and support outside facilities	122,190	2008	FSGB Report	32,804	13,919	TBD	TBD	TBD	TBD	TBD	TBD	GF	Y - cumulative annually	N	Top 10	The exact package of services will be defined with the NGO SRs that will be providing the services. The indicator, reporting mechanisms and targets will be (re)formulated by the end of March 2011, once the SR Agreements are signed and the implementation arrangements defined (exact package delivered, and frequency of service delivery per recipient). The package will, at a minimum, include the following elements: home visits, support groups, psychosocial support, training of care-givers, training on living positive and countering stigma and discrimination.
4.2	HSS: Service delivery	Number and percentage of health facilities submitting timely, standardized, quality information in their trimestral M&E reports	119	2005	FSGB Report	200	0	130 (77%)	140 (83%)	150 (89%)	160 (95%)	95%	95%	National Program	N - not cumulative	N	Not Top 10	MSPP will standardize reports from 167 HIV service delivery facilities (= denominator). The targets refer to sites that submit regular standardized reports quarterly. Targets have been updated by PNLs during the meeting with UNDP on January 25 th 2011.
5.1	BCC - community outreach and schools	Number of youth 10-24 who have attended life skills based HIV/AIDS educational sessions (out of school)	1,600,000	2005	FSGB Report	300,000	374,673	TBD	TBD	TBD	TBD	TBD	TBD	GF	Y - cumulative annually	N	Top 10	Previously, the targets were calculated and set as 'person/session'. Under this Grant Agreement, the strategy will continue to include training on HIV life-skills, but the indicator will measure the number of youth attending the life skills sessions (rather than 'person/session'). The target will be set by the end of March 2011.
5.2	Policy development including workplace policy	Number of private and public sector employees who have benefited from a life-skills based HIV/AIDS education	14,826	Jun 2008	FSGB Report	15,000	5,925	TBD	TBD	TBD	TBD	TBD	TBD	GF	Y - cumulative annually	N	Top 10	
5.3	BCC - community outreach and schools	Percentage of young women and men aged 10-24 who both correctly identify ways of preventing the sexual transmission of HIV and who reject the major misconceptions about HIV transmission	TBD	2008	FSGB Annual Report	NA	NA	0	0	0	0	TBD	TBD	National Program	N - not cumulative	N	Not Top 10	PR will work with MOH to determine targets for period 33 and 34 after the realization of the baseline survey (BSS). The BSS is planned in Q4 of implementation (period 32)
5.4	BCC - community outreach and schools	Percentage of men who have sex with men who both correctly identify ways of preventing the sexual transmission of HIV and who reject major misconceptions about HIV transmission	TBD	2008	FSGB Annual Report	NA	NA	0	0	0	0	TBD	TBD	National Program	N - not cumulative	N	Not Top 10	PR will work with MOH to determine targets for period 33 and 34 after the realization of the baseline survey (BSS). The BSS is planned in Q4 of implementation (period 32)
6.1	BCC - community outreach and schools	Number of female sex workers enrolled in an HIV prevention and education programme	284,628	Jun 2008 (RCC grant agreement)	FSGB Report	20,000	79,237	0	1,000	3,000	5,000	1,000	2,000	GF	Y - cumulative annually	N	Top 10	This indicator refers to the FSU who will be enrolled in a HIV prevention program with an NGO SR. At a minimum, the NGO SR will provide as service package: awareness on HIV, peer counselling, condoms, VCT/referral and STIs management. This is the standard package for MARPs. This package is expected to be delivered mainly through a peer-networking process. The PR will provide precise definitions of implementation arrangements (exact package delivered, and frequency of service delivery per recipient) by the end of March 2011. The difference with previous targets/results (including, considerable over-reporting) is due to the fact that the previous PR counted the number of 'encounters' with FSU, and not number of FSU reached.
6.2	BCC - community outreach and schools	Number of men who have sex with men enrolled in an HIV prevention and education programme	800	2007	FSGB Report	6,000	14,065	0	600	1,100	2,000	500	1,000	GF	Y - cumulative annually	N	Top 10	This indicator refers to the MSM who will be enrolled in a HIV prevention program with an NGO SR. At a minimum the NGO SR will provide as service package: awareness on HIV, peer counselling, condoms, VCT/referral and STIs management. This is the standard package for MARPs. This package is expected to be delivered mainly through peer-networking process. The PR will provide precise definitions of implementation arrangements (exact package delivered, and frequency of service delivery per recipient) by the end of March 2011. The difference with previous targets/results (including, considerable over-reporting) is due to the fact that the previous PR counted number 'encounters' with MSM, and not number of MSM reached.
6.3	Condom	Number of condoms sold through social marketing	14,796,835	Jun 2008 (RCC grant agreement)	FSGB Report	12,000,000	4,181,146	0	1,500,000	4,000,000	6,000,000	1,500,000	3,000,000	GF	Y - cumulative annually	N	Not Top 10	
6.4	Condom	Number of condoms distributed to general population	12,579,258	Jun 2008 (RCC grant agreement)	FSGB Report	24,000,000	7,870,829	500,000	4,000,000	8,000,000	12,000,000	3,000,000	6,000,000	GF	Y - cumulative annually	N	Top 10	
7.1	Testing and Counselling	Number of HIV counselling and testing sessions with receipt of results	711,817	Jun 2008 (RCC grant agreement)	FSGB Report	427,200	223,049	40,000	110,000	190,000	263,000	65,000	131,500	GF	Y - cumulative annually	N	Top 10	The indicator will be counting the number of HTC sessions conducted in the overall population.
7.3	STI diagnosis and treatment	Number of cases of STIs that were appropriately diagnosed and treated, with patients post treatment counselling	162,328	Jun 2008 (RCC grant agreement)	FSGB Report	8,000	76,884	TBD	TBD	TBD	TBD	TBD	TBD	GF	Y - cumulative annually	N	Top 10	The initial target for the Period 29 referred to 6,000 "people with STIs", instead of "cases of STIs treated" which is, in fact, what the previous PR reported (and which led to considerable over-reporting). The indicator was revised accordingly and targets will be set by the end of March 2011 based on data from the incidence of STIs during Period 29. In addition, data from two major providers, GHESKIO and PIH, revealed a higher demand than the originally-set targets.
7.4	PMTCT	Number of HIV positive pregnant women completing a full course of ARV prophylaxis to prevent mother to child transmission of HIV	3,090	Jun 2008 (RCC grant agreement)	FSGB Report	1,200	1,043	500	1,200	2,000	3,000 (60%)	60%	60%	National Program	Y - cumulative annually	N	Top 10	The National target is to reach 3,000 HIV positive pregnant women among 5,000 HIV positive women giving birth a year (60%). Global Fund's contribution to the overall National target is 40% (i.e., 1200 women). Previously, drugs for PMTCT included AZT or AZT/3TC until birth. According to the Ministry of Health, the new norms for PMTCT (not yet published at the time of grant negotiation) promote triple therapy; the treatment is started during pregnancy and should continue post-partum if a woman chooses to breastfeed her PCR- negative child. The full definition of the indicator, including the moment when a woman is considered as having received a "complete course of ARVs", and hence included in the results, will be determined during Period 29, by the end of March 2011, and included thereof in the M&E plan. The numerical targets for Periods 33 and 34 will also be determined by the end of March 2011.
8.1	Blood safety and universal precaution	Number and percentage of blood units transfused that have been adequately screened for HIV according to norms	49,761	Jun 2008 (RCC grant agreement)	FSGB Report	51,000	15,333	5,000	10,000	18,000	25,000 (100%)	5,000	10,000	National Program	Y - cumulative annually	N	Not Top 10	The National target is 25,000 blood bags tested annually. The Global Fund contributes 60% to this National targets (i.e., testing of 15,000 bags during P29-31). PEPFAR is the other major donor contributing to this activity.

SUMMARY BUDGET

HIV_AIDS

Program Details

Country	Republic of Haiti
Grant No.	HTI-102-G09-H
PR	UNDP
Currency	USD
Grant Cycle phase	RCC I

	29	30	31	32	
Period Covered: from	1-Jan-11	1-Apr-11	1-Jul-11	1-Oct-11	
Period Covered: to	31-Mar-11	30-Jun-11	30-Sep-11	31-Dec-11	

A- SUMMARY BUDGET BREAKDOWN BY EXPENDITURE CATEGORY

#	Category	Year 9				Total Year 9	TOTAL RCC I	%
		29	30	31	32			
1	Human Resources	1,983,910	1,983,910	1,983,910	1,983,910	7,935,641	7,935,641	26%
2	Technical Assistance	212,500	232,960	200,000	100,000	745,460	745,460	2%
3	Training	173,740	593,587	597,203	462,374	1,826,904	1,826,904	6%
4	Health Products and Health Equipment	1,551,668	0	0	0	1,551,668	1,551,668	5%
5	Medicines and Pharmaceutical Products	2,224,475	0	0	0	2,224,475	2,224,475	7%
6	Procurement and Supply Management Costs	178,219	704,485	71,947	704,485	1,659,136	1,659,136	6%
7	Infrastructure and Other Equipment	221,810	164,931	100,410	85,410	572,561	572,561	2%
8	Communication Materials	21,088	139,476	171,395	129,960	461,920	461,920	2%
9	Monitoring and Evaluation	104,735	269,848	220,192	270,270	865,046	865,046	3%
10	Living Support to Clients/Target Population	35,843	67,763	938,774	68,854	1,111,234	1,111,234	4%
11	Planning and Administration	695,161	380,575	432,185	400,609	1,908,529	1,908,529	6%
12	Overheads	518,220	317,627	330,121	294,411	1,460,380	1,460,380	5%
13	Other	0	0	0	7,673,601	7,673,601	7,673,601	26%
TOTAL*		7,921,370	4,855,163	5,046,138	12,173,884	29,996,555	29,996,555	100%

B. SUMMARY BUDGET BREAKDOWN BY PROGRAM ACTIVITY

#	Macro-category	Objectives	Service Delivery Area**	Year 9				Total Year 9	TOTAL RCC I	%
				29	30	31	32			
1.1	HIV:Treatment	To increase the number of people with advanced HIV infection receiving antiretroviral (ARV) combination therapy	Treatment: Antiretroviral treatment (ARV) and monitoring	52,403	116,924	52,403	52,403	274,132	274,132	1%
1.2	HIV:Treatment	To increase the number of people with advanced HIV infection receiving antiretroviral (ARV) combination therapy	Treatment: Antiretroviral treatment (ARV) and monitoring	2,987,860	1,136,969	697,696	1,132,310	5,954,835	5,954,835	20%
1.3	HIV:Treatment	To increase the number of people with advanced HIV infection receiving antiretroviral (ARV) combination therapy	Treatment: Antiretroviral treatment (ARV) and monitoring	34,050	114,950	97,925	91,525	338,450	338,450	1%
2.1	HIV:Treatment	To increase the number of PLWHA receiving diagnosis and treatment for opportunistic infections (OIs)	Treatment: Prophylaxis and treatment for opportunistic infections	338,080	83,324	24,250	83,324	528,979	528,979	2%
2.2	HIV:Treatment	To increase the number of PLWHA receiving diagnosis and treatment for opportunistic infections (OIs)	Treatment: Prophylaxis and treatment for opportunistic infections	198,000	198,000	198,000	198,000	792,000	792,000	3%
2.3	HIV:Treatment	To increase the number of PLWHA receiving diagnosis and treatment for opportunistic infections (OIs)	Treatment: Prophylaxis and treatment for opportunistic infections	11,085	33,255	33,255	22,170	99,765	99,765	0%
3.1	HIV:Care and Support	To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support	Care and support: Support for orphans and vulnerable children	4,620	16,620	16,620	13,620	51,480	51,480	0%
3.2	HIV:Care and Support	To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support	Care and support: Support for orphans and vulnerable children	87,780	96,730	968,860	96,730	1,250,100	1,250,100	4%
3.3	HIV:Care and Support	To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support	Care and support: Support for orphans and vulnerable children	3,355	3,355	3,355	3,355	13,420	13,420	0%
3.4	HIV:Care and Support	To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support	Care and support: Support for orphans and vulnerable children	2,515	2,515	2,515	2,515	10,060	10,060	0%

3.5	HIV:Care and Support	To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support	Care and support: Care and support for the chronically ill	108,894	139,194	139,194	139,194	526,477	526,477	2%
3.6	HIV:Care and Support	To increase the number of orphans and vulnerable children and chronically ill and/or families affected by HIV/AIDS receiving care and support	Care and support: Care and support for the chronically ill	4,110	4,110	4,110	0	12,330	12,330	0%
4.1	HIV:Health Systems Strengthening (HSS)	To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation	Supportive environment: Policy development including workplace policy	134,544	244,011	201,325	194,811	774,690	774,690	3%
4.2	HIV:Health Systems Strengthening (HSS)	To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation	Supportive environment: Policy development including workplace policy	85,532	109,713	127,662	179,091	501,997	501,997	2%
4.3	HIV:Health Systems Strengthening (HSS)	To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation	Prevention: BCC - Mass media	0	21,600	26,015	22,815	70,430	70,430	0%
4.4	HIV:Health Systems Strengthening (HSS)	To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation	Supportive environment: Policy development including workplace policy	38,570	71,305	73,645	71,170	254,690	254,690	1%
4.5	HIV:Health Systems Strengthening (HSS)	To improve the capacity of the Ministry of Health in programme governance, coordination, monitoring and evaluation	Supportive environment: Strengthening of civil society and institutional capacity building	212,500	200,850	200,850	100,850	715,050	715,050	2%
5.1	HIV:Prevention	To increase the number and proportion of people who have a complete knowledge of HIV	Prevention: BCC - Mass media	10,275	74,126	97,976	54,126	236,503	236,503	1%
5.2	HIV:Prevention	To increase the number and proportion of people who have a complete knowledge of HIV	Prevention: BCC - community outreach	5,760	64,702	72,622	60,158	203,241	203,241	1%
5.3	HIV:Prevention	To increase the number and proportion of men and women engaged in high risk sex including female and male sex workers and MSM reached by HIV prevention program and who use a condom at each sexual intercourse	Prevention: Condom distribution	644,146	71,603	42,616	71,603	829,969	829,969	3%
5.4	HIV:Prevention	To increase the number and proportion of men and women engaged in high risk sex including female and male sex workers and MSM reached by HIV prevention program and who use a condom at each sexual intercourse	Prevention: BCC - community outreach	0	27,130	27,130	35,380	89,640	89,640	0%
5.5	HIV:Prevention	To increase the number and proportion of men and women engaged in high risk sex including female and male sex workers and MSM reached by HIV prevention program and who use a condom at each sexual intercourse	Prevention: BCC - community outreach	0	7,220	3,610	3,610	14,440	14,440	0%
5.6	HIV:Prevention	To increase the number and proportion of men and women engaged in high risk sex including female and male sex workers and MSM reached by HIV prevention program and who use a condom at each sexual intercourse	Prevention: BCC - community outreach	0	13,210	9,600	4,800	27,610	27,610	0%
6.1	HIV:Prevention	Improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV)	Prevention: STI diagnosis and treatment	514,836	433,014	388,986	400,124	1,736,960	1,736,960	6%
6.2	HIV:Prevention	To improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV)	Prevention: Testing and Counseling	539,624	177,293	100,344	174,293	991,554	991,554	3%
6.3	HIV:Prevention	To improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV)	Prevention: Testing and Counseling	9,975	67,620	51,175	30,575	159,345	159,345	1%
6.4	HIV:Prevention	To improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV)	Prevention: PMTCT	146,255	146,255	146,255	146,255	585,020	585,020	2%
6.5	HIV:Prevention	To improve access to clinical HIV preventive services (prevention and treatment of sexually transmitted infections, counseling and testing, prevention of mother to child transmission of HIV)	Prevention: Testing and Counseling	15,575	46,150	40,150	15,575	117,450	117,450	0%
7.1	HIV:Prevention	To improve access to safe blood	Prevention: Testing and Counseling	73,003	84,863	103,598	102,791	364,257	364,257	1%
8.1	HIV:Supportive Environment	Program management and local capacity building	Supportive environment: Program management and administration	1,032,051	590,211	571,951	571,951	2,766,165	2,766,165	9%
8.2	HIV:Supportive Environment	Program management and local capacity building	Supportive environment: Program management and administration	107,750	140,714	192,324	130,748	571,536	571,536	2%

8.3	HIV:Supportive Environment	Program management and local capacity building	Supportive environment: Program management and administration	518,220	317,627	330,121	294,411	1,460,380	1,460,380	5%
N/A	HIV:Supportive Environment	Program management and local capacity building (Special Condition #13 of Grant Agreement)	Supportive environment: Program management and administration	0	0	0	7,673,601	7,673,601	7,673,601	26%
TOTAL*				7,921,370	4,855,163	5,046,138	12,173,884	29,996,555	29,996,555	100%

C. SUMMARY BUDGET BREAKDOWN BY IMPLEMENTING ENTITY (if known by Grant signature time)

#	PR/SR	Name	Type of Implementing Entity	Year 9				Total Year 9	TOTAL RCC I	%
				29	30	31	32			
1	PR	UNDP Haiti	UNDP	5,787,133	1,675,170	1,177,072	1,484,172	10,123,547	10,123,547	34%
2	SR	MSPP	Ministry of Health (MoH)	230,645	447,478	429,497	438,736	1,546,357	1,546,357	5%
3	SR	NGOs	NGO/CBO/Academic	1,903,591	2,519,973	3,431,755	2,364,832	10,220,151	10,220,151	34%
3	SR	Supply chain Agent	Private Sector	0	212,542	7,814	212,542	432,898	432,898	1%
4	PR	UNDP Haiti - Special Condition #13 of Grant Agreement	UNDP	0	0	0	7,673,601	7,673,601	7,673,601	26%
5	Please Select ...		Please Select...					0	0	
6	Please Select ...		Please Select...					0	0	
7	Please Select ...		Please Select...					0	0	
TOTAL*				7,921,370	4,855,163	5,046,138	12,173,884	29,996,555	29,996,555	100%

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