

Ref.: MENA/2014/EM/SK/JR/SYR-011-G02-H/IL5

15 August 2014

Mr Janthomas Hiemstra
Country Director
United Nations Development Programme
Mezzeh, West Villas, 8 Gazawi St.
Damascus
Syria

**Subject: Program Grant Agreement: SYR-011-G02-H
Principal Recipient: United Nations Development Programme
Implementation Letter: 5¹
Extension of the implementation period with additional funding;
Updating Annex A with limited liability provision; Updating the
Grant Agreement in connection with roll-out of new finance
system at the Global Fund**

UNOFFICIAL SUMMARY:

This letter serves to extend the implementation period by 12 months with additional funding. The updated Performance Framework and the addendum to the Summary Budget, which contain targets and a budget for this extension period, are enclosed. The updated Performance Framework and the addendum to the Summary Budget also reprogram targets and budget categories, respectively, for the 7-month period preceding the extension period, i.e. January 2014-July 2014. This letter also updates the Annex A to the Grant Agreement to include a provision limiting the Principal Recipient's liability under the Grant Agreement, only in the circumstances described in such provision. Finally, this letter also updates the Grant Agreement in connection with the roll-out of a new finance system at the Global Fund.

Dear Mr Hiemstra

Reference is made to the Program Grant Agreement dated 8 December 2011, between the Global Fund and the Principal Recipient (as amended, the "Grant Agreement").

We are writing this letter to provide you with a 12-month extension to your Grant Agreement. We are therefore modifying the Grant Agreement to change the Implementation Period Dates from 1 February 2012-31 July 2014 to 1 February 2012-31 July 2015.

We are also increasing the Grant funds for the current implementation period by US\$ 675,045.

¹ This Grant Agreement was changed before by letters dated 5 July 2012, 5 February 2013, 3 July 2013, and 3 December 2013.

The purpose of this extension and additional funding is to ensure continued implementation of the Program while a concept note based on the 2014-2016 allocation is submitted to the Global Fund under the new funding model and it is reviewed and approved by the Global Fund. This extension does not mean that a new grant has been approved for funding by the Global Fund.

We have attached an updated Performance Framework and an addendum to the Summary Budget, which contain targets and budget for the extension period.

The updated Performance Framework and the addendum to the Summary Budget also reprogram targets and budget categories, respectively, for the 7-month period preceding the extension period, i.e. January 2014-July 2014.

In addition, in connection with non-substantive changes to the Face Sheet of the Grant Agreement arising from the rolling out of a new finance system at the Global Fund, we would like to update the Face Sheet of the Grant Agreement by deleting as well as renumbering certain blocks in the Face Sheet of the Grant Agreement. In particular, Block 6 now reflects Grant funds made available by the Global Fund to the Principal Recipient for the current implementation period only. The amount listed in Block 6 is available to implement Program activities during the current implementation period, subject to the terms of the Grant Agreement.

We would also like to move certain dates from the Face Sheet to Annex A and update certain cross references in the Standard Terms and Conditions of the Grant Agreement. None of these changes affects any of the Principal Recipient's rights or obligations under the Grant Agreement.

Finally, due to the fact that the situation in the Syrian Arab Republic remains extremely volatile with high safety and security issues, the Global Fund has agreed to include a limitation of liability provision in Section C of the revised Annex A of the Grant Agreement attached hereto, valid from the start date of the current implementation period of the Grant (i.e., 1 February 2012) until the end of the current implementation of the Grant, as extended by this letter.

In addition, we are taking this opportunity to remove met conditions from Annex A of the Grant Agreement.

In accordance with Article 20 of the Standard Terms and Conditions of the Grant Agreement, we are amending the Grant Agreement to reflect the changes described above by:

- (1) Replacing the attachment to Annex A called "Performance Framework: Indicators, Targets and Periods Covered" with the revised document attached called "Performance Framework (a): Indicators, Targets and Periods Covered," which is enclosed with this letter.
- (2) Supplementing and modifying, vis-à-vis the period January 2014 – July 2014, the Summary Budget entitled "Summary Budget Years 1&2b" with the Summary Budget entitled "Summary Budget Years 3, 4" which is enclosed with this letter.
- (3) The Face Sheet of the Grant Agreement is hereby deleted in its entirety and replaced with the attached Face Sheet.
- (4) The Standard Terms and Conditions of the Grant Agreement are hereby deleted in their entirety and replaced with the attached Standard Terms and Conditions.


- (5) Annex A to the Program Grant Agreement is hereby deleted in its entirety and replaced with the attached Amended and Restated Annex A to the Program Grant Agreement.

The Principal Recipient acknowledges and agrees that (i) the information contained in the Performance Framework (a): Indicators, Targets and Periods Covered with respect to Period 9 and Period 10 of the Grant term supercedes the information contained in the existing Performance Framework: Indicators, Targets and Periods Covered for Period 9 and Period 10 only and (ii) the budget set forth in the Summary Budget Years 3,4 with respect to Period Q9 and Period Q10 of the Grant term supercedes the budget set forth in Summary Budget Years 1&2b for Period Q9 and Period Q10 only. The Principal Recipient further acknowledges and agrees that such modifications in Period 9 and Period 10 of the Performance Framework and Period Q9 and Period Q10 of the Summary Budget shall not affect any of the Principal Recipient's obligations or liabilities under Performance Framework: Indicators, Targets and Periods Covered with respect to Periods 1 through Period 8 or under Summary Budget Years 1&2b with respect to Period Q1 through Period Q8. Other than as set forth in this letter, all terms and conditions of the Grant Agreement remain the same.

Please confirm your agreement to these amendments by signing two copies of this letter and returning both copies to us. The above changes will take effect upon the signing by the Global Fund Chief Financial Officer (or his/her designated official) indicated below. One copy of this letter will be returned to you for records once the Global Fund Chief Financial Officer (or his/her designated official) has signed.

Thank you for your important efforts in the global fight against HIV/AIDS. We look forward to the successful implementation of the Program.

Yours sincerely


Lelio Marmora
Department Head
Africa and the Middle East

Agreed and signed:

For: **UNITED NATIONS DEVELOPMENT PROGRAMME**

By: 

Authorized Representative: Janthomas Hiemstra, Country Director

Date: _____

25/8/14

encl.: Performance Framework (a): Indicators, Targets and Periods Covered
Summary Budget Years 3, 4
Revised Face Sheet of the Grant Agreement
Amended and Restated Annex A to the Program Grant Agreement
Revised Standard Terms and Conditions of the Grant Agreement

cc: Dr Hazem Bakleh, CCM Chair
Dr Odile Pham-Tan, Swiss Tropical Institute, Local Fund Agent

Signed by the Global Fund Chief Financial Officer or his/her designated official for the recognition of this agreement by the Global Fund.

Eric Boa
Regional Finance Manager

Date: 03/03/2014



PROGRAM GRANT AGREEMENT

1. Country: Syrian Arab Republic	
2. Principal Recipient Name and Address: United Nations Development Programme Mezzeh, West Villas, 8 Gazawi St., Damascus, Syrian Arab Republic	
3. Program Title: Strengthening HIV Prevention Among Most-at-Risk Populations (MARPs) in Syria	
4. Grant Name: SYR-011-G02-H	4A. GA Number: 137
5. Implementation Period Dates: 01 February 2012 to 31 July 2015	
6. Grant Funds (Current Implementation Period only): Up to the amount of US\$2,384,227.00 (Two Million Three Hundred Eighty-Four Thousand Two Hundred and Twenty-Seven US Dollars). Grant Funds as indicated above will be committed by the Global Fund to the Principal Recipient in staggered terms as described in Annex A of this Agreement.	
7. Component/Disease: HIV/AIDS	
8. The fiscal year of the Principal Recipient is: 01 January to 31 December	
9. Local Fund Agent: Swiss Tropical and Public Health Institute 57 Socinstrasse, 4002 Basel, Switzerland Tel: +41 61 284 82 64 Fax: +41 61 271 86 54 Attention: Dr. Odile Pham-Tan E-mail: Odile.PhamTan@unibas.ch	
10. Name/Address for Notices to Principal Recipient: Mr. Janthomas Hiemstra Country Director United Nations Development Programme Mezzeh, West Villas, 8 Gazawi St. Damascus, Syrian Arab Republic Tel.: +963 11 6129811 Fax: +963 11 6114541 E-mail: janthomas.hiemstra@undp.org	11. Name/Address for Notices to Global Fund: Mr. Joseph Serutoke Regional Manager, MENA Team 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
<p>This Agreement consists of this face sheet and the following:</p> <ul style="list-style-type: none"> Recitals (if applicable) Standard Terms and Conditions Annex A – Program Implementation Description and the attachments thereto (including the Performance Framework and Summary Budget) 	

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 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 the face sheet of this Agreement (the “Program”) for the country specified in 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. For the current implementation period, as set forth in the face sheet of this Agreement, the Global Fund hereby grants to the Principal Recipient an amount not to exceed that stated in the face sheet of this Agreement, which shall be made available to the Principal Recipient under the terms of this Agreement. For the purpose of this Agreement, the “Grant” shall consist of funds as stated in the face sheet of this Agreement together with any funds previously granted by the Global Fund to the Principal Recipient for the Program. 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”. 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.

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 notified by the Principal Recipient to the Global Fund in writing.

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 indicated in 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 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 the signature block of this Agreement, as

appropriate, and/or a representative noted in the “Name/Address for Notices” section of the face sheet of this Agreement, as appropriate, each as may be modified from time to time through written notice to the other party. In the case of communications to the Global Fund through the LFA, the Principal Recipient shall submit such communications to the LFA representative identified in 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. MANAGEMENT LETTERS AND IMPLEMENTATION LETTERS

To assist the Principal Recipient in the implementation of this Agreement, the Global Fund will from time to time issue Management 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) 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 NDRA's 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 United Nations, approved by the General Assembly of the United Nations on February 13, 1946 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.

AMENDED AND RESTATED ANNEX A to the PROGRAM GRANT AGREEMENT

Program Implementation Abstract

Country:	Syria
Program Title:	Strengthening HIV prevention among most-at-risk populations (MARPs) in Syria
Grant Number:	SYR-011-G02-H
Disease:	HIV
Principal Recipient:	United Nations Development Programme (UNDP)

A. PROGRAM DESCRIPTION

1. Background and Summary:

Since the beginning of the crisis in Syria in 2011 the humanitarian and security situation has continued to deteriorate as violence intensifies and fighting continues throughout the country. This HIV grant began on 1 February 2012 and originally focused on training, advocacy to change the legal and policy environments, and studies among key affected populations (KAPs). To respond to the exceptional circumstances in the country, the TRP approved a reprogramming request to incorporate treatment for 150 patients in February 2013. This grant will now come to an end on 31 July 2014; however, the volatile situation has affected the country's ability to prepare for the timely submission of a Concept Note. The requested, and since approved in accordance with Global Fund policies, one year extension will provide the necessary time for the collection of epidemiological data, the revision of the National Strategic Plan, and the engagement and consultation among country stakeholders, in preparation for Concept Note submission in early 2015.

Following consultations with multilateral partners (WHO and UNFPA), the Syrian Red Crescent and representatives of the national health authorities (MOH/NAP, National Blood Bank) on how to align the HIV/AIDS response to the emergency context in Syria, the decision was made to again reprogram grant funds starting the beginning of 2014. In order to better address the current needs, it was decided that focus should be placed on key interventions in an emergency setting. Targeted populations have been defined and there is more clarity on the geographic distribution of the interventions, focusing on internally displaced populations and specific governorates based on anticipated public health risks and accessibility.

2. Goal:

Provide a minimum multi-sectorial response to HIV/AIDS in emergencies.

3. Target Group/Beneficiaries:

The current scope of the program will give the priority to provide care and support to confirmed cases (HIV and AIDS), in addition to priority most-at-risk populations among internally displaced population, particularly women and children who are victims of sexual violence. The engagement of other key groups, including female sex works, men who have

sex with men and others, should start based on the availability of strong epidemiological data which is expected to be available soon.

4. Strategies:

- Aligning the HIV/AIDS response in Syria to an emergency context, working in close collaboration with other implementing partners and focusing on key interventions and target groups.
- Prioritizing the provision of care and support activities for people living with disease.
- Introducing basic interventions that contribute to prevent new infections and excess mortality among mothers and newborns.
- Identifying appropriate and relevant interventions to address the key health system barriers/gaps to strengthen the HIV response in the country.

5. Planned Activities:

Key activities to be carried out during the extension period include essential HIV services in this emergency setting:

- Continued provision of pharmaceutical and health products that will cover 150 patients, including those that are currently supported through Global Fund resources.
- Completion of Bio Behavioural Surveys (BBS) among four key affected groups, FSWs, MSMs, IDUs and prisoners. The outcomes of these studies will provide strategic information needed to guide the development and implementation of evidence-informed policies and programs for KAPs in Syria during the next implementation period.
- Integration of basic PMTCT and reproductive health services in three health centers as a pilot (Damascus, Lattakia and Sweida). No PMTCT services are currently provided in health services. The pilot centers have been suggested by UNFPA and the Ministry of Health based on clustering of internally displaced persons, possibility of access and existing partnerships available for implementation. The effectiveness of this pilot to integrate PMTCT services in the selected health centers will be evaluated at the end of the implementation period, so it can be assessed for the concept note submission.
- Contribution to the development of a coordinated response for gender-based violence prevention. UNFPA will implement reproductive health activities, including the procurement and distribution of reproductive health kits (STI, PEP, condoms), as well as increasing awareness about HIV.
- Contribution towards the strengthening of the disrupted health system through restoring blood bank services. Funding from the Global Fund will complement support from the WHO and the government to address an emergency need in Syria for essential supplies to collect, test and safely transfuse blood.

6. Term of the Grant:

For purposes of this Agreement, the following terms shall be defined as follows:

- Program Starting Date: 1 February 2012
- Program Ending Date: 31 July 2015
- Proposal Completion Date: 31 July 2015

B. CONDITIONS PRECEDENT

1. Conditions Precedent to the Use of Grant Funds to Finance Training Activities

The use of Grant funds by the Principal Recipient to finance training activities is subject to the satisfaction of each of the following conditions:

- a. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a detailed training plan and budget covering all training activities that are proposed to be conducted under the Program (the "Detailed Training Plan and Budget"); and
- b. the written approval by the Global Fund of the Detailed Training Plan and Budget.

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. The parties acknowledge that as of the effective date of signature of the Grant Agreement, the situation in Syria has been characterized by civil unrest, armed conflicts, high safety and security threats, and political instability (collectively, the "Force Majeure Situation"). Under the circumstances, the parties acknowledge and agree that:
 - a. In consultation with the Global Fund, the Principal Recipient may suspend or terminate the activities under this Agreement at any time if the Force Majeure Situation so requires.
 - b. The budget and performance framework (including the frequency and contents of reporting) will be reviewed by the parties as needed, with a view to evaluating and accounting for any change in the Force Majeure Situation in the country and its impact on the performance of the Grant. Should the changes in the Force Majeure Situation warrant a reprogramming of the Program, the Principal shall, at the request of the Global Fund, deliver to the Global Fund a revised budget and performance framework in form and substance satisfactory to the Global Fund.
 - c. Recognizing that the Principal Recipient is constrained in conducting regular annual financial audits of Program expenditures in Syria, the parties acknowledge that UNDP will conduct an annual desk review of Program expenditures and that such desk review will have certain scope limitations.
 - d. Notwithstanding Articles 8 and 10 of this Agreement, and except in the case of gross negligence or wilful misconduct of the Principal Recipient, the Principal Recipient shall not be liable for the potential loss or damage to any funds and assets financed under this Agreement (including Health Products) (the "Relevant Funds and Assets") caused by the Force Majeure Situation, provided that the Principal Recipient (i) has fully complied with the other terms and conditions of this Agreement and has exercised due care and diligence and (ii) has exercised all reasonable efforts to mitigate the risk of loss of the Relevant Funds and Assets. Nevertheless, the Principal Recipient

shall use its best efforts to seek and obtain recovery of any potential losses to the Relevant Funds and Assets.

The parties agree that the aforementioned provisions shall terminate after the end of the current implementation period of the Grant, as such period may be extended as agreed between the parties in accordance with Global Fund policies.

The parties acknowledge that the aforementioned provisions are due to the exceptional security situation in Syria, and do not commit the Global Fund to limit the liability of the Principal Recipient (i) if a loss or damage of any Relevant Funds and Assets is not caused by the Force Majeure Situation or (ii) under any programs implemented by the Principal Recipient in any other jurisdiction.

D. SPECIAL TERMS AND CONDITIONS RELATING THE TRANSITIONAL FUNDING MECHANISM

In the event that the Principal Recipient secures other sources of funding (including, but not limited to, funding through another Global Fund mechanism or program) for activities financed under this Agreement through the TFM, the Global Fund reserves its rights pursuant to Articles 6, 9 and 21 of the Standard Terms and Conditions of this Agreement.

E. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 13(b)(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.

F. ANTICIPATED DISBURSEMENT SCHEDULE

For the purposes of Article 6(a) of the Standard Terms and Conditions of this Agreement, the anticipated schedule of cash transfers, as well as the schedule of commitment and disbursement decisions, is indicated in the Performance Framework attached to this Annex A.

G. PROGRAM BUDGET

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

H. PERFORMANCE FRAMEWORK

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

I. THE GLOBAL FUND STAGGERED FUNDING COMMITMENT POLICY

At the time of each commitment decision by the Global Fund, the Global Fund shall set aside (“commit”) funds up to the amount of the commitment decision amount, subject to the terms and conditions of this Agreement. Grant funds shall be committed in a manner consistent with the Global Fund’s discretion and authority as described in Article 6 of the Standard Terms and Conditions of this Agreement, taking into account, among other things, the availability of Global Fund funding and the reasonable cash flow needs of the Principal Recipient. If a commitment of Grant funds is made, such commitment decision will be communicated to the Principal Recipient through a written notice from the Global Fund. The Principal Recipient further acknowledges and understands that the Global Fund may decommit Grant funds, in its sole discretion, after the Program End Date.

SUMMARY BUDGET Years 3, 4
(formerly Attachment A)

HW_AIDS

Program Details
 Country: Syrian Arab Republic
 Grant No.: SYR-011-G02-H
 PR: United Nations
 Currency: USD
 Grant Cycle phase: Phase 1

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

Period Covered: from	Q9	Q10	Q11	Q12	Q13	Q14
Period Covered: to	1-Jan-14	30-Jun-14	1-Jul-14	1-Oct-14	1-Jan-15	1-Apr-15
	31-Mar-14	30-Sep-14	31-Dec-14	31-Mar-15	31-Jul-15	

A. SUMMARY BUDGET BREAKDOWN BY EXPENDITURE CATEGORY

#	Category	Year 3 Budget			Year 4 Budget			Total Year 3 & 4 Budget	Total Year 3 & 4 Budget	%
		Q9	Q10	Q11	Q12	Q13	Q14			
1	Human Resources	74,232	42,613	45,613	45,613	208,071	53,245	316,134	17%	
2	Technical Assistance	-	-	31,399	5,542	36,940	-	36,940	2%	
3	Training	7,600	11,580	35,480	62,410	117,070	7,600	124,670	7%	
4	Health Products and Health Equipment	-	4,200	782,015	4,200	790,415	4,200	800,215	44%	
5	Medicines and Pharmaceutical Products	-	-	27,029	-	27,029	-	27,029	1%	
6	Procurement and Supply Management Costs	-	-	25,769	-	25,769	-	25,769	2%	
7	Infrastructure and Other Equipment	29,526	1,800	1,800	10,000	77,901	1,800	82,101	5%	
8	Communication Materials	17,068	750	1,567	64,815	3,817	-	82,101	5%	
9	Monitoring and Evaluation	-	18,322	41,357	84,815	141,593	10,002	151,595	8%	
10	Living Support to Clients/Target Population	-	150	150	-	600	-	600	0%	
11	Planning and Administration	9,055	45,191	143,142	24,851	222,239	8,536	238,522	13%	
12	Overheads	-	-	-	-	-	-	-	0%	
13	Other	-	-	-	-	-	-	-	0%	
Total		138,411	124,605	1,135,321	263,105	1,661,443	85,383	1,819,391	107%	

B. SUMMARY BUDGET BREAKDOWN BY PROGRAM ACTIVITY

#	Objectives	Activity	Year 3 Budget			Year 4 Budget			Total Year 3 & 4 Budget	Total Year 3 & 4 Budget	%
			Q9	Q10	Q11	Q12	Q13	Q14			
1	To scale up HIV-prevention programs and services for MARPs with the aim of reaching universal access.	HSS: Surveys, evaluation and research	17,974	21,403	46,265	5,930	91,571	-	91,571	5%	
2	To scale up HIV-prevention programs and services for MARPs with the aim of reaching universal access.	Prevention of mother-to-child transmission (PMTCT)	-	-	268,561	79,233	347,794	11,461	11,461	20%	
3	To scale up HIV-prevention programs and services for MARPs with the aim of reaching universal access.	CSS: Human resources, skills building for service delivery, advocacy and leadership	-	-	12,659	8,868	21,555	-	21,555	1%	
4	To promote supportive level and policy environments, and strengthen institutional capacity for HIV-prevention programs amount MARPS.	Key populations	-	-	19,581	19,581	39,162	-	39,162	2%	
5	To promote supportive level and policy environments, and strengthen institutional capacity for HIV-prevention programs amount MARPS.	Strengthening of Civil Society & Institutional Capacity Building	37,789	8,132	8,132	54,115	108,178	8,132	116,310	6%	
6	To strengthen the availability, sharing and utilization of strategic information that will guide the development and implementation of evidence-informed policies and programs for MARPS.	Antiretroviral therapy and monitoring	-	-	113,739	10,700	124,439	-	124,439	7%	
7	To strengthen the availability, sharing and utilization of strategic information that will guide the development and implementation of evidence-informed policies and programs for MARPS.	HSS: Routine data collection, analysis and use	-	6,200	28,250	28,250	62,700	5,600	72,500	4%	
8	To strengthen the availability, sharing and utilization of strategic information that will guide the development and implementation of evidence-informed policies and programs for MARPS.	Blood safety and universal precautions	-	434	583,710	1,978	586,121	392	686	32%	
9	To scale up HIV-prevention programs and services for MARPs with the aim of reaching universal access.	PIU Programme Management & Administration	82,638	88,438	54,423	54,423	279,923	69,573	407,801	22%	
Total			138,411	124,606	1,135,321	263,105	1,661,443	72,565	1,819,391	100%	

C. SUMMARY BUDGET BREAKDOWN BY IMPLEMENTING ENTITY (If known by Grant signature line)

Performance Framework (a) : Indicators, Targets and Periods Covered

Language: English

Please carefully review the instructions work sheet before completing this template

Country / Applicant: OCM Syrian Arab Republic		Principal Recipients: PR1 United Nations Development Programme, Syrian Arab Republic	
Component: HIV/AIDS		PR2	
Start Year: 2012		PR3	
Start Month: February	(Please select from list or add a new one)	PR4	
SSF/grant number: SYR-011-002-H		PR5	

Reporting periods	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Period 13	Period 14
Period Covered: from	1-Feb-12	1-Apr-12	1-Jul-12	1-Oct-12	1-Jan-13	1-Apr-13	1-Jul-13	1-Oct-13	1-Jan-14	1-Apr-14	1-Jul-14	1-Oct-14	1-Jan-15	1-Apr-15
Period Covered: to	31-Mar-12	30-Jun-12	30-Sep-12	31-Dec-12	31-Mar-13	30-Jun-13	30-Sep-13	31-Dec-13	31-Mar-14	30-Jun-14	30-Sep-14	31-Dec-14	31-Mar-15	31-Jul-15
Due date Progress Update	15-May-12	14-Aug-12	14-Nov-12	14-Feb-13	15-May-13	14-Aug-13	14-Nov-13	14-Feb-14	15-May-14	14-Aug-14	15-Nov-14	14-Feb-15	15-May-15	15-Aug-15
Disbursement Request (Y/N)	-	-	N	Y	N	N	N	Y	N	N	N	Y	N	N

Certified Financial Statements due date	Year 1	Year 2	Year 3	Year 4
	31-Mar-13	31-Mar-14	31-Mar-15	31-Mar-16

Due date periodic review	
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Program goals and impact indicators

1	Provide a minimum multi-sectoral response to HIV/AIDS in emergencies
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Linked to priority	Impact indicator	Baseline		Targets								Comments			
		value	Year	Source	Year 1		Year 2		Year 3		Year 4				
					2012	Report due date	2013	Report due date	2014	Report due date	2015		Report due date		
1	Number of people living with HIV.	290	2013	HMS							320	14-Feb-15	320	15-Aug-15	Number of HIV positive cases at the end of the reporting period. (It includes all patients; the survived old cases at the beginning of the reporting period plus the new cases confirmed during the reporting period who are on treatment and not on treatment).
1	AIDS related mortality per 100,000 population	Adults (> 0.03) Children (0)	2013	HMS							Adults (> 0.02) Children (0)	14-Feb-15	Adults (> 0.02) Children (0)	15-Aug-15	Numerator: Number of deaths attributed to HIV/AIDS-related causes in a given time period; Denominator: For adults (>15 years): Total population and For children (<5 years): Total population (per 1000 live births)

Program objectives and outcome indicators

1	To scale up HIV-prevention programs and services for MARPs with the aim of reaching universal access.
2	To promote supportive level and policy environments, and strengthen institutional capacity for HIV-prevention programs amount MARPs.
3	To strengthen the availability, sharing and utilization of strategic information that will guide the development and implementation of evidence-informed policies and programs for MARPs.

Linked to objective	Outcome indicator	Baseline		Targets								Comments					
		value	Year	Source	Year 1		Year 2		Year 3		Year 4						
					2012	Report due date	2013	Report due date	2014	Report due date	2015		Report due date				
1	percentage of adults and children with HIV known to be on treatment 12 months after initiation of antiretroviral therapy	100%	2011	ART records							100%	14-Feb-14	100%	14-Feb-15	100%	15-Aug-15	Numerator: Number of adults and children who are still alive on antiretroviral therapy at 12 months after initiating treatment; Denominator: Total number of adults and children who initiated ART who were expected to achieve 12-month outcomes within the reporting period
2	Percentage of targeted health facilities providing Antiretroviral Therapy	100%	2012	NAP 2013 Annual report							100%	14-Feb-15	100%	15-Aug-15			Numerator: The actual number of Health Facilities providing antiretroviral therapy during the reporting period; Denominator: Total number of HIV/AIDS targeted to provide antiretroviral therapy within the reporting period (the MOH targeted 10 Health Facilities in 10 governorates to provide ART for all PLWHA)

Service delivery area and outcome indicators

Objective & Indicator Number	Service Delivery Area	Output/coverage indicator	Final target previous implementation period		Latest available baseline/result				Targets														Periodic review target (filled in during grant reporting)	Target cumulation	Tied to	Responsible Principal Recipient(s) (comma separated)	Top 10	Comments			
			N #	%	Year	N #	%	Year	Source	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	Period 13							Period 14		
										1-Feb-12	1-Apr-12	1-Jul-12	1-Oct-12	1-Jan-13	1-Apr-13	1-Jul-13	1-Oct-13	1-Jan-14	1-Apr-14	1-Jul-14	1-Oct-14	1-Jan-15							1-Apr-15		
			D #			D #				31-Mar-12	30-Jun-12	30-Sep-12	31-Dec-12	31-Mar-13	30-Jun-13	30-Sep-13	31-Dec-13	31-Mar-14	30-Jun-14	30-Sep-14	31-Dec-14	31-Mar-15							31-Jul-15		
1.1	HSS: Surveys, evaluation and research	Number of special studies among MARPs successfully conducted and results distributed to stakeholders	N/A		0		2012	Research reports -NAP											4								Not cumulative	Current grant	PR1	Top 10 equivalent	In phase 1, four special (qualitative) studies will be conducted among MARPs (FSWs, MSM, IDUs and Prison inmates). All 4 studies will be completed in P10 and comprehensive research reports will be available in P11.
1.2	Prevention of mother-to-child transmission (PMTCT)	Number of targeted health facilities providing PMTCT services	0		0		2012	Administrative records												3							Not cumulative	Current grant	PR1	Not top 10	Number of Health Facilities that targeted as a sentinel centres in three Governorates (Damascus, Sweida and Latakia) that will provide basic PMTCT services. The selected centers were identified as pilot centers to provide basic PMTCT services, as suggested by UNFPA and MOH. These Governorates were chosen based on ease of access to services by beneficiaries. In the current context, the focus will be to provide basic interventions to prevent basic neonatal and maternal mortality. In the current context the monitoring will address the introduction of service and to focus later on the outcomes.
1.3	CSS: Human resource: skills building for service delivery, advocacy and leadership	Number of targeted audiences by capacity building interventions who received appropriate and relevant interventions based on training needs assessment.	N/A		200		2013	Training records											60	60							Annually	Current grant	PR1	Top 10 equivalent	Number of targeted audiences by capacity building interventions who received appropriate and relevant interventions in the 14 the governorates based on the needs assessment that conducted in 2012. The needs assessment which was carried out in 2012 addressed the training needs in different components of the national HIV/AIDS strategic plan. In this indicator the implementer will focus on 2 important issues for the national programme (HIV diagnosis & treatment practices and M&E skills) and the training will be implemented in Damascus, Latakia, Tartous, Hama and/or any other Governorate based on the prevailing security situation.
1.4	Facility-based diagnosis and treatment of sexually transmitted infections	Number of women and men aged 15+ who received an HIV test and know their results			105,152		2013	NAP report										25000	25000	25000	25000	25000					Annually	National program	PR1	Top 10 equivalent	Number of women and men aged 15+ who have been tested for HIV during the reporting period in the functional VCTs and Prenatal Centres and who know their results. The last available Number of Adults aged 15+ who have been tested for HIV in the VCT and Prenatal centers were more the 100,000 cases and all of them know their results
2.1	Key populations	Number of individuals from targeted population reached through community outreach with standardized HIV prevention interventions	NA		NA			Training records											300	300							Not cumulative	Current grant	PR1	Not top 10	Number of individuals from the young population in IDPs community and the most at risk population including MSM,FSW and IDUs reached through community outreach with standardized HIV prevention intervention in 3 governorates during the reporting period(Damascus, Latakia and Tartous). Based on the budget calling the grant can offer training to 300 participants each quarter from the targeted groups out of 15000 that is the estimated number of young population in IDPs and the selected MARPs groups in the three governorates.
3.1	Antiretroviral therapy and monitoring	Number of adults and children currently receiving antiretroviral therapy	130		137		2012	Patient records										144	148	150	152	152	152				Not cumulative	Current grant	PR1	Top 10	Number of adults and children currently receiving antiretroviral therapy in accordance with the nationally approved treatment protocol (or WHO standards) at the end of the reporting period. The last available Number of PLWHA who need ARV's treatment was 144 patients in quarter (4) 2013 the targets in this PFW will adopt 2013 WHO slogan 'treat more, treat better' to achieve the MDGs

Objective & Indicator Number		Service Delivery Area	Output/Coverage indicator	Final target previous implementation period			Latest available baseline/result			Targets														Periodic review target <small>(filled in during grant negotiation)</small>	Target cumulation	Tied to	Responsible Principal Recipient(s) <small>(comma separated)</small>	Top 10	Comments						
N #	D #			%	Year	N #	D #	%	Year	Source	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6		Period 7	Period 8	Period 9	Period 10	Period 11	Period 12							Period 13		Period 14			
											1-Feb-12	1-Apr-12	1-Jul-12	1-Oct-12	1-Jan-13	1-Apr-13		1-Jul-13	1-Oct-13	1-Jan-14	1-Apr-14	1-Jul-14	1-Oct-14							1-Jan-15		1-Apr-15			
											31-Mar-12	30-Jun-12	30-Sep-12	31-Dec-12	31-Mar-13	30-Jun-13		30-Sep-13	31-Dec-13	31-Mar-14	30-Jun-14	30-Sep-14	31-Dec-14							31-Mar-15		31-Jul-15			
3.2	HSS: Routine data collection, analysis and use	Number and percentage of routine reporting units submitting timely reports according to national guidelines	16	100.0%	2011	16	100.0%	2012	Administrative records											14	14	14	14	14	14	14	14		Not cumulative	Current grant	PR1	Not top 10	Numerator: The actual number of routine reporting units submitting timely reports according to national guideline; Denominator: Total number of routine reporting units. The proposed units that should report routinely are 11 units from the governorate: one from each of SARCS/SFPA and one from the blood bank unit. The proposed units that should report routinely are 11 units from the currently functioning health centers in eleven Governorates; one from each of SARCS & SFPA and one from the central unit of the blood bank.		
3.3	Blood safety and universal precautions	Percentage of donated blood units screened for HIV in a quality-assured manner		100.0%	2012		100.0%	2013	Administrative records																	100.0%	100.0%		100.0%		Not cumulative	Current grant	PR1	Top 10 equivalent	Numerator: Number of donated blood units screened for HIV in a quality-assured manner during the reporting period; Denominator: Total number of donated blood units. The last available number of donated blood units screened for HIV in a quality-assured manner in 2012 were around 400,000 units. 100% of donated blood units were screened for HIV, STIs and other targeted diseases according to the national response plan. The measurement is taken at the national level from the MOH.
3.4	CSS: Community based activities and service - delivery, use and quality	Number of community health workers actively supporting treatment adherence	NA			24		2013	Administrative records											30	30	30	30	30	30					Not cumulative	Current grant	PR1	Not top 10	Number of community health workers actively supporting treatment adherence in the 14th governorate. The number of the Health workers who will support PLWHA segregates as follows: Central Level: 6; Damascus & Aleppo 4 each; Latakia & Tartous & Hama & Hama 2 each; the rest of Governorate will be supported by 1 supported for each Governorate. A list of PLWH receiving ARVs and their supporters will be provided by the MOH HIV programme for each quarter.	
3.5	Antiretroviral therapy and monitoring	Percentage of health facilities dispensing antiretroviral therapy that experienced a stock-out of at least one required antiretroviral drug in the last 6 month		0.0%	2012		0.0%	2013	Administrative records																						Not cumulative	Current grant	PR1	Top 10 equivalent	Numerator: Number of health facilities dispensing ARVs that experienced a stock-out of one or more required ARV drug in the last 6 months; Denominator: Total number of functional health facilities dispensing ARVs. MOH has 14 Health Facilities in the 14 Syrian Governorates. The health facilities provide HIV/AIDS health care services; currently eleven out of fourteen are functional due to the current situation but none of them has experienced a stock-out of ARVs in 2013.

Anticipated schedule of cash transfers and commitment and disbursement decisions			
Annual Disbursement & Commitment Decision		Cash Transfer	
January 2014	January 2014 - March 2015	1st Transfer: May 2014	10 months (Jan 2014 - Sept 2014)
		2nd Transfer: September 2014	6 months incl. 3 months buffer (Oct 2014 - Mar 2015)
February 2015	April 2015 - July 2015	3rd Transfer: March 2015	4 months (Apr 2015 - Jul 2015) + closure period