

PROGRAM GRANT AGREEMENT

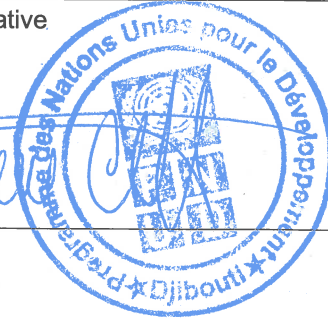
1. Country: Republic of Djibouti	
2. Principal Recipient Name and Address: United Nations Development Programme Lotissement du Héron – Lot 52, BP 2001, Djibouti, Republic of Djibouti	
3. Program Title: Support the National Malaria Programme in scaling up malaria interventions in Djibouti	
4. Grant Name: DJI-M-UNDP	4A. GA Number: 974
5. Implementation Period Dates: 01 January 2016 to 31 December 2017	
6. Grant Funds (Current Implementation Period only): Up to the amount of US\$7,794,954.00 (Seven Million Seven Hundred Ninety-Four Thousand Nine Hundred and Fifty-Four 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: Malaria	
8. The fiscal year of the Principal Recipient is: 01 January to 31 December	
9. Local Fund Agent: Swiss Tropical and Public Health Institute Socinstrasse 57, CH-4002 Basel, Switzerland Tel: +4161 284 8324 Fax: +4161 271 8654 Attention: Dr. Odile Pham Tan E-mail: odile.phamtan@unibas.ch	
10. Name/Address for Notices to Principal Recipient: Mrs. Valerie Cliff Resident Representative UNDP Djibouti Lotissement du Héron – Lot 52, BP 2001, Djibouti, Republic of Djibouti Tel.: +253 2132 0962 Fax: +253 2135 0587 E-mail: valerie.cliff@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: Recitals (if applicable) Standard Terms and Conditions Annex A – Program Implementation Description and the attachments thereto (including the Performance Framework and Summary Budget)</p>	

12. Signed for the Principal Recipient by its Authorized Representative

Date: 24/01/2016

Name: Mrs. Valerie Cliff
Resident Representative /UNDP Djibouti

Signature:



13. Signed for the Global Fund by its Authorized Representative

Date: 01 FEV. 2016

Name: Mr. Mark Eldon-Edington
Head, Grant Management Division

Signature:

14. Acknowledged by the Chair / Vice Chair of the Country Coordinating Mechanism

Date: 24/01/2016

Name: Mr. Ahmed Saad Sultan

Signature:



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

Date: 30/01/2016

Name: Mrs. Fatouma Barkad Gourad

Signature:

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.

(2) In making funds available for the Program, the Global Fund acknowledges that, in accordance with the Principal Recipient's Financial Regulations and Rules, disbursements to the Principal Recipient must be made in advance of the implementation of the activities to be financed. In the event funds are not available to the Global Fund, the Principal Recipient may reduce, suspend or terminate its support to the Program.

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

e. **Conditions Precedent to Disbursement.**

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

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

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

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

Article 4. TAXES AND DUTIES

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

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

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

Article 5. THE TRUSTEE

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

Article 6. DISBURSEMENTS

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

ANNEX A to the PROGRAM GRANT AGREEMENT

Program Implementation Abstract

Country:	Republic of Djibouti
Program Title:	Support the National Malaria Programme in scaling up malaria interventions in Djibouti
Grant Number:	DJI-M-UNDP
Disease:	Malaria
Principal Recipient:	United Nations Development Programme (UNDP)

A. PROGRAM DESCRIPTION

1. **Background and Summary:**

The Republic of Djibouti is a lower-middle-income country ranked 170th out of 187 countries in the 2014 Human Development Index. Djibouti is a desert country with a hot and arid climate. The average annual temperature ranges between 23°C in January and 39°C in August. Rainfall is low and irregular, with an average annual precipitation of 136 mm. The rainy season lasts from September to April with two peaks in October and March, known as the fresh season. Rainfall is rare or even non-existent between May and August (the dry season). These climate conditions (low rainfall and very high temperatures) are unfavorable to the growth of the Anopheles mosquito, the vector of the parasite responsible for malaria. The mapping of Malaria Risk in Africa (MARA) places Djibouti in an area of high epidemiological risk due to its unstable malaria transmission which is highly seasonal in nature, with variable peaks from north to south between October and March.

Djibouti had reached a pre-elimination level in 2012 with just 24 confirmed malaria cases (< 1 case per 1,000 inhabitants), however the figure reached 1,674 in 2013 and 9,439 in 2014.

The present program aims at strengthening the control phase of malaria in order to reach pre-elimination phase by 2020. The program will provide testing and treatment for malaria, and vector control activities will be implemented across the country, namely Indoor Residual Spraying in the most affected areas, and distribution of LLINs to the specific populations of refugees, migrants and nomads. The program includes an important component on health system strengthening for monitoring and evaluation and procurement and supply management.

2. **Goal:** To reduce the number of malaria cases to less than 1 case per 1,000 inhabitants in order to reach malaria pre-elimination phase by 2020.

3. **Target Group/Beneficiaries:**

- Refugees
- Migrants

- Nomadic population
- Pregnant women
- Children under five

4. **Strategies:**

- Vector control
- Case management
- Health system strengthening for Monitoring and Evaluation
- Health system strengthening for Procurement and Supply Chain Management

5. **Planned Activities:**

The activities scheduled under the grant are aimed at reducing morbidity caused by malaria. Those include:

- Distribution of LLINs through campaigns to refugees, nomads and migrants;
- Routine distribution of LLINs to pregnant women and children under five
- Indoor residual spraying in the active foci
- Case Management
- Timely data reporting from health facilities
- Assessing risks of stock-out and expiry, and storage conditions of health facilities

6. **Term of the Grant:** For purposes of this Agreement, the following terms shall be defined as follows:

- a. Start Date of the Implementation Period: 1 January 2016
- b. End Date of the Implementation Period: 31 December 2017
- c. Proposal Completion Date: 31 December 2017

B. CONDITIONS PRECEDENT

1. Conditions Precedent to the Use of Grant Funds to Finance IRS Activities (Terminal Date: 31 March 2016)

The use of Grant funds by the Principal Recipient to finance indoor residual spraying (IRS) 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 operational plan and budget with respect to the IRS activities that are proposed to be conducted under the Program (the "IRS Detailed Operational Plan and Budget"); and
- b. the written approval by the Global Fund of the IRS Detailed Operational Plan and Budget.

2. Conditions Precedent to the Use of Grant Funds to Finance Studies (Terminal Date: 31 March 2017)

The use of Grant funds by the Principal Recipient to finance studies is subject to the satisfaction of each of the following conditions, for each study:

- a. the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a detailed plan and budget with respect to the studies that are proposed to be conducted under the Program (the “Studies Detailed Plan and Budget”); and
- b. the written approval by the Global Fund of the Studies Detailed Plan and Budget.

3. Conditions Precedent to the Use of Grant Funds to Finance Data Servers Activities (Terminal Date: 30 September 2016)

The use of Grant funds by the Principal Recipient to finance the establishment of data servers activities (DHIS2 and Malaria Transmission Foci Spatial Data) 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 plan and budget with respect to the establishment of data servers activities (DHIS2 and Malaria Transmission Foci Spatial Data) that are proposed to be conducted under the Program (the “Data Servers Activities Detailed Plan and Budget”); and
- b. the written approval by the Global Fund of the Data Servers Activities Detailed Plan and Budget.

4. Conditions Precedent to the Use of Grant Funds to Finance the Procurement of Laboratory Equipment (Terminal Date: 31 March 2016)

The use of Grant funds by the Principal Recipient to finance the procurement of laboratory equipment is subject to the delivery by the Principal Recipient to the Global Fund, in form and substance satisfactory to the Global Fund, of a national strategy on laboratories, validated by the relevant authorities of Djibouti.

5. Conditions Precedent to the Use of Grant Funds to Finance the Distribution of LLINs to Nomads (Terminal Date: 30 June 2016)

The use of Grant funds by the Principal Recipient to finance the distribution of LLINs to the nomad population 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 strategy and plan for the distribution of LLINs to the nomad population based on the results of the malaria prevalence survey (integrated bio-behavioural survey) that is proposed to be conducted under the Program (the “LLIN Distribution Strategy and Plan”); and
- b. the written approval by the Global Fund of the LLIN Distribution Strategy and Plan.

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. No later than 31 March 2016, the Principal Recipient shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, a plan describing in detail how, by whom and when the new Logistic Management Information System (LMIS) will be implemented during the implementation period of the Program.

2. The Principal Recipient shall appoint a person with appropriate qualifications and experience to serve as a PSM Expert, based on terms of reference that are mutually agreed between the Global Fund and the Principal Recipient.

D. FORMS APPLICABLE TO THIS AGREEMENT

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

E. ANTICIPATED DISBURSEMENT SCHEDULE

For the purposes of Article 6a. of the Standard Terms and Conditions of this Agreement, the anticipated 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.

F. PROGRAM BUDGET

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

G. 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.

H. 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.

Performance Framework				English	
A. Registration					
Country / Applicant:	Djibouti		Principal Recipients (Please select from list or add a new one)	United Nations Development Program, Djibouti	UNDP
Component:	Malaria				
Start Year:	2016				
Start Month:	January				
Annual Reporting Cycle:	Jan - Dec				
Reporting Frequency (Months):	6				

B. Reporting periods								
Period	Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017	Jul 2017 - Dec 2017	Jan 2018 - Jun 2018	Jul 2018 - Dec 2018	Jan 2019 - Jun 2019	Jul 2019 - Dec 2019
PU due	Yes	Yes	Yes	Yes				
PU due date	15-Aug-16	15-Feb-17	15-Aug-17	15-Feb-18				
PU/OR due	No	Yes	No	No				

C. Program goals and impact indicators	
Goals:	
1	Reduce the number of native malaria cases to less than 1 case per 1,000 inhabitants in order to reach the malaria elimination phase by 2020

Linked to goal(s)	Impact Indicator	Country	Baseline				Required disaggregation	Targets						Comments			
			Value	Year	Source	2016		Report due date	2017	Report due date	2018	Report due date	2019		Report due date		
1	Malaria I-2: Confirmed malaria cases (microscopy or RDT) per 1000 persons per year	Djibouti	10	2014	HMIS	Sex, Age, Species	11.6	Aug-17	12.3	Aug-18							
1	Malaria I-3: Inpatient malaria deaths per 1000 persons per year	Djibouti	n/a		HMIS	Sex, Age											

D. Program objectives and outcome indicators	
Objectives	
1	Build the institutional, technical and managerial capacities of the program at all the levels in order to continuously implement the activities linked to the program that aim for zero native cases by the end of 2017.
2	Ensure duly conducted, 24-hour case management of 100 percent of malaria cases, including among cross-border nomad populations, refugee camp dwellers and migrants by the end of 2017.
3	Protect 100 percent of the at-risk population, including cross-border nomad populations, refugee camp dwellers and migrants, with effective means of preventing malaria by the end of 2017.
4	Continuously strengthen the epidemiological and entomological surveillance system and provide capacity building for laboratories, and monitoring and evaluation, including active detection of all cases and all areas of transmission by the end of 2017.
5	Strengthen the knowledge, attitudes and practice of all at-risk populations, including cross-border nomad populations, refugee camp dwellers and migrants, in relation to preventing and managing malaria in the elimination process by the end of 2017.

Linked to objective(s)	Outcome indicator	Country	Baseline			Required disaggregation	Targets						Comments				
			Value	Year	Source		2016	Report due date	2017	Report due date	2018	Report due date		2019	Report due date		
3	Malaria O-1a: Proportion of population that slept under an insecticide-treated net the previous night	Djibouti	N/A		DHS/MIS (Malaria Indicator Survey)	Sex			60%	Aug-17							REFUGEE CAMP POPULATIONS at Al Adah and Holi Holi: The last MIS was carried out in 2008, and targeted the general population. That is why the program does not have the baseline value for this indicator with regard to the refugee population. As part of the malaria grant, the program is planning the launch of the MIS during the first quarter of 2017, and the associated report will be available around the second quarter of 2017. With regard to the refugee population, an initial mass distribution campaign will be conducted in the Al Adah and Holi Holi camps with the support of UNHCR during the last quarter of 2016. Following this, the new entrants/registerants of the camp will receive LLINs upon arrival, through a standard distribution approach. NUMERATOR: Number of refugees in the Al Adah and Holi Holi camps who have slept under LLINs DENOMINATOR: Total number of refugees who spent the previous night in the surveyed households of the Al Adah and Holi Holi camps
3	Malaria O-1a: Proportion of population that slept under an insecticide-treated net the previous night	Djibouti	N/A		DHS/MIS (Malaria Indicator Survey)	Sex			60%	Aug-17							NOMADIC POPULATION: The last MIS was carried out in 2008, and targeted the general population. That is why the program does not have the baseline value for this indicator with regard to the nomadic population. As part of the malaria grant, the program is planning the launch of the malaria indicator survey (MIS) during the first quarter of 2017, and the associated report will be available around the second quarter of 2017. The nomadic population will be targeted because of its specific nature, using the advanced strategy that is being implemented through mobile teams located at the hospital medical centers (HMCs), who will approach the populations. The NMCP will use this distribution to conduct mapping of the population and to carry out an ISS survey, including about their habits and movements. It is expected that this operational distribution/research activity will be carried out in the fourth quarter of 2016. The expected use rate for this population is 60 percent. NUMERATOR: Number of nomads who slept under an insecticide-treated mosquito net the previous night DENOMINATOR: Total number of nomads who spent the previous night in the surveyed households
3	Malaria O-1b: Proportion of children under five years old who slept under an insecticide-treated net the previous night	Djibouti	10.00%	2008	DHS/MIS (Malaria Indicator Survey)				45%	Aug-17							CHILDREN AGED 0 TO 5 YEARS The last MIS was carried out in 2008, and targeted the general population. According to the 2008 MIS, the use rate in children under 5 years of age was 19.90 percent. The program is planning the launch of the survey during the first quarter of 2017, and the associated report will be available around the second quarter of 2017. With regard to children under 5 years of age, the LLINs will be procured by WHO in 2015, and they are expected to be delivered in April/May 2016. It is expected that these LLINs will be continuously distributed from July 2016 by the Integrated Management of Childhood Illness (IMCI) services. The country need estimates in 2016 to 2017 for the key groups, in particular pregnant women, infants aged 0-11 months, children aged 1-5 years and malaria cases is 170,000, and the WHO contribution is 128,850 LLINs. The gap that needs to be filled is 41,750 LLINs distributed among the target groups. This means that the WHO contribution for the target groups is 75 percent, and the Global Fund's contribution is 25 percent. NUMERATOR: Number of children aged under 5 years who slept under a LLIN the previous night DENOMINATOR: Total number of children who spent the previous night under a LLIN in the surveyed households

Module 2		Case management										Targets										Comments				
Coverage/Output Indicator	Responsible Principal Recipient	Is subset of another indicator (when applicable)	Geographic Area (if Sub-national, specify under "Comments")	Cumulation for AFD	Baseline				Required disaggregation	Jan 2016 - Jun 2016		Jul 2016 - Dec 2016		Jan 2017 - Jun 2017		Jul 2017 - Dec 2017		Jan 2018 - Jun 2018		Jul 2018 - Dec 2018						
					N#	%	Year	Source		N#	%	N#	%	N#	%	N#	%	N#	%	N#			%			
																				D#	D#		D#	D#	D#	D#
CM-1a: Proportion of suspected malaria cases that receive a parasitological test at public sector health facilities	UNDP	CM-1a	National	Non-cumulative	38276		2014	HMS	Sex, Age, Type of testing	18,367	85%	19,479	90%	22,618	95%	22,618	95%									Due to the lack of complete data on the number of suspected cases, the annual distribution of rapid tests is the quantity distributed per year in the public sector plus the quantity distributed per year in the private and semi-public sector (83,800 in 2014; source: Centrale d'Achat de Matériel et Médicaments Essentiels [Central Purchasing Agency for Essential Equipment and Drugs - CAMME]. This was based on an estimate of 75 percent in the public sector and 25 percent in the private sector. The suggested theory is that the annual sector distribution corresponds to the annual consumption of the public sector, because the distribution model is passive (the sites express their needs when they are nearing a stock shortage), and that 2014 was an epidemiological peak period. In the public sector in 2014, the report on the number of people who received a test distributed in the public sector was 82 percent, with 18 percent representing re-tests at the public sector health care facilities. We therefore predict that there will be an improvement during the first half of 2016 with 15 percent re-tests, and 10 percent re-tests by the end of 2016, 5 percent in 2017 and 0 percent in 2018. Based on the CAMME's distribution data, the private sector receives 25% of supplies. Quantification will be based on 25% for the private sector and 75% for the public sector. NUMERATOR: Number of all suspected malaria cases that receive a parasitological test in the public sector. DENOMINATOR: Number of all suspected malaria cases found at a public sector facility. A full breakdown by age, gender and test type is not available, but the NMCP and the NHIS undertake to provide this information from 2016.
CM-1c: Proportion of suspected malaria cases that receive a parasitological test at private sector sites	UNDP	CM-1c	National	Non-cumulative			NA	HMS	Sex, Age, Type of testing			3,247	45.0%	4,762	60.0%	6,349	80.0%									It is expected that the Ministry of Health will be able to define a framework for cooperation with the private sector by late June 2016. This cooperation framework will mean that the private sector can be provided with supplies for malaria, provided that they comply with national policy and report data to the NMCP on a monthly basis, amongst other conditions. The target for these indicators will be defined in the second quarter of 2016, when the agreements between the private sector and the Ministry of Health have been signed. However, based on the distribution data from CAMME, the private sector receives 25% of supplies. Quantification will be based on 25% for the private sector and 75% for the public sector. NUMERATOR: Number of all suspected malaria cases that receive a parasitological test in the private sector. DENOMINATOR: Number of all suspected malaria cases found at a private sector facility. A full breakdown by age, gender and test type is not available, but the NMCP and the NHIS undertake to provide this information from 2016.
CM-2a: Proportion of confirmed malaria cases that received first-line antimalarial treatment according to national policy at public sector health facilities	UNDP	CM-2a	National	Non-cumulative	7740		2014	HMS	Sex, Age, Type of treatment	3,531	85%	3,739	90.0%	4,341	95.0%	4,341	95.0%									The new Global Fund grant will not start until January 2016, the activities planned for as part of vector control cannot start until the first quarter of 2016 is underway. This is due to the delivery periods for pharmaceutical and laboratory products, and the training and awareness-raising activities. Based on the distribution data from CAMME, the private sector receives 25% of supplies. Quantification will be based on 25% for the private sector and 75% for the public sector. Additionally, 97% of expected cases will benefit from first-line treatment. The remaining 3% represent serious cases and second-line treatment. NUMERATOR: number of confirmed malaria cases treated with a first-line antimalarial in accordance with national policy in public sector health care facilities. DENOMINATOR: Total number of confirmed malaria cases in the public sector. A full breakdown by age, gender and treatment type is not available, but the NHIS and NMCP undertake to provide this information from 2016.
CM-2c: Proportion of confirmed malaria cases that received first-line antimalarial treatment according to national policy at private sector sites	UNDP	CM-2c	National	Non-cumulative			NA	HMS	Sex, Age, Type of treatment			823	45.0%	914	60.0%	1,219	80.0%									In order to define the target for the private sector, it is expected that the Ministry of Health will be able to define a framework for cooperation with the private sector by late June 2016 at the latest. This cooperation framework will mean that the private sector can be provided with supplies for malaria, provided that they comply with national policy and report data to the NMCP on a monthly basis, amongst other conditions. The targets are based on the monitoring and evaluation plan for the 2015-2018 malaria national strategic plan. The target for these indicators will be defined in the second quarter of 2016, when the agreements between the private sector and the Ministry of Health have been signed. However, based on the consumption data from CAMME, the private sector receives 25% of supplies. Quantification will be based on 25%. Additionally, 97% of expected cases will benefit from first-line treatment. The remaining 3% represent serious cases and second-line treatment. NUMERATOR: number of confirmed malaria cases treated with a first-line antimalarial in accordance with national policy in public sector health care facilities. DENOMINATOR: Total number of confirmed malaria cases in the public sector. A full breakdown by age, gender and treatment type is not available, but the NHIS and NMCP undertake to provide this information from 2016.

Module 3		HSS - Health Information Systems and M&E										Targets										Comments			
Coverage/Output Indicator	Responsible Principal Recipient	Is subset of another indicator (when applicable)	Geographic Area (if Sub-national, specify under "Comments")	Cumulation for AFD	Baseline				Required disaggregation	Jan 2016 - Jun 2016		Jul 2016 - Dec 2016		Jan 2017 - Jun 2017		Jul 2017 - Dec 2017		Jan 2018 - Jun 2018		Jul 2018 - Dec 2018					
					N#	%	Year	Source		N#	%	N#	%	N#	%	N#	%	N#	%	N#			%		
																				D#	D#		D#	D#	D#
M&E-2: Proportion of facility reports received over the reports expected during the reporting period	UNDP	M&E-2	National	Non-cumulative	22.50		2013	HMS		22	96%		96%	100%	100%										COMPLETENESS: Number of reports received per public and private/semi-private facility (one report per facility, with 23 public facilities including 14 community health centers, 5 hospital medical centers, 3 reference hospitals including Hôpital Général Pelletier, Hôpital de Balbala, HPPCSO; 1 reference maternity unit (Dar El Hanan). Private and semi-private facilities will be defined after the agreement has been signed) x100/number of expected reports. Once the agreements between the Ministry of Health and the private sector have become effective, the numerator and denominator of the targets will be adjusted to take into account the number of private sector facilities committing to report data and carry out other activities.
M&E-1: Percentage of HMIS or other routine reporting units submitting timely reports according to national guidelines	UNDP	M&E-2	National	Non-cumulative	7		2013	HMS		10	44%		44%	62.5%	100.0%										PROMPTNESS: The monthly reports from the community health centers in the city of Djibouti are sent on the 5th of the subsequent month, at the latest. The monthly reports from the health stations and hospital medical centers of the interior regions are sent on the tenth of the subsequent month, at the latest. The reporting facilities are as follows. For public facilities: 23 facilities including 14 community health centers, 5 hospital medical centers, 3 reference hospitals including Hôpital Général Pelletier, Hôpital de Balbala, HPPCSO; 1 reference maternity unit (Dar El Hanan). Private and semi-private facilities will be defined after the agreement has been signed. The source of the timescales is set out in the 2013 NHIS statistical yearbook. Once the agreements between the Ministry of Health and the private sector have become effective, the numerator and denominator of the targets will be adjusted to take into account the number of private sector facilities.

Workplan Tracking Measures													
#	Intervention	Key Activities	Milestones/Targets (no more than 200 characters)	Criterion for completion milestone/target	Milestones/Targets								Comments (no more than 500 characters)
					Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017	Jul 2017 - Dec 2017	Jan 2018 - Jun 2018	Jul 2018 - Dec 2018	Jan 2019 - Jun 2019	Jul 2019 - Dec 2019	
1	PSM infrastructure and development of tools	Strengthening the central purchasing agency, the supply chain system and the peripheral storage facilities.	Strengthening the central purchasing agency by expanding the storage capacity of CAMME during the second quarter of 2016	Evaluating the warehousing conditions of CAMME, proposing an improvement plan for the storage conditions of CAMME, and validating this plan.	x								The improvements to be made must be based on an assessment that has been carried out in due and proper form. The improvement suggestions must be validated by all the stakeholders, including CAMME. This activity must take place in the first quarter of 2016. The storage conditions will be improved based on the national document that defines the warehousing conditions by level. This document must be compiled by the Pharmacy and Medicines Directorate in conjunction with CAMME and Direction des programmes de Santé Prioritaires (Priority Health Programs Directorate – DPSP). As part of the malaria grant, there are plans to undertake capacity building for the central purchasing agency by conducting renovation work and providing equipment. In addition, by way of contribution from the grants currently underway, there are also plans to strengthen the Logistics Management Information System (LMIS) through international technical assistance.
			CAMME storage capacity to be increased in the second quarter	Complete and validate the national document on warehousing standards for Djibouti	x								
			Strengthen storage conditions at the 22 peripheral facilities by conducting minor renovation work, and improving ventilation.	In the second quarter, 22 peripheral facilities to be renovated, and storage and ventilation conditions to be improved	x								
			Operationalization of procurement and supply chain management system	Validate the LMIS (circulation of drugs and information, and definition of LMIS parameters)	Strengthening the LMIS will enable consumption data to be collected and analyzed	Based on the SCMS evaluation, an LMIS will be validated, standard procedures will be compiled and trainers will be identified	x						
Train new stock managers how to use the LMIS	Create a national pool of LMIS trainers and arrange a training cascade (including by copying the LMIS tools and distributing them to the LMIS stakeholders after they have been trained)				x								
LMIS supervision / coaching for health facility managers	Validating the supervision tools and organizing quarterly supervision / coaching					x	x	x	x	x	The principal recipient and the national part (of LMIS) must supervise all the health care facilities on a quarterly basis		

Anticipated Schedule of Cash Transfers and Commitment and Disbursement Decisions			
Annual Disbursement & Commitment Decision		Cash Transfer	
January 2016 for 12 +3 months buffer	January 2016 - March 2017	1st transfer: January 2016	6 months (Jan 2016 - June 2016)
		2nd transfer: August 2016	6 months (July 2016 - March 2017)
March 2017 for 12 months	January 2017 - Dec 2017	1st transfer: March 2017	6 months (Jan 2017 - June 2017)
		2nd transfer: August 2017	6 months (July 2017 - December 2017)

