

**MEMORANDUM FOR PROVISION OF  
MANAGEMENT AND OTHER SUPPORT SERVICES**

**BETWEEN**

**THE REPUBLICAN AIDS CENTER UNDER THE MINISTRY OF HEALTH OF  
THE REPUBLIC OF UZBEKISTAN  
AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME**

The Standard Basic Assistance Agreement signed on 10 June 1993 between the United Nations Development Programme (hereinafter UNDP) and the Government of Uzbekistan (hereinafter the Government), (the "SBAA") contains the basic conditions under which UNDP assists the Government in its endeavour to realize sustainable human development in line with national development programmes and priorities.

In furtherance of the SBAA, the Republican AIDS Centre under the Ministry of Health of the Republic of Uzbekistan (hereinafter "RAC") in its capacity of Principal Recipient of the grant of Global Fund to Fight AIDS, Tuberculosis and Malaria has requested assistance from UNDP for the provision of management and other support services to it, as specified in this Memorandum for Provision of Management and other Support Services, including Appendices I through V thereof, (hereinafter this "Agreement").

1. (a) RAC will request the Global Fund to Fight AIDS, Tuberculosis and Malaria to directly transfer funds in the amount of USD **9 813 643.11** (nine million eight hundred thirteen thousand six hundred forty three US Dollars and eleven cents) to UNDP, in connection with financing the activity(ies) described in Appendix I (hereinafter referred to as the "Activity") and to engage UNDP in accordance with this Agreement.

(b) The Government shall be represented by the Republican AIDS Centre under the Ministry of Health of the Republic of Uzbekistan for all matters related to the implementation of the Activity.

(c) UNDP shall be represented by UNDP Uzbekistan Country Office for all matters related to the implementation of the Activity.

2. (a) UNDP shall be responsible for making available, with due diligence and efficiency, its management services to the Activity as are described in Appendix II (hereinafter called the "Services"), subject to the RAC fulfilling its obligations as described therein in a timely manner.

(b) The duration of this Agreement is four years calculated from the date on which this Agreement becomes effective in accordance with paragraph 17 hereof.

(c) UNDP and the RAC shall consult closely with respect to all aspects of the provision of the Services.

3. The total cost of UNDP to provide the Services to implement the Activities further to this Agreement is **USD 9 813 643.11** (nine million eight hundred thirteen thousand six hundred forty-three US Dollars and eleven cents), which includes General Management Support (GMS) services fee equal to 4 % and Direct Project Support cost (DPC) not to exceed 1 % of the Budget attached hereto as Appendix III.

4. (a) RAC undertakes, promptly after the effective date of this Agreement, to instruct the Global Fund to Fight AIDS, Tuberculosis and Malaria to deposit **USD 9 813 643.11** (nine million eight hundred thirteen thousand six hundred forty-three US Dollars and eleven cents) in UNDP Contributions Account number 36349562 at the Citibank, New York, in accordance with the following payment schedule:

Country	USA
Account Name:	UNDP US\$ Contribution Account
Account No:	36349562
Bank Name:	Citibank, N.A.
Bank Address:	111 Wall Street New York, NY 10043
ABA/ACH Routing No:	021000089
SWIFT Address:	CITIUS33

#	<u>Date of installments</u>	<u>Amount in USD</u>
(a)	15.12.2018	USD 3 254 908.95
(b)	01.09.2019	USD 2 992 163.59
(c)	01.09.2020	USD 3 566 570.57

(b) The value of the payment received, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the RAC with a view to determining whether any further financing could be provided by the RAC. Should such further financing not be available, the assistance to be provided further to this Agreement may be reduced, suspended or terminated by UNDP.

(c) Any change in the duration of this Agreement, the total Budget amount and/or the scope of the Services will require consultations between UNDP and the RAC with a view to

reaching an agreement, including a revised management fee.

(d) UNDP shall not be required to commence the provision or continuation of Services until the payments referred to in (a), above, have been received in accordance with the terms of such subparagraph (a).

(e) Any interest income attributable to the funding shall be credited to UNDP Account, retained by UNDP and shall be utilized in accordance with UNDP's regulations, rules, policies and procedures.

5. (a) UNDP shall provide to the RAC, the Services as specified in Appendices I and II, in accordance with the UNDP's regulations, rules, policies and procedures.

(b) Should the Services include engaging consultants, whether individual consultants or consulting firms, the following shall apply:

- (i) UNDP shall make the arrangements it deems necessary to meet all payments due to such individuals or firms and any other expenses in connection with their assignment.
- (ii) In the discharge of their responsibilities in accordance with their respective contractual terms of reference, such individuals or firms hired by UNDP shall work under the supervision of the UNDP Uzbekistan Country Office and shall cooperate closely with the RAC, as appropriate. UNDP shall provide such consultants with appropriate guidance and support as UNDP may deem necessary for the successful implementation of the aspect of the Services undertaken by the consultants.

(c) UNDP shall, in consultation with the RAC, administer any training referred to in Appendix II.

(d) In the procurement of any equipment and supplies referred to in Appendix II by UNDP:

- (i) Upon receipt and acceptance of such equipment and supplies by the RAC, title shall vest in the RAC.
- (ii) To the extent that the costs in respect of any custom duties, levies or charges related to the clearance of such equipment and supplies into the country have not been exempted or reimbursed by the RAC, the RAC shall be responsible for all such costs.

(e) With respect to insurance arrangements related to the provisions of the Services:

- (i) UNDP shall arrange insurance under its standard procedures for fellows, individual consultants, equipment and supplies.

- (ii) Consulting firms shall be required to make their own insurance arrangements, according to the terms of their respective contracts.
- (iii) If the RAC notifies UNDP of special insurance requirements in respect of the Services, UNDP shall endeavour to make appropriate arrangements for obtaining such other insurance, the cost of which shall be charged to and covered by the Budget. If insufficient funds are available, the RAC shall cover the cost from its own resources separate and apart from the Contribution; in such cases, UNDP shall not conclude any arrangement for such special insurance requirements until the RAC provides UNDP the additional resources to cover the costs of insurance.

(f) In case of claims of any nature, including loss of or damage to equipment and supplies, UNDP shall pursue settlement of such claims, and UNDP liability shall be limited to the proceeds recovered. The costs incurred by UNDP in handling such claims, demands, or liabilities shall be recovered from the Budget. If insufficient funds are available, RAC shall cover the costs from its own resources, separate and apart from the Budget.

6. UNDP shall not be responsible for costs in relation to the defence, settlement or judgment/decision/award of any claims or demands resulting from this Agreement.

7. (a) Funds received under this Agreement shall be administered in accordance with UNDP's regulations, rules, policies and procedures. All financial accounts and statements shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations and Rules, and policies and procedures of UNDP.

(b) All financial transactions shall be recorded in a separate ledger account established for this activity and expressed in United States dollars. Transactions in currencies other than United States dollars shall be carried out and recorded at the UN operational rate of exchange in effect on the date of the transaction further to paragraph 3 above.

8. The following general financial and accounting arrangements shall be followed in respect of the provision of Services under this Agreement:

(a) UNDP shall prepare, in full consultation with the RAC, any budget revisions which it deems appropriate to ensure that the activity budget reflects as accurately as possible the likely delivery of Services. Simple budget rephasings shall enter into effect immediately upon signature by UNDP. All other budget revisions which do not shift allocations among budget categories specified in the budget (Appendix III), including budget revisions reflecting activity completion, shall enter into effect automatically 30 days after being proposed by UNDP, unless the RAC objects within that period.

(b) If, due to unforeseen circumstances, the funds received under this Agreement should be projected to be insufficient to cover the total cost of the Services specified in Appendix II, UNDP shall inform the RAC accordingly. The RAC and UNDP shall then promptly hold consultations with a view to agreeing upon appropriate modifications to the Services so as to

ensure that funding shall be sufficient to cover all expenses for the provision of such Services. In the interim and pending such agreement, any costs or expenses incurred by UNDP to ensure the continuation or orderly conclusion of Services shall be deemed to form part of Appendix II.

9. UNDP shall submit narrative reports relating to the Activity as may reasonably be required by the RAC. In addition, UNDP shall provide to the RAC the following reports in accordance with UNDP accounting and reporting procedures.

(a) An annual financial statement shall be submitted to the RAC, in accordance with the format given in Appendix IV.

(b) Within six months after the end of the year following the date of completion or termination of this Agreement, a final financial statement shall be submitted to the RAC, in accordance with the format given in Appendix IV.

10. Any balance of funds received and uncommitted on completion of the Services shall be refunded promptly to the RAC.

11. The SBAA, and in particular Articles IX and X thereof, shall apply, mutatis mutandis, to all activities under this Agreement (see Appendix V). This Agreement is the project document referred to in the SBAA.

12. (a) Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. Unless otherwise agreed, the appointment authority under the Rules shall be the President of the Permanent Court of Arbitration. The parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

(b) Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force, or according to such other procedure as may be agreed between the parties.

(c) Nothing in or relating to any provision in this Agreement shall be deemed a waiver of the privileges and immunities of the United Nations, including UNDP.

13. Any amendment to this Agreement or to any Appendix hereto shall be effected by mutual agreement of the parties through an appropriate supplementary letter of agreement.

14. The RAC and the UNDP Resident Representative shall keep each other fully informed of all actions undertaken in carrying out this Agreement or that may affect it.

15. All correspondence regarding the implementation of this Agreement, other than this signed Memorandum for Provision of Services or amendments thereto, shall be addressed to:





<p><b>For UNDP:</b> Mr. Farid Garakhanov, UNDP Resident Representative a.i. in Uzbekistan</p> <p>Address: 4, T. Shevchenko Str., Tashkent 100029 Republic of Uzbekistan;</p> <p>e-mail: <a href="mailto:registry.uz@undp.org">registry.uz@undp.org</a></p>	<p><b>For RAC:</b> Mr. Kakhramon Yuldashev, Director of RAC</p> <p>Address: 12 Farkhad Street, Tashkent, Republic of Uzbekistan;</p> <p>RAC e-mail address: <a href="mailto:aids.uz@minzdrav.uz">aids.uz@minzdrav.uz</a></p>
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16. This Agreement shall become effective upon UNDP's confirmation of receipt of the first payment from the RAC in accordance which paragraph 3, and shall expire upon completion of the Services and settlement of all accounts thereunder, unless terminated earlier in accordance with the following paragraph.

17. (a) This Agreement may, at any time, be terminated by either party by written notice to the other, if, in its opinion, an event beyond its reasonable control occurs which makes it impossible to carry out its obligations under this Agreement. Termination shall be effective thirty days after receipt of the above notice.

(b) The obligations assumed by the parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of personnel, contractors, consultants or suppliers.

The parties hereby agree and accept this Memorandum for Provision of Services through their respective signature hereto, as follows.

<p><b>For the Republican AIDS Center</b></p>   <p>Kakhramon Yuldashev</p> <p>Director of the Republican AIDS Centre under the Ministry of Health of the Republic of Uzbekistan</p> <p>Date: 24.12.2018</p>	<p><b>For the United Nations Development Programme:</b></p>   <p>Farid Garakhanov</p> <p>Resident Representative a.i., United Nations Development Programme in Uzbekistan</p> <p>Date: 21.12.2018</p>
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## Appendices

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## Appendix I

### A. ACTIVITY DESCRIPTION

- A. In line with this Agreement, UNDP Country Office in Uzbekistan will:
- i. provide procurement support services to the Republican AIDS Centre, the Principal Recipient of the grant of the Global Fund to Fight AIDS, Tuberculosis and Malaria, particularly in the implementation of the grant cycle in 2018-2021. The list of pharmaceutical and other health products, non-health products procured within this agreement is devised by pursuant to their specifications, quantification and delivery intervals aligned to incoming channels – government and others – into the national public health system;
  - ii. procure expert services in planning and forecasting of needs of the country for ARV medicines, diagnostic test kits, consumables and other health products for a year;
  - iii. Undertake procurement, deliveries, customs clearance and quality assurance of medicines, RDTs and other health products;
  - iv. hire team of experts on prevention and treatment activities, and arrange logistics for Monitoring and Evaluation visits (M&E) of national partners for stock management, PSM and other purposes, including managing travel arrangements and handling travel associated costs;
  - v. Recruit experts and consultants, based on request from RAC, to conduct epidemiological surveillance on HIV and different researches on estimation of the situation, forecasting, treatment control and quality of the provided services;
  - vi. hire a team of experts and trainers for capacity building activities on HIV prevention, treatment and control, procurement and supply chain management, project management and M&E;
  - vii. Handle logistics issues of M&E visits to the regions of Uzbekistan;
  - viii. Undertake tender processes and develop TORs to hire IT companies in development and design of information systems on registration of cases of HIV and other specific areas as requested by RAC;
  - ix. Handle travel logistics and issue individual contracts for international and national experts at the request of RAC;
  - x. Handle logistics and travel issues in organizing study tours, trainings and seminars for RAC staff and other national partners requested by RAC;

#### **Roles and responsibilities of RAC and UNDP are as follows:**

RAC will:

1. Provide a list of pharmaceuticals and other health products with specifications, quantities, specific quality requirements (label and packaging labelling if any etc.), the applicable categories, and delivery parameters, budgets as per HIV grant programme, at least 8 months prior to planned use;
2. Provide quality and accurate consumption data based on regular and effective stock-management analysis, needs assessment and forecasting;
3. Ensure that any requested medicine or health product procured and/or supplied by UNDP



- is authorized by the NRA (national regulatory authority) in Uzbekistan;
4. Appoint a focal point from RAC designated to coordinate day-to-day implementation activities and respond to requests for clarifications within a period of 5 days of receipt of the request from UNDP Uzbekistan;
  5. Facilitate and assist in obtaining permission for import of non-registered medicines in Uzbekistan in line with the legislation and facilitates streamlining the procedure of quality control for health products for which it is needed;
  6. Facilitate the receipt of all necessary national import permissions and approvals for import of health and non-health products in Uzbekistan;
  7. Provide sufficient storage space and proper conditions of storage for medicines and other health products;
  8. Accept within 5 working days, a title transfer to its ownership of the medicines and other health products by signing Act of Acceptance for which RAC will ensure further transportation to central warehouse storage and distribution to final recipients;
  9. Be responsible for overall stock management and distribution of medicines in the country until they reach patients;
  10. Assume the overall responsibility for quality of medicines and other health products, non-health products following RAC's signing Act of Acceptance;
  11. Convene regular coordination and technical meetings to discuss the progress on the services being provided under this Agreement;
  12. Provide TORs for experts and technical specifications for involving companies, which shall provide different services, goods and outputs, seminars, M&E visits to regions and study tours along with list of participants and handout materials for printing.

UNDP will:

1. Procure and supply items according to the list of medicines and other health products, quantities and additional specific quality requirements agreed with RAC (mainly language for label/packaging, if any) in line with UNDP Quality Assurance Policy requirements which are aligned with international requirements for health products and the Global Fund QA Policy, to the entry point in the country;
  - 1.1. Conduct competitive bidding process or use UNDP's global LTAs already in place to procure the foregoing;
  - 1.2. Place the orders for goods, services, freight and insurance and enter into contracts with vendors;
  - 1.3. Lease space to which the goods should be transferred by UNDP following UNDP's and RAC's agreement to the terms of the Act of Acceptance (the "Central Warehouse").
  - 1.4. Monitor progress of its purchase orders, implementation of signed contracts by vendors as well as conduct vendors' performance evaluation;
2. Provide regular updates to RAC on progress of procurement, inform on eventual queries and/or action required by the RAC in relation to the procurement of specific products or product categories;
3. Maintain all procurement records and reports;
4. Process payments for concluded orders and contracts as per UNDP rules and regulations, and based on certificates of completion of works or receipt reports duly signed by the

- recipients of goods and/or services;
5. Provide regular financial reports including financial statements and other relevant documents in with this Agreement.
  6. UNDP shall constitute a project team to undertake the Service under this Agreement. (Budget)

**Main steps to transfer medicines and other health and non-health products from UNDP to RAC:**

- After the arrival in the country of the medicines, health and non-health products (hereinafter “the Goods”), UNDP shall carry out necessary procedures to obtain the clearance of the competent authorities for customs clearance (SES, Veterinary, Uzbekekspertiza, Uzstandard and others.), certification by the Main Department for Quality Control on Medications and Medical Equipment under the Ministry of Health of Uzbekistan.
- During the receipt of all necessary permits, the goods shall be stored at a customs warehouse hired by UNDP in accordance with internal procedures and rules. Upon completion of all procedures related to obtaining permits, including customs clearance and obtaining a Certificate of Conformity, UNDP shall prepare documents for the transfer of the Goods to RAC. The transfer date shall be fixed following the Parties’ agreement on the terms of the transfer documents/ Act of Acceptance.
- UNDP shall transport goods from the customs warehouse to the central warehouse after RAC and UNDP agree to the terms of the Act of Acceptance. The transfer of goods, through the signature of the Act of Acceptance, shall take place once the goods are at the central warehouse. The acceptance of goods on behalf of RAC shall be done by the designated employee who is the power of attorney holder.
- After acceptance/transfer of the goods, the responsibility for their quality, including compliance with the conditions of storage, quantity distributed, transfer, etc. observance of the rules of FEFO, shall be borne, unconditionally, by the RAC. After RAC accepts the goods, UNDP shall no longer have responsibility thereafter.

## **B. PROCUREMENT CONDITIONS**

UNDP shall undertake procurement in accordance with UNDP's regulations, rules, policies and procedures, which includes among other things:

### **Procurement Overview and Principles**

1. Procurement involves acquiring goods, works and services. Although UNDP takes a decentralized approach to procurement by different business units, organization-wide policies and procedures apply. The procurement process encompasses planning, requisitions, sourcing of suppliers, solicitation and evaluation of offers, contract review, contract award, and the management of contracts and assets.
2. The following general principles must be applied to all phases and types of procurement.

### **Best Value for Money**

3. The core governing principle is to obtain the best value for money. This means the selection of the offer that presents the optimum combination of lifecycle costs and benefits, and meets business needs.
4. Best value for money should not be equated with the lowest price. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e., reliability, quality, experience, reputation, past performance, cost/fee and reasonableness). Parameters can also include social, environmental and other strategic objectives defined in the procurement plan.
5. As part of upholding best value for money, the processes of soliciting offers and selecting a contractor should:
  - a. Maximize competition
  - b. Minimize the complexity of the solicitation, evaluation and selection processes
  - c. Ensure impartial and comprehensive evaluation of solicited offers
  - d. Ensure selection of the contractor whose offer has the highest degree of realism and whose performance is expected to best meet the business unit's specifications, statement of works or terms of reference

### **Fairness, Integrity and Transparency**

6. As competition is the basis for efficient, impartial and transparent procurement, business units are responsible for protecting the integrity of the procurement process and maintaining fairness in the treatment of all offers. Sound procurement involves openness, probity, complete and accurate records, accountability and confidentiality. It establishes and maintains rules and procedures that are attainable and unambiguous.

## **Effective Competition**

7. Competitive processes should provide all eligible offerors with timely and adequate notification of UNDP's requirements, and an equal opportunity to tender bids for goods, works and services.
8. UNDP does not accept the restriction of awards to exclusive contractors or countries, unless explicitly mentioned in a donor agreement approved by the Chief Procurement Officer.

## **UNDP's Interest**

9. Four considerations consistently guide consideration of UNDP's interest:
  - a. Economy and efficiency in programme implementation, including in the procurement of goods, works and services
  - b. Access to procurement opportunities for all interested and qualified offerors worldwide, except where other criteria are mandated by the UN Security Council or UN General Assembly
  - c. Giving all eligible offerors the same information and equal opportunity to compete in providing goods, works or services
  - d. Transparency throughout the procurement process

UNDP has to strictly observe its financial rules and regulations. In this regard, all contracts are subject to the General Terms and Conditions of Contracts, which are available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement). General Terms and Conditions of Contract are annexed to the UNPD contract documents as appropriate and form an integral part of the contract documents.

## **Appendix II Services**

Country: Uzbekistan  
Activity: Support to the national Principal Recipient in effective management of the Global Fund grant  
Title: **Effective Management for Resilient Health System and Supply Chain**

This Agreement contemplates a number of services for each of the components of the Activity, namely: (a) contracting of individual consultants; (b) contracting of firms; (c) purchase of equipment, supplies, ARVs and other health products, including leasing the Central Warehouse location for transfer to RAC and storage; (d) procurement of works (including IT system and software development); (e) training activities; (and (f) general administration.

A. Individual Consultants

The responsibilities of the RAC and UNDP with respect to engaging individual consultants shall be:

A1. Individual Consultants and Temporary Assignments (TAs) (International)

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
x		Preparation of draft Terms of Reference
	x	Review/revision of Terms of Reference
	x	Preparation of shortlist of candidates
	x	Selection of consultants
	x	Negotiation and signing of contracts
	x	Contract administration, including travel authorization/arrangements
x		Technical supervision of consultants
x		Evaluation of work-progress
x		Review/approval of final report
	x	Payment

A2. Individual Consultants (National)

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
x		Preparation of draft Terms of Reference
	x	Review/revision of Terms of Reference
	x	Preparation of shortlist of candidates
	x	Selection of consultants
	x	Negotiation and signing of contracts
	x	Contract administration, including travel authorization/arrangements
x		Technical supervision of consultants
x		Evaluation of work-progress
x		Review/approval of final report
	x	Payment

## B. Consulting Firms

The responsibilities of the RAC and UNDP with respect to engaging consulting firms shall be as follows:

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
x		Preparation of draft TOR
	x	Review/revision of TOR
	x	Prequalification and shortlisting
x		Concurrence with shortlist (procurement strategy)
	x	Preparation and issuance of RFP
	x	Evaluation of proposals
	x	Recommendation for award of contract
x		Concurrence with recommendation
	x	Drafting, negotiation and signing of contract and authorization to proceed
	x	Contract administration
x		Technical monitoring and evaluation
	x	Payment to consultants



## C1. Procurement of Equipment and Supplies

The responsibilities of the RAC and UNDP with respect to procuring equipment shall be as follows:

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
x		Preparation of equipment list
Joint	Joint	Preparation of detailed specifications
	x	Finalization of specifications
	x	Advertising
	x	Prequalification and shortlisting
x		Concurrence with shortlist (procurement strategy)
	x	Issuing Invitation to Bid
	x	Evaluation of bids
	x	Recommendation for award of purchase order
x		Concurrence with recommendation
	x	Placing purchase order
	x	Inspection and shipment
	x	Customs clearance
	x	Delivery to RAC
	x	Payment to supplier
x		Receipt and acceptance of equipment

## C2. Procurement of ARVs (antiretroviral medicines) and other health products

The responsibilities of the RAC and UNDP with respect to procuring ARVs, medical supplies and equipment shall be as follows:

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
x		Preparation of product or reagents, consumables list
Joint	Joint	Preparation of detailed specifications
	x	Finalization of specifications
	x	Launch procurement processes according to UNDP Procurement Architecture (use of Global LTAs or procurement arrangements through other agencies or GPU Health)
	x	Issuing RfQ
	x	Evaluation of quotations received (value for money and QA)
	x	Recommendation for award of purchase order
x		Concurrence with recommendation
	x	Placing purchase order
	x	Inspection and shipment
	x	Customs clearance
	x	Delivery to RAC
	x	Payment to supplier
x		Receipt at central level in country and acceptance
x		Delivery to final users (patients)

D. Complex Procurement (IT implementations)

The responsibilities of the RAC and UNDP with respect to procuring works shall be as follows:

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
	x	Preparation of draft tender documents
	x	Review/revision of tender documents
	x	Advertising (if required)
	x	Prequalification (if required)
	x	Preparation of proposed shortlist
x		Concurrence with shortlist
	x	Issuance of tender
	x	Evaluation of Bids
	x	Recommendation for award of contract
x		Concurrence with recommendation
	x	Contract, preparation, negotiation and signing and authorization to proceed
	x	Payment to contractors
	x	Contract administration
Joint	Joint	Technical monitoring of Contract
Joint	Joint	Certification of Completion of Work

### E. Training Activities

The responsibilities of the RAC and UNDP with respect to conducting training activities shall be as follows:

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
x		Preparation of training plan
Joint	Joint	Designing requirements for specific training
x		Selection of candidates
	x	Confirming language abilities of candidates (if required)
Participation	x	Identification of appropriate programs
	x	Placement
	x	Travel arrangements
	x	Financial arrangements for trainees and institutions
	x	Monitoring of trainers' performance
	x	Logistical support and insurance

## F. General and Financial Administration

The responsibilities of the RAC and UNDP with respect to accounting and financial administration of the Activity shall be as follows:

<b>RAC</b>	<b>UNDP</b>	<b>Activity</b>
x		Transfer of Funds
x		Preparation of annual workplan
	x	Maintenance of separate ledger account for activity funds
	x	Interest calculation and payment
	x	Substantive reports (quarterly and final) to RAC
Joint	Joint	Review of progress against workplan and agreement on necessary budget revisions
	x	Final financial statement
	x	Closure of accounts and return of unspent balance

**Appendix III**  
**Budget**

**Country:** Uzbekistan  
**Activity:** Support to the national Principal Recipient in effective management of the Global Fund grant  
**Title:** Effective Management for Resilient Health System and Supply Chain

ACTIVITY	Total	2019	2020	2021	2022
<b>PERSONNEL</b>					
International consultant	\$ 70 000				
Activity missions	\$ 177 240.07				
Sub-Total	<b>\$ 247 240.07</b>				
<b>TRAINING</b>					
Study Tours	\$ 88 150.24				
Sub-Total	<b>\$ 88 150.24</b>				
<b>EQUIPMENT AND SUPPLIES</b>					
Procurement of ARVs, health products and equipment (including all relevant PSM cost such certification, insurance, warehousing, freight and others)	\$ 9 002 668.55				
Sub-Total	<b>\$ 9 002 668.55</b>				
<b>MANAGEMENT AND DIRECT SUPPORT SERVICES COST</b>					
GMS – (4 %)	\$ 377 447.81				
Direct project cost (DPC – 1%)	\$ 98 136.44				
<b>TOTAL RAC INPUTS</b>	<b>\$ 9 813 643.11</b>	<b>\$ 3 254 908.95</b>	<b>\$ 2 922 163.59</b>	<b>\$ 3 566 570.57</b>	
<b>AUDIT (0,4%)</b>	<b>\$ 39 254.57</b>				
<b>UNDP CONTRIBUTION</b>	<b>\$ 147 102.32</b>				
<b>TOTAL UNDP INPUTS</b>	<b>\$ 186 356.89</b>				
<b>GRANT TOTAL</b>	<b>\$ 10 000 000.00</b>				

**Appendix IV**

**Final Financial Statement**

(in US dollars)

Funds received from the RAC:	XXXXXXXXXXXXXXXXXX
Less:	
Activity Expense (as per final budget revision)	XXXXXXXXXXXXXXXXXX
<u>Unspent Balance *</u>	XXXXXXXXXXXXXXXXXX

\* The unspent balance of funds will be reimbursed in accordance with Paragraph 10, once the final report and the final financial statement have been accepted by the RAC.

## Appendix V

### Articles IX and X of the Standard Basic Assistance Agreement between UNDP and Governments Regarding facilities, exemptions, privileges and immunities

#### Article IX

##### Privileges and Immunities

1. The Government shall apply to the United Nations and its organs, including the UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations.
2. The Government shall apply to each Specialized Agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any Annex to the Convention applicable to such Specialized Agency. In case the International Atomic Energy Agency (the IAEA) acts as an Executing Agency, the Government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA.
3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.
4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of the UNDP, a Specialized Agency or the IAEA who are not covered by paragraphs 1 and 2, above, the same privileges and immunities as officials of the United Nations, the Specialized Agency concerned or the IAEA under Sections 18, 19 or 20 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the specialized agencies, or of the Agreement on the Privileges and Immunities of the IAEA.  
  
(b) For purposes of the instruments on privileges and immunities referred to in the preceding parts of this Article:
  - (1) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4(a), above, shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be; and



- (2) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be.

5. The expression "persons performing services" as used in Articles IX, X, and XIII of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

### Article X

#### Facilities for execution of UNDP assistance

1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

- (a) Prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;
- (b) Prompt issuance without cost of necessary visas, licenses or permits;
- (c) Access to the site of work and all necessary rights of way;
- (d) Free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;
- (e) The most favourable legal rate of exchange;
- (f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;

(g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and

(h) Prompt release from customs of the items mentioned in sub-paragraphs (f) and (g), above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of Uzbekistan, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the Executing Agency have agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

## Appendix VI. RAC REQUEST FOR UNDP SERVICES

**UNOFFICIAL TRANSLATION**

### *Official Letterhead of RAC*

# 012-12/1223

Date: 01.11.2018

**To: UNDP Resident  
Representative in  
Uzbekistan  
Ms. Helena Fraser**

**Dear Ms. Fraser,**

On behalf of the Republican AIDS Centre I would like to convey our sincere gratitude for your collaboration and UNDP's support to strengthening health sector, particularly in HIV response in Uzbekistan.

As you know, in 2016-2018, in line with previous Third-Party Cost-sharing agreement, with assistance of UNDP the Republican AIDS Centre successfully implemented the Project "Strengthening HIV control in Uzbekistan: continuing to increase the scale of HIV response HIV focused on risk groups in Uzbekistan" (1068), funded by the Global Fund to Fight AIDS, Tuberculosis and Malaria (Global Fund).

In line with the Framework Agreement between the Government of Uzbekistan and the Global Fund dated 6 June 2016, the Republican AIDS Centre and the Global Fund signed a new Grant Agreement on 31 August 2018, which aims to continue the above-mentioned Project's activities with allocation of additional funds in the amount of USD 16.56 mln.

Within the approved budget of this Project, it is planned to involve a third party for technical assistance and implementation of the Project activities.

In accordance with instruction of GF Senior Portfolio Manager, the Republican AIDS Center conducted analysis of the possible international organizations to support the Project as a third party, based on which Global Fund approved the involvement of UNDP Uzbekistan as the most suitable organization for the implementation of the project in 2018-2021.

In view of above as well as to accelerate the Project's implementation, we kindly ask you to send us the draft third party cost-sharing agreement for consideration and approval.

The Republican AIDS centre avails itself of this opportunity to renew to UNDP Uzbekistan the assurances of its highest consideration and looks forward to enhancing cooperation in health sector.

**Director of the Republican AIDS Center**

**K. Yuldashev**