# PROGRAM GRANT AGREEMENT BETWEEN

# THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA ("Global Fund")

# AND THE UNITED NATIONS DEVELOPMENT PROGRAMME ("Principal Recipient")

Country: Sao Tome and Princip	e									
2. Program Title: Strengthening t	he HIV/AIDS epid	emic response am	ong vulnerable groups and Most-							
at-risk population in Sao Tome and		•								
3. Grant Number: STP-011-G05-H	[	3A. Modification	Number and Date: Modification							
		No. 3 (Phase 2 Amendment)								
4. Program Starting Date:	5. Program End		6. Proposal Completion Date:							
1 January 2012	31 December 20:	16	31 December 2016							
6A. Condition Precedent	6B. Condition P	recedent	6C. Condition Precedent							
Terminal Date: 30 September	Terminal Date:		Terminal Date:							
2014										
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7. Grant Funds: Up to the amount Nine Hundred Fifty Nine United S	nt of US\$ 1,895,95 States Dellars)	9 (One Million Eig	ht Hundred Ninety Five Thousand							
Nine Hundred Fifty Nine Office S	otates Donais)									
Grant Funds as indicated above	will be committe	ed by the Global	Fund to the Principal Recipient							
Grant Funds as indicated above will be committed by the Global Fund to the Principal in accordance with Section H of Annex A of this Agreement.										
8. Program Coverage: HIV / A										
o. Hogium coverage.	100									
9. Information for Principal Recip	ient Bank Account	t into Which Grant	Funds Will Be Disbursed:							
10. The fiscal year of the Principal	Posiniont runs fro	m 1 Tennerste et	Dagamhan							
10. The fiscal year of the Finicipal	Recipient runs no	m roamuary to 3r.	December.							
11. Local Fund Agent: LFA Swiss T	ropical and Public	Health Institute								
Address: Socinstrasse 57, 4002		Heatth Histitute								
Tel.: +41 61 284 81 38	- Duber									
Fax: +41 61 284 81 03										
Attention: Heike Albrecht										
E-mail: heike.albrecht@unibas	.ch									
12. Principal Recipient Additional		13. Global Fund	Additional Representative:							
	_									
Name: Mr Jose Salema		Name: Tina D								
Title: UNDP Resident Representati	ive/Resident		al Manager, Western Africa							
Coordinator			Global Fund to Fight AIDS,							
Address: BP 109 Sao Tome		Tuberculosis and Malaria								
	_	Chemin de Blandonnet 8								
Tel.:+239 222 11 22 Fax:+239 222	21 98		Geneva, Switzerland							
E-mail: jose.salema@one.un.org		Tel.: +41 58 7								
14 This Armonment consists of	fthad mara afth	Fax: +41 58 791 1701 te of this face sheet and the following:								
		of this face sheet and the following: it; Standard Terms and Conditions; and Annex A								
- Program Implementation A										
- G P										

Summary Budget attached thereto)

#### AMENDMENT TO

# PROGRAM GRANT AGREEMENT (the "Grant Agreement")

#### BETWEEN

# THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA (the "Global Fund")

#### AND

# UNITED NATIONS DEVELOPMENT PROGRAMME (the "Principal Recipient")

# WHEREAS,

- the Global Fund entered into the Grant Agreement for Grant Number STP-011-G05-H with the Principal Recipient on 15 December, 2011 for the purpose of providing funds to implement a HIV/AIDS program in Sao Tome and Principe described more fully in the Grant Agreement as "Strengthening the HIV/AIDS epidemic response among vulnerable groups and Most-at-risk population in Sao Tome and Principe" (the "Program");
- 2. In accordance with Article 12 and 20 of the Standard Terms and Conditions of the Grant Agreement, the Grant Agreement was amended by Implementation Letters dated 20 August 2013 and 28 February 2014;
- 3. Article 3.d of the Standard Terms and Conditions" of the Grant Agreement states that "[u]nless the Global Fund agrees otherwise in writing, the Global Fund will not authorize disbursement of the Grant after the 'Program Ending Date' (specified in block 5 of the face sheet of this Agreement)";
- 4. The "Program Ending Date" specified in block 5 of the face sheet of the Grant Agreement is 31 March 2014; and
- 5. Subject to certain conditions, the Global Fund wishes to increase the amount of the Grant, to continue disbursement of funds under the Grant and to extend the Program Ending Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the parties hereby agree to amend the Grant Agreement as follows:

- The existing face sheet of the Grant Agreement is replaced by the face sheet attached hereto.
- 2. The Standard Terms and Conditions of the Grant Agreement are replaced with those attached hereto.

- 3. Annex A of the Grant Agreement, (exclusive of any attachments that have formerly been attached to such Annex A) is replaced with the revised Annex A attached hereto entitled "ANNEX A to the AMENDED AND RESTATED PROGRAM GRANT AGREEMENT: Program Implementation Abstract".
- 4. The document entitled "Performance Framework Year 3, 4 & 5: Indicators, Targets and Periods Covered" attached hereto is attached to Annex A of the Grant Agreement, as revised by this Amendment.
- 5. The document entitled "Summary Budget Year 3, 4 & 5" attached hereto is attached to Annex A of the Grant Agreement, as revised by this Amendment.

All other provisions of the Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date as stated below.

# UNITED NATIONS DEVELOPMENT PROGRAMME

ву:	
Name: Jose Baller	
Title: RURR	
Date: 25.04. 20	
THE GLOBAL FUND TO PARTY A	IDS. TUBERCULOSIS AND MALARIA
Ву	(
Name: Mark Eldon-Edington	
Title: Division Head, Grant Managem	ent
Date: 29 /4 / 2014.	
By: ОЛ. ОТ. 10ЛИ	~
Name: Daniel Camus	
Title: Chief Financial Officer	
Date:	

SUMM	AKT	BUDGET	I Year 3.	46:

HIV\_AIDS

Program Datalla	
Charles	São Tomé and Principe
Wrant No.	STP-011-G05-H
PR	UNDP
Qurrency	USD
Grant Cycle whose	Phase 2

Paried Covered: from 1-Jan-14 1-Jan-15 1-Apr-15 1-Jul-15 1-Oct-15 1-Jul-15 1-Oct-15 1-Jul-15	ANN'S TOWNS MAN AND AND AND AND AND AND AND AND AND A	(Please Indicate	Periods cove	red by this bu	idget in the o	elle below, as pre	sented in the	Performance	Framework)			
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#### A SUPPLATY SUDGET SHEARDOWN BY EXPENDITURE CATEGORY

	Catagory		Year	3	-01			Yes	ır 4		Miles VIII Miles		調整をおける時間	如治療
#		QØ	Q10	Q11	Q12	Year &	Q13	Q14	Q15	Q16	- Your 4	Year 5	Plane 3	
1	Human Recourses	6,826	14,840	14,840	14,840	51,345	14,840	14,840	14,840	14,840	58,360	59,360	170,065	14%
2	Technical and Management Assistance	32,000	17,344	7,922	o	57,266	Ó	0	0	0	0	0	57,266	
3	Training	0	28,906	9,656	1,115	39,678	5,787	617	3.647	617	10,868	9,777	60,121	
4	Health Products and Health Equipment	0	12,731	0	0	12,731	52,506	0	0	Ó	52,506	58,557	123,784	
5	Pharmaceutical Products (Medicines)	0	13,983	- 0	D.	13,983	38,981		0		38,881			
8	Procurement and Supply Management Costs (PSM)	1,149	27,222	7,318	1,111		38,915	4,709	7,318	1,111		58,322		
7	Infrestructure and Other Equipment	0	30,649	388		31,295	259	250	259			1,034		
8	Communication Materials	0	18,780	23,434			10,168	14,739	22,270				33,364 186,732	
0	Monitoring and Eyaluation (M&E)	1,475	10,715			23,661	577	1.882				3,101		
10	Living Support to Clients/Target Population	8,421	44,891	13,230			1,638	43,846	8,861					
11	Planning and Administration	3,727	3,533	3,091			3,091	3,533	3,091			73,497		
12	Overheeds	3,612	18,072				12,817	5,908	4,121			27,676		
13	Other	0,012	10,072	0,000	a,000	30,261	12,617	9,908	4,121	2,612	25,458	29,276	85,002	7%
		77.000	245 844				- 0	.0	0		_ 0		0	-
Ь.	TOTAL	55,209	245,864	88,967	58,380	446,220	179,478	90,313	62,993	39,832	372,714	431,068	1,250,000	100%

#### E SUBMARY SUBSET BREAKSOWN BY PROSKUE ACTIVITY

	Macro-category	Objectives			Year 3			7.00m		Year	14		2006 27 " MAR.		Marie Co. of Comme	a Annikada
	neacro-category	Copectives	Service Delivery Area**	QS	Q10	Q11	Q12	Year-8	Q13	Q14	Q15	Q16	Your4	Year 5	Phone 2	
1	HIV:Prevention	There are variation in the exchange rate STD (Dobras)/USD	1-Teeting and Counseling	0	13,494	2,330	0	15,824	37,332	0	0	0	37,332	43,924	97.060	
2	HIV:Prevention	There are variation in the exchange rate STD (Dobres)/USD	2-STI diagnosis and treatment	o o	929	D	0	929	1,916	0		0	1,916	2,196	5,040	_
	HIV:Prevention	There are variation in the exchange rate STD (Dobres)/USD	3-CSS: Community beand activities and	0	2,017	5,307	898	8,020	898	898	5,307	898		7,395	-,	- 01
3			services - delivery, use and quality				***	-,		ouo	0,007	000	7,395	7,380	22,808	4 ~
4	HIV:Prevention		4-BCC - Mass medis	0	0	0	Ö	0	0	0	О		0	- 0		
5	HIV:Prevention	There are variation in the exchange rate STD (Dobres)/USD	5-BCC - community outreach and Most-st-risk population	0	42,448	18,359	21,875	82,680	11,440	34,537	18,172	14,384	78,534	80,405	241,819	191
0	HIV:Prevention	There are varietion in the exchange rate STD (Dobras)/USD	6-Condom	1,024	987	987	987	3,985	987	987	987	987	3,849	3,940	11,683	4 40
7	HIV: Treatment	Reduced morbidity, mortelity and improve the quality of life of HIV Infected patients, their partners and families, and support orphens.	7-Antiretroviral therapy and monitoring	124	17,728	15,460	1,239	34,541	63,448	3,721	6,331	124		98,216	194,382	169
8	HIV:Prevention	Infected patients, their partners and families, and support orphans.	infections	0	10,669	0	o	10,659	11,555	O	o	0	11,555	13,251	35,485	39
9	HIV:Prevention	Reduced morbidity, mortality and improve the quality of life of HIV infected patients, their partners and families, and support orphans.	2-TB/HIV	0	3,223	0	0	3,223	0	0	c	0	0	0	3,223	3 09
10	HIV;Treatment	Reduced morbidity, mortality and improve the quality of life of HIV infected petients, their partners and families, end support orphans.	10-Care and eupport for the chronically III	0	37,996	3,121	2,884	44,001	1,602	19,858	1,602	2,044	25,106	22,764	91,872	79
11	HIV:Treatment	Reduced morbidity, mortality and improve the quality of life of HIV infected patients, their pertners and families, and support orphane.	11-Support for caphens and vulnerable children	6,421	4,990	10,252	4,829	26,592	0	5,324	5,324	0	10,647	30,362	67,802	59
12	HIV:Care and Support	Ellminate mother-to-childHIV transmission	12-Prevention of mother-to-child transmission (PMTCT)	1,227	1,960	1,615	1,815	6,416	0	345	0	0	345	345	7,106	15
13	HIV:Care and Support	To prevent parenteral transmission of HIV infection and other blood borne infection	13-Blood safety and universel pressution	0	7,893	1,569	0	9,463	15,780	817	817	617	17,831	16,450	43,544	39
14	HIV:Care and Support	Ministry of Health Civil Society	14-Programme management and Administration cost	10,662	26,954	17,742	17,031	72,279	21,431	17,031	17,742	17,031	73,234	88,647	234,080	199
15	HIV:Care and Support	To increase institutional capacity of the National AIDS Program / Mintetry of Health Civil Society	15-HSS: Routine date collection, analysis and use	32,000	150	0	0	32,150	0	0	0	0	a	ő	32,150	39
\$8	HIV:Care and Support	To increase institutional capacity of the National AIDS Program / Ministry of Health Civil Society		248	58,166	6,410	1,438	66,265	1,547	1,288	2,791	1,436	7,062	7,062	80,389	65
17	HIV:Care and Support	To increase institutional depectly of the National AIDS Program / Ministry of Health Civil Society	17-Contribution	3,612	16,072	5,620	3,688	29,192	11,741	5,908	4,121	2,612	24,383	28,201	61,778	75
			TOTAL*	65,209	245,664	88,967	58,380	446,220	179,478	90,313	62,993	39,932	372,714	431,066	1,250,000	1009

To said additional nows, right sloth the row number to the left of the row above the row for TOTAL and exists copy, then over the same number, right click egain and select linear. Copied Cells. WARNING: Inserting Rows without copying a row as described above will cause the formula in the odurans to become invested and reil mean the overall information will be inserted. \*\* For the purposes of this report, the SDA Program management and administration should be included in the Supportive Environment Macro Category.

#### CHEST OF THE COUNTY OF THE COU

	PR/SR	Name	Type of		Year	3				Yes	г4		1			
#	Fidak	Name	Implementing Entity	Q9	Q10	Q11	Q12	Year 3	Q13	Q14	Q15	Q16	Year 4	Year 6	Phase 2	. *
1	PR	UNDP	UNDP	39,463	107,812	24,240	5,904	178,418	145,322	12,721	13,543	5,828	177,413	217,420	573,252	48%
2	SR	NAP	MoH	9,324	57,954	22,310	20,080	109,688	20,859	18,063	16,459	17,885			286,389	
3	8R	18V8M	MoH	0	17,469	9,656	1,115	28,239	917	817	3,647	617	5,498	3,030	36,787	
3	SR	FNM	MoH	0	-0	0	0	0	0	e	0	0	-,	0	0	,——
4	5R	INPO	MeH	. 0	35,705	20,432	14,416	70,552	9,858	34,414	21,001	9,306	74,380	76,374	221,306	18%
- 5	SR	Cruz Vermelha	NGO/CBO/Academio	0	20,956	1,238	9,098	30,291	3,020	19,174	3.020	6,316		31,408	93,226	
	SR	Apoio a Vida	NGO/CBO/Academic	0	840	840	840	2,520	0	0	0	0	0.	0.,400	2,520	
7	SR	Step Up	NGO/CBO/Academic	8,421	4,929	10,252	4,929	26,531	0	5.324	5,324	- 0	10,847	30,382	67.540	
	TOTAL				245,664	88,967	56,380	446,220	179,476		62,993	39,932			1,260,000	

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<sup>\*</sup> The sum of all three breakdowns should be equal (A- Budget Line-Item, B- Program Activity, C- Implementing Entity).

## **Standard Terms and Conditions**

#### Article 1. PURPOSE OF AGREEMENT

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

## Article 2. THE PROGRAM

- a. The Program is further described in Annex A of this Agreement, the "Program Implementation Abstract." The Principal Recipient will implement or oversee the implementation of the Program in accordance with the terms of this Agreement, which the Principal Recipient will administer using its regulations, rules and procedures. The Principal Recipient will be responsible and accountable to the Global Fund for all resources it receives under this Agreement and for the results that are to be accomplished.
- b. The Global Fund and the Principal Recipient may by agreement in writing from time to time modify Annex A of this Agreement during the implementation of the Program.

#### Article 3. FISCAL TERMS

- a. The Global Fund hereby grants to the Principal Recipient an amount not to exceed that stated in block 7 of the face sheet of this Agreement (the "Grant"), which shall be made available to the Principal Recipient under the terms of this Agreement. The Global Fund makes the Grant to the Principal Recipient in response to the Country Coordinating Mechanism's request for financial assistance.
- b. Any interest or other earnings on funds disbursed by the Global Fund to the Principal Recipient under this Agreement shall be used for Program purposes, unless the Global Fund agrees otherwise in writing.
- c. (1) Total Global Fund funding for the Program is limited to the Grant. Each disbursement of Grant funds shall be subject to the availability of funds to the Global Fund for such purpose at the time of the disbursement. Unless the Global Fund agrees otherwise in writing, the Grant may be used for Program expenditures beginning from the "Program Starting Date" (specified in block 4 of the face sheet of this Agreement). If the Principal Recipient chooses to continue Program activities after the Global Fund funding has been exhausted, the Principal Recipient understands that the Global Fund makes no commitment beyond the amounts available under the terms of this Agreement.

- (2) In making funds available for the Program, the Global Fund acknowledges that, in accordance with the Principal Recipient's Financial Regulations and Rules, disbursements to the Principal Recipient must be made in advance of the implementation of the activities to be financed. In the event funds are not available to the Global Fund, the Principal Recipient may reduce, suspend or terminate its support to the Program.
- d. The Global Fund and the Principal Recipient estimate that the proposal described in Annex B, as designed and if fully funded and implemented, will be completed by the "Proposal Completion Date" (specified in block 6 of the face sheet of this Agreement). Unless the Global Fund agrees otherwise in writing, the Global Fund will not authorize disbursement of the Grant after the "Program Ending Date" (specified in block 5 of the face sheet of this Agreement) if the Global Fund determines in its sole discretion that satisfactory progress has not been made in implementing the Program before the Program Ending Date or that funds are not available for such disbursement.

#### Conditions Precedent to Disbursement.

- (1) Annex A, the Program Implementation Abstract, may state conditions precedent to first disbursement of funds under the Grant or conditions precedent to disbursement of Grant funds for a particular purpose, in excess of a specified amount or after a certain time. Unless the Global Fund and the Principal Recipient agree otherwise in writing, the Principal Recipient must satisfy the stated conditions, in form and substance satisfactory to the Global Fund, before the Global Fund will authorize disbursement of the relevant funds.
- (2) The terminal dates for meeting the conditions specified in Annex A are the dates specified in blocks 6A, 6B and 6C (if present) of the face sheet of this Agreement, as indicated for the particular conditions. If the conditions precedent have not been met by the stated terminal date, the Global Fund, at any time, may terminate this Agreement by written notice to the Principal Recipient.
- (3) Unless the Global Fund advises the Principal Recipient otherwise in writing, the Principal Recipient will furnish to the Global Fund all items required to satisfy the conditions precedent to disbursement stated in Annex A and shall ensure that members of the Country Coordinating Mechanism receive copies of the items. The Global Fund will promptly notify the Principal Recipient when the Global Fund has determined that a condition precedent has been met.
- f. Consistent with numerous United Nations Security Council Resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both the Global Fund and the Principal Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Global Fund to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Principal Recipient undertakes to use reasonable efforts to ensure that none of the Grant funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

#### Article 4. TAXES AND DUTIES

- a. The Principal Recipient shall try to ensure through coordination with the government of the Host Country and the Country Coordinating Mechanism and otherwise that this Agreement and the assistance financed hereunder shall be free from taxes and duties imposed under laws in effect in the Host Country.
- b. The Principal Recipient shall assert all exemptions from taxes and duties to which it believes it, the Global Fund or the Grant is entitled.

#### Article 5. THE TRUSTEE

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

#### Article 6. DISBURSEMENTS

- a. Approximately every three months, the Principal Recipient shall submit to the Global Fund requests for disbursements of funds from the Grant, in form and substance satisfactory to the Global Fund. Requests for disbursement shall be signed by the person or persons authorized by the Principal Recipient to do so. Upon the Global Fund's approval of a request for disbursement, the Global Fund will advise the Trustee to transfer the amount approved by the Global Fund into the account specified in block 9 of the face sheet of this Agreement.
- b. The amount approved for disbursement will be based on achievement of Program milestones and the expected cash flow needs of the Principal Recipient. The Global Fund, at any time, may approve for disbursement an amount less than the disbursement request if the Global Fund concludes that the full disbursement request is not justified.
- c. Each disbursement under the Grant is subject to the availability of funds to the Global Fund for such disbursement.

#### Article 7. AUDITS AND RECORDS

a. Books and Records of the Principal Recipient.

The Principal Recipient shall maintain Program accounts, books, records, and all other documents relating to the Program or maintained under the Agreement, adequate to show, without limitation, all costs incurred by the Principal Recipient under the Agreement and the overall progress toward completion of the Program ("Program books and records"). The Principal Recipient shall maintain Program books and records in accordance with United Nations Accounting Standards. Program books and records shall be maintained for at least three years after the date of last disbursement under this Agreement or for such longer period, if any, required to resolve any claims or audit findings.

## b. Principal Recipient Audits.

The Principal Recipient shall have financial audits conducted of Program expenditures in accordance with its internal and external auditing practices. The Principal Recipient agrees to provide to the Global Fund a copy of biennial financial statements, as audited by its external auditors, the UN Board of Auditors.

#### c. Certified Financial Statement.

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

#### d. Sub-recipient Audits.

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

#### e. Ad-hoc Site Visits

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

#### f. Notification.

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

### Article 8. REFUNDS

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

used in accordance with this Agreement, the Global Fund may require the Principal Recipient to refund all or any part of the amount of the disbursements under this Agreement for or in connection with such goods or services in United States dollars to the Global Fund within sixty (60) days after receipt of a request therefor.

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

#### Article 9. ADDITIONALITY

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

#### Article 10. PROGRAM COOPERATION AND COORDINATION

#### a. The Country Coordinating Mechanism

- (1) The Principal Recipient hereby acknowledges that:
- (a) the Country Coordinating Mechanism (of which the Principal Recipient is a part) is the group that coordinates the submission of proposals to the Global Fund from the Host Country and monitors the implementation of activities under approved programs;
- (b) the Country Coordinating Mechanism functions as a forum to promote true partnership development and participation of multiple constituencies, including Host Country governmental entities, donors, nongovernmental organizations, faith-based organizations and the private sector;
- (c) the Country Coordinating Mechanism should encourage multisectoral program approaches and ensure linkages and consistency between Global Fund assistance and other development and health assistance programs, including but not limited to multilateral loans, bilateral grants, Poverty Reduction Strategy Programs, and sector-wide assistance programs; and
- (d) the Country Coordinating Mechanism should encourage its partners to mobilize broadly to fight diseases of poverty, to seek increased financial resources and technical assistance for that purpose, and to ensure the sustainability of local programs, including those supported by the Global Fund.
- (2) The Principal Recipient will cooperate with the Country Coordinating Mechanism and the Global Fund to assure that the purpose of this Agreement will be accomplished. To this end, the Principal Recipient and the Global Fund, at the request of either or of the Country Coordinating Mechanism, will exchange views on the progress of the

Program, the performance of obligations under this Agreement, and the performance of any consultants, contractors, or suppliers engaged in the Program, and other matters relating to the Program.

- (3) The Principal Recipient shall actively assist the Country Coordinating Mechanism to meet regularly to discuss plans, share information and communicate on Global Fund issues. The Principal Recipient shall keep the Country Coordinating Mechanism continuously informed about the Program and the Principal Recipient's management thereof and shall furnish to the Country Coordinating Mechanism such reports and information as the Country Coordinating Mechanism may reasonably request. The Principal Recipient understands that the Global Fund may, in its discretion, share information with the Country Coordinating Mechanism.
- (4) The Principal Recipient shall coordinate its activities with the activities of related or substantially similar programs in the Host Country.
- (5) The Global Fund and the Principal Recipient may agree in Implementation Letters, in accordance with Article 12 below, on additional responsibilities of the Principal Recipient with respect to the Country Coordinating Mechanism.

# b. Sub-recipients

- (1) From time to time, the Principal Recipient may, under this Agreement, provide funding to other entities to carry out activities contemplated under the Program ("Sub-recipients"). The Principal Recipient will be responsible for the results it and Sub-recipients (if any) are to accomplish. The Principal Recipient shall ensure that all agreements with Sub-recipients ("Sub-recipient Agreements") are consistent with this Agreement. Prior to any disbursement of Grant funds to a Sub-recipient, the Principal Recipient shall obtain and maintain in effect a certification from such Sub-recipient that such Sub-recipient shall (i) undertake best efforts to ensure that none of the Grant funds received by it are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by the Principal Recipient under the Sub-recipient Agreement do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999); and (ii) ensure that the same undertaking is included in all sub-contracts or sub-agreements entered into under the Sub-recipient Agreement. The Principal Recipient shall furnish the Global Fund a copy of the form or forms of agreement, acceptable to the Global Fund, that the Principal Recipient will use with Sub-recipients.
- (2) The Principal Recipient's accountability and reporting shall encompass the funds disbursed to all Sub-recipients and to the activities Sub-recipients carry out using Program funds. The Principal Recipient shall have systems in place to assess (before the Principal Recipient transfers any resources to a Sub-recipient) the capacity of Sub-recipients, monitor their performance, and assure regular reporting from them in accordance with this Agreement. The Principal Recipient shall comply with such systems to assess Sub-recipients and supervise and monitor their activities and reporting under the Program. If the Principal Recipient finds that a Sub-recipient does not possess the required capacity to carry out the activities envisioned under the Program, the Principal Recipient will consult with the Country Coordinating Mechanism and the Global Fund about how the situation should most appropriately be addressed.

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

# c. Other Principal Recipients

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

#### d. The LFA

- (1) The Global Fund has entrusted an entity, as indicated in block 11 of the face sheet of this Agreement, (the "LFA"), to assist the Global Fund in its oversight role during the implementation of the Program.
- (2) The Principal Recipient shall cooperate fully with the LFA to permit the LFA to carry out its functions. To this end, the Principal Recipient shall, <u>inter alia</u>, do the following, unless the Global Fund specifies otherwise in writing:
- (a) submit all reports, disbursement requests and other communications required under this Agreement to the Global Fund through the LFA;
- (b) submit to the LFA copies of all audit reports required under Article 7.d of this Agreement;
- (c) permit the LFA to perform ad hoc site visits at the times and places decided by the LFA; and
- (d) cooperate with the LFA in other ways that the Global Fund may specify in writing.
- (3) For purposes of this Agreement, the principal representative of the LFA shall be the person named or acting in the position identified in block 11 of the face sheet of this Agreement, unless the Global Fund notifies the Principal Recipient otherwise in writing.

#### Article 11. COMMUNICATIONS

Any notice, request, document, report, or other communication submitted by either the Principal Recipient or the Global Fund, unless this Agreement expressly provides otherwise or the Global Fund and the Principal Recipient agree otherwise in writing, will be sent to the other party's Authorized Representative (noted in block 15 or 16 of the face sheet of this Agreement) or Additional Representative (noted in block 12 or 13 of the face sheet of this Agreement. In the case of communications to the Global Fund through the LFA, the Principal Recipient shall submit such communications to the person identified in block 11 of the face sheet of this Agreement. All communications under this Agreement will be in English, unless the Global Fund and the Principal Recipient agree otherwise in writing.

#### Article 12. IMPLEMENTATION LETTERS

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

#### Article 13. REPORTS

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

## b. Required Reports

## (1) Quarterly Reports

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

# (2) Annual Reports

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

### (3) Phase Two Reporting

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

#### Article 14. MONITORING

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

#### Article 15. EVALUATION

The Global Fund, in its discretion, may conduct an independent evaluation of the Program. The Global Fund evaluation will conform to international best practice standards that include a focus on results, transparency and substantive accountability. The Global Fund will collaborate with the Evaluation Office of the Principal Recipient to specify, in consultation with the Country Coordinating Mechanism, the terms of reference for the evaluation and to plan, schedule and implement the evaluation. The Principal Recipient shall require all Subrecipients 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. <u>Definitions</u>. 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)

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

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

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

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

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

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

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

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

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

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

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

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

Stringent Drug Regulatory Authority means a regulatory authority which is (a) a member of the ICH (as specified on its website:); or (b) an ICH Observer, being the European Free Trade Association (EFTA), Health Canada and WHO (as may be updated from time to time); or (c) a regulatory authority associated with an ICH member through a legally binding mutual recognition agreement.

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

- b. <u>Health Product Management Assessment and PSM plan</u>. 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. <u>List of Medicines to be Procured</u>. 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. <u>Procurement Responsibilities</u>. 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. <u>Procurement Practices</u>. 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 demonstrates 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. <u>Quality Standards for all Finished Pharmaceutical Products</u>. 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. <u>Selection Process for Procuring Antiretroviral, Antimalarial and/or Antituberculosis Finished Pharmaceutical Products.</u>
  - (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. <u>Quality Standards for Long-Lasting Insecticidal Mosquito Nets</u>. 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. <u>Quality Standards for All Other Health Products</u>. 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.
- 1. <u>Monitoring Supplier Performance</u>. 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. <u>Monitoring Product Quality</u>. 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. <u>Supply Chain and Inventory Management</u>. 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. <u>Avoidance of Diversion</u>. 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. <u>Adherence to Treatment Protocols, Drug Resistance and Adverse Effects</u>. The Principal Recipient shall implement mechanisms to:
  - 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, Subrecipients or any other person or entity as a result of this Agreement or the implementation of the Program.
- b. The Principal Recipient undertakes the Program on its own behalf and not on behalf of the Global Fund. This Agreement and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Global Fund and the Principal Recipient or any other person involved in the Program. The Global Fund assumes no liability for any loss or damage to any person or property arising from the Program.

# Article 26. ARBITRATION

- a. Any dispute between the Global Fund and the Principal Recipient arising out of or relating to this Agreement that is not settled amicably shall be submitted to arbitration at the request of either Party. The arbitration shall be conducted in accordance with UNCITRAL Arbitration Rules as at present in force. The Global Fund and the Principal Recipient agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy, or claim.
- b. For any dispute for which the amount at issue is 100,000 United States dollars or less, there shall be one arbitrator.
- c. For any dispute for which the amount at issue is greater than 100,000 United States dollars, there shall be three arbitrators appointed as follows: The Global Fund and the

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

## Article 27. CONFLICTS OF INTEREST; ANTI-CORRUPTION

- a. The Parties agree that it is important to take all necessary precautions to avoid conflicts of interest and corrupt practices. To this end, the Principal Recipient shall maintain standards of conduct that govern the performance of its staff, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.
- b. No person affiliated with the Principal Recipient (staff, individual contractors, counterpart government officials) shall participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Grant, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest. No person affiliated with the Principal Recipient (staff, individual contractors, counterpart government officials) shall participate in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment. Persons affiliated with the Principal Recipient (staff, individual contractors, counterpart government officials) shall not solicit gratuities, favors or gifts from contractors or potential contractors.
- c. If the Principal Recipient has knowledge or becomes aware of any actual, apparent or potential conflict between the financial interests of any person affiliated with the Principal Recipient, the Country Coordinating Mechanism, the LFA, or the Global Fund and that person's duties with respect to the implementation of the Program, the Principal Recipient shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.
- d. The Global Fund and the Principal Recipient shall neither offer a third person nor seek, accept or be promised directly or indirectly for themselves or for another person or entity any gift or benefit that would or could be construed as an illegal or corrupt practice

#### Article 28. PRIVILEGES AND IMMUNITIES

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

- a. the privileges and immunities of the Principal Recipient pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies, approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any international or national law, convention or agreement; or
- b. the privileges and immunities accorded to the Global Fund under (i) international law including international customary law, any international conventions or agreements, (ii) under any national laws including but not limited to the to the United States of America's International Organizations Immunities Act (22 United States Code 288), or

(iii) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

# ANNEX A to the AMENDED AND RESTATED PROGRAM GRANT AGREEMENT

# **Program Implementation Abstract**

Country:	Sao Tome and Principe
Program Title:	Strengthening the HIV/AIDS epidemic response among vulnerable groups and Most-at-risk population in Sao Tome and Principe
Grant Number:	STP-011-G05-H
Disease:	HIV/AIDS
Principal Recipient:	United Nations Development Programme (UNDP)

# A. PROGRAM DESCRIPTION

# 1. Background and Summary:

Sao Tome and Principe is Africa's smallest economy. The per capita income of US\$424 places the country below the average for Sub-Saharan Africa. Approximately 54 percent of its population of 188,000(WHO 2012) is poor and 15 percent live in extreme poverty. The country ranks 144 out of 186 countries in the 2012 UNDP Human Development Index.

The first AIDS case in Sao Tome and Principe was reported in 1990 and since then, 390 cases have been identified by the Ministry of Health. The majority of cases are associated to sexual transmission, mostly heterosexual.

The HIV epidemic in Sao Tome and Principe shows characteristics of both generalized and concentrated epidemics. According to the Demographic Health Survey (DHS) conducted in 2008/2009, the prevalence of HIV infection in the general population aged 19-49 years old is 1.5%, which corresponds to a pattern of generalized epidemics. However, the prevalence among men (1.7%) is higher than among women (1.3%), which characterizes concentration of cases in high-risk groups. These findings are reinforced by the data from sentinel surveillance that points out a low prevalence (0.6%) among pregnant women and a high prevalence among sex workers (4.2%).

The epidemiologic data from the autonomous region of Principe indicates that the epidemic in this region is spreading faster than in Sao Tome, with a prevalence of 2.2%.

This program addresses the following HIV/AIDS issues in Sao Tome and Principe, among others: voluntary testing and counseling; prevention activities for targeted populations, including sex workers and their clients and men who have sex with men (MSM); integration of prevention of mother-to-child transmission (PMTCT) services at the health district level; and treatment for opportunistic infections.

# 2. Goal:

To decrease the morbidity and mortality of HIV infection among people living with HIV/AIDS in Sao Tome and Principe.

# Target Group/Beneficiaries:

- Sex workers
- MSM
- Pregnant women
- Orphans and vulnerable children
- Patients co-infected with TB
- General population

# 4. Strategies:

- Mass media communication for behavior change through interventions directed to the general population
- Peer education and other prevention interventions targeting most-at-risk populations: sex workers and their clients, MSM, patients with sexually transmissible infections (STIs) and people living with HIV/AIDS (PLWHA).
- Expansion of voluntary testing and counseling for HIV.
- Integration of PMTCT activities in all reproductive health and prenatal care services, at every Health District.
- Diagnosis and treatment of STIs, through syndromic approach management, at all health centers and clinics, free of charge.

# 5. Planned Activities:

- Increase HIV testing in all health centers throughout the islands
- Promote good health care including STI treatment and HIV testing and safer sex amongst sex workers and their clients and MSM
- Have educative activities including promotion of human rights and stigma reduction
- Strengthen STI treatment for patients and their partners
- Secure second-line ARV treatment for adults and children
- Provide state of the art prophylaxis and treatment for HIV patients co-infected with
  TR
- Deliver outreach and social support interventions to HIV infected pregnant women on issues related to preventing mother-to-child transmission, safe infant feeding, (including the correct preparation of infant formula and administration of cotrimoxazole for the infant, among others)
- Train health care workers on risk of occupational exposure and blood safety measures
- Provide support services to orphans and vulnerable children

#### B. CONDITIONS PRECEDENT

1. Condition Precedent to Use of Grant Funds by the Principal Recipient for Funding Key Affected Populations (KAP) Activities (Terminal Date as set forth in Block 6A of the Face Sheet of the Agreement)

Prior to the use of Grant funds by the Principal Recipient for the funding of KAP activities:

- a. The Principal Recipient shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, information and validated data on the most-at-risk populations, such as MSM, to adequately determine the best intervention strategy with respect to KAP;
- b. The Principal Recipient shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, information and validated data on the geographical areas with high transmission to adequately determine the best intervention strategy with respect to KAP;
- c. The Principal Recipient shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, an updated work plan and budget of KAP activities and, if appropriate, an updated performance framework, which factors in the abovementioned data and information, and the Global Fund shall have approved such updated work plan, budget and performance framework in writing.

For the avoidance of doubt, this Condition Precedent shall not apply to activities undertaken in connection with the KAP survey, including the work of a consultant engaged by the Principal Recipient for this purpose.

#### C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

N/A

### D. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 13b(1) of the Standard Terms and Conditions (STCs) 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 SCHEDULE OF CASH TRANSFERS AND COMMITMENT AND DISBURSEMENT DECISIONS

For the purposes of Article 6a. of the STCs, 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(s) attached to this Annex A set forth anticipated expenditures for the Program term.

# G. PERFORMANCE FRAMEWORK

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

# 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 STCs, 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.

SUMMAR	YBUDAE	T Vous 3	4.2

HV\_ADS

Country	São Tomé and Principe	
Gjart Ho.	STP-011-906-H	
PR	UNOP	
Currency	USD	
Grant Crois share	Phone 2	

[Plasse indicate Periods covered by this bud; at in the cells below, as presented in the Performance Framework)

	Os.	Ore	Qd1	918	Q19	QH	Q16	OH		7	QNA	Q 18		<b>Pinciple</b>
Pettod Covered: from	1-Jers-14	1-Apr-14	1-84-14	1-04-14	1-Jon-15	1-Apr-15	1-Jul-15	1-3d-16		1-Jan-16	1-Apr-16	1-ku-18	1-Oct-18	= -
Period Covered: to	31-Mar-14	20-Am-14		31-000-14	31-Mar-15	30-Jun-15	30-Sep-15	31-Dec-16	1 1 1 1	31-Mar-10	30-Jun-10	30-Sep-16	31-Dec-15	

#### A- SUMMARY BUDGET BREAKDOWN BY EXPENDITURE CATEGORY

Catagory		Year	3		Total .		Yes	r 4		Total		Yea	r 8		Total	TOTAL	
4 readers	CH	Q10	911	Q12	Year 3	Q13	014	CHE	Q16	Year 4	Q17	Q18	Q19	Q20	Year &	Dhase 2	1 %
1 Human Rasserces	6,828		14,840	14,640	51,346	14,840	14,840	14,840	14,540	69,380	14,840	14,040	14,840	14,840	69.360	170,065	14%
2 Technical and Management Assistance	32,000		7,922	0	57,288	0	9	D	0	· ·	0	0	0	0	0	57,206	
3 Trehing	0	28,906	0,656	1,115	30,676	6,787	617	3,847	617	19,888	4,087	607	3,617	597	0,777	60,121	5%
4 Hasilh Products and Hasilh Equipment	0	12,731		0	12,731	52,608	Ö	D,	. 0	62,508	58,667	0	0	0	68,657	123,794	10%
6 Phermaceutical Products (Medicines)	0	13,983	0		13,083	36,961	g	0	0	38,061	47,637	0	a	0	47,637	100,500	8%
6 Procurement and Supply Management Coets (PSM)	1,148		7,318	1,111	30,800	38,916	4,708	7,318	1,111	62,063	48,184	4,709	7,318	1,111	55,322	147,174	12%
7 Infinishickup and Other Equipment	0	30,649	386	259	31,226	259	548	259	259	1,034	259	260	259	289	1,034	23,264	3%
8 Communication Materials	0	18,783	29,434	20,648	62,663	10,166	14,730	22,279	13,757	69,D41	10,684	19,360	19,237	13,757	02,026	188,752	16%
g Monting and Exelusion (MAE)	1,475		2,192	9,279	23,551	577	1,882	677	1,054	4,691	213	1,497	213	1,177	3,101	31,443	
10 Uving Support to Clients/Terget Population	6,421		13,230	7,908	72,448	1,598	40,848	8,861	1,538	53,783	5,466	48,774	11,790	6,466	73,467	199,728	16%
11 Pleasing and Administration	3,727			3,633	13,856	3,091	3,533	3,091	9,539	13,249	3,091	18,404	3,091	8,091	27,676	54,810	4%
12 Overhearte	3,012	10,072	6,896	3,688	34,287	12,817	5,008	4,121	2,612	25,458	14,571	7.580	4,226	2,800	29,276	85,002	7%
13 Other	0	D	0		0	0	0	0	0	Ò	0	0	9	9		0	
то	AL* 55,209	245,884	88,907	56,380	448,220	179,428	90,313	62,963	38,932	372,714	207,289	116,000	64,500	44,178	431,06s	1,250,000	100%

#### B. SUMBARY BUDGET BREAKDOWN BY PROGRAM ACTIVITY

•	Magro-catagory	Objectives	Service Delivery Area**		Year	3		Total			Tr.		BEACT HE		Ye	at 6		Total	TOTAL.	$\mathbf{r}$
	m no to-entago d	Copcome	Statute Desired Wes.	99	019	Q11	Q12	Years	Q13	Q14	215	Q-10	Yest 4	Q17	Qua-	Q18		Yagr 5	Phone 2	1 3
,	HIV:Presention	To algorithm reduce the sexual transmission of HIV inflation in STP	1-Testing and Courseling	0	13,494	2,330	o	15,824	37,322	0	o	D	37,332	43,924	0	0	0	43,924,	97,080	T
2	HRAPmenton	To significently reduce the sexual transmission of HIV infection in STP	2-STI diagnostis and irealment	0	929	0	0	929	1,910	0	ď	0	1,016	2,196	٥	0	D	2,196	5,040	ı
8	HM:Presention	To algorithmy reduce the easuel transmission of HIV infection in STP	3-CSS: Community beand authities and earling - delivery, use and quality	Ď	2,017	5,307	890	8,020	696	898	5,307	898	7,395	606	5,307	. 636	898	7,385	22,809	ī
4	HIV:Presention	To algorithms by reduce the second transmission of HIV intection in STP		0	Ö	0	D	o.	0	0	0		9	0	0	0	0	0		ī
5	HM;Prevention	To significantly reduce the excent transmission of HIV infeation in STP	population	. 0	42,446	18,358	21,676	82,680	11,440	34,637	18,172	14,384	78,534	11,676	36,124	18,759	14,848	80,406	241,619	1
8.	HM-Prevention	To eignificantly reduce the sexual transmission of HIV infection in STP		1,024	987	<b>0</b> 87	(87	3,985	967	987	967	987	3,949	967	967	987	967	3,949	11,883	Æ
7		Readuped exceleting, prortainly and improve the quality of the of HM insocial publishs, that's portrois and from blos, and support criphers.		124	17,728	15,450	1,230	34,841	63,446	3,721	6,331	124	73,825	78,008	3,721	6,331	124	88,218	194,382	1
6		Heauced enceloidity, morisity and improve the quality of the of HIV infected politiste, that'r partners and families, and support orations.	levections		10,660	8	0	10,650	11,565	ā	D	0	11,688	13,261	0		٥	13,261	35,456	Ī
		RedUced morehisty, mortally and improve the quelty of the of HIV insected pathesis, their pertners and families, and support orginars.		0	3,223	b	0	3,223	0	ď	0	q	0		0	0	0	0	3,223	,
10	H(4):T purely-send	Finduced exceloitity, sportuitly must improve the quality of Rfs of HIV infected policios, their portners and families, and support ceptrams.		0	37,998	3.121	2,884	44,001	1,902	19,858	1,902	2,044	25,108	1,238	19,051	1,238	1,298	22,764	91,672	ŀ
11	HPAT market	Reduced morbidity, mortality and improve the quality of the of HIV inflacted pottents, their purisers and lamifies, and support emphase.	11-Support for orphere and vulnerable shilldren	6,421	4,990	10,262	4,929	20,592	a	5,324	5,324	a,	10,847	4,929	10,252	10,262	4,920	30,362	67,601	ŗ
12_		Eliminate mother-to-childHM transmission	12-Presention of mother-to-child transmission (PMTCT)	1,227	1,000	1,615	1,615	6,416	0	345	0	0	348	0	346	0	0	346	7,400	ī
13	HAV:Care and Support	To prevent perenteral transmission of HIV infection and other blood bome infection	13-Blood safety and universal precaution	0	7,893	1,589	é	9,463	15,780	617	617	817	17,831	14,881	0	1,589		16,450	49,844	Ŧ
14		To increase institutional capacity of the National AIDS Program / Ministry of Health Chit Society	Administration cost	10,662	28,984	17,742	17.001	72,270	21,431	17,031	17,742	17,031	73,234	21,431	32,344	17,742	17,031	88,547	234,000	0 1
15		Yo fremen institutional expectly of the National AIDS Program / Ministry of Health Chill Society	LIEN	22,000	160	0	D	32,150	D	0	a	0	a	0	0	0	0	6	32,150	į
16	HIV:Care and Support	To Increase inclinational capacity of the National AIDS Program / Ministry of Health Chill Society		248	58,156	6,416	141.00	86,285	1,547	1,263	2,791	1,496	7,082	1,547	1,288	2,791	1,438	7,082	80,189	Ī
17	HIV:Care and Support	To increase inetitudenal capea by of the National AIDS Program / Ministry of Heelth Chill Society		3,612	18,072	5,820	3,588	29,182	11,741	6,908	4	2,612	24,383	13,498	7,589	4,226	2,800	28,291	81,776	
			TOTAL*	65,209	245,004	88,987	58,380	446,220	179,476	90,312	62,093	39,032	372,714	206,289	116,009	84,890	44,178	431,066	1,250,0	ď

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For the outcome of this report, the SDA Program management and administration should be included in the Supportuni Environment Miscry Galactery

#### O. SUMMARY BUDGET BREAKDOWN BY IMPLEMENTING ENTITY

	PRMA	Name	Type of		Year 3			Total		Yan	r 4		Total .		Yes	r ā		total.	FOTAL .	
			Implementing Entity	Q9	Q10	911	912	Year 3	Q13	Q14	Q16	Q16	Year 4	Q17	Q18	Q19	020	Year 5	Phone E -	1 2 1
1		UNDF	UNDP	39,463	107,812	24,240	6,904	175,418	145,322	12,721	13,543	5,828	477,418	187,952	29,714	13,648	6,106	217,420	573,950	40%
_2	級	NAP	MoH	9,324	67,954	22,310	20,080	100,000	20,859	18,083	16,460	17,885	73,247	29,486	17,258	17,684	17,050	72,474	286,389	20%
3	8R	ISVSM	MoH	0	17,400	9,060	1,116	25,230	617	617	3,647	617	5,498	D	0	3,030	0	3,030	36,767	
4	SR	IMP3	MoH	0	35,705	20,432	14,410	70,662	9,656	34,414	21,001	9,305	74,380	9,893	39,612	10,977	9,693	76,374	221,306	
- 6		Oniz Vermelhe	N3CI/CEO/Academie	0	20,966	1,238	8,098	30,201	3,020	10,174	3,020	5,315	31,620	3,020	19,174	3,020	6,193	31,408		
_0_	SR.	Apolo a Vida	NGCICRO/Academic	0	840	840	840	2,620	0	0	0	- 0	0	D	9	0	0	0	2,520	
. 7.	SR	Siap Up	NGO/CEO/Academic	6,421	4,926	10,252	4,029	26,631	0	5,324	6,324	0	10,647	4,020	10,252	10,262	4,929	90,882	17,540	
			TOTAL*	55,209	245,564	85,967	56,380	446,220	179,476	90,313	82,993	39,932	372,714	206,269	118,000	64,500	44,178	431,066	1,250,000	100%
To se	acid formit rows, right click live row stu	ther is the left of the row obtain the row for TOTAL and select copy, the	nover the same number, right slick again and valual															_		_

To said and bared rows, right deals he non-marker in the let of the over-sizes this more for TOTAL and saided says; I has now the same marker, digit sicks again and said insert Capacit Cally and Additional Control (process without capacity in hower all saided above will came the termine in the satisfact to become insert of which are the capacity in hower and said result in the capacity of the same than the capacity of the said of the

## Performance Framework

Performance Frankwork Ven	s S., 4 & B: Indicators, Targets and Periods Covered				LADBOurge)	English
Please carefully saviste th	e bushisakkus emirsheel before completi	ng this template				
A. Program details						
Country / Applicant:	CCM Sap Tome and Principe	Principal Recipients	PR1	United Nationa Development Programme, Sao Tome and Principe		
Component:	HIV_AIDS	Principal Recipients	PR2			
Start Year:	2014	(Please select from list or	PR3			
Start Month:	January	add a new one)	PR4			
SSF/grant number	STP-011-G05-H		PR5			

,						
Reporting periods	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
Period Covered: from	1-Jan-14	1-Jul-14	1-Jan-15	1-Jul-15	1-Jan-16	1-Jul-16
Period Covered: to	30-Jun-14	31-Dec-14	30-Jun-15	31-Dec-15	30-Jun-16	31-Dec-16
Due date Progress Update	14-Aug-14	14-Feb-15	14-Aug-15	14-Feb-16	14-Aug-16	14-Feb-17
Disbursement Request (Y,N)	Y	N	Υ	N	Y	N

	Year 1	Year 2	Year 3
Certified annual financial statement due date	n/a	n/a	n/a

Due date periodic review TBD

# B. Program gonis und Impast Indicators Goals:

1 To decrease morbidity and mortality of people living with HIV/AIDS, vulnerable groups and Most-at-risk populations.

2 m			Basal	ine			T	argets			
Linked to goal(s) #	Impact Indicator				Year 1	Report due date	Year 2	B	Year 3	Report due date	Comments
= 8		value	Year	Source	. 2014	Report due date	2015	Report due date	2016	report due date	
1	Percentage of women and men aged 15-49 who are HIV Infected	1,5%	2009	DHS/DHS+ (Demographic and Health Survey) / MICS	1.3%	31-Mer-15	***		3	100	MICS will be conducted in early 2014 & DHS expected to be done during 2017. The information to complete the year 2 target will come from MICS report. The target for 2017 is 1.0% according to the National Strategic Plan 2013-2017.
2	Percentage of adults and children with HIV known to be on treatment 12 months after initiation of antiretroviral therapy	82.3%	2013	Patient records & NAP summary report	>85%	Merch 2015	>85%	March 2016	>85%	March 2017	This project is alming to maintain over 65% of survival rate of those under ARV treatment.  Numerator: Number of patients knowing to be alive and under ARV, 12 months after starting the ARV treatment.  Denominator: All patients recorded to had started the ARV treatment during the previoust 12 months of the reporting period. This includes the deaths, abandon and lost to follow up at 12th month.
3	Estimated percentage of child infections from HIV-Infected women delivering in the past 12 months - estimated mother-to-child transmission	12%	2010	SPECTRUM Projection/modelling based on the PNLS date	5%	14-Feb-15	3%	14-Feb-16	3%	14-Feb-17	1) The target and results are based on SPECTRUM Projection/modelling taking into account the PNLS data.  2) The target set considers an important improvement from the baseline, taking into account that there are very few pregnant women who once they know their sereprevalence status do not return to follow ARV prophylaxis before delivery.
4	Percentage of female sex workers who are HIV infected	4.2%	2008	Sentinelle survey report- NAP	3%	31-May-15	3%	31-May-16	2.0%	31-May-17	Note: the target took into account not only the last results but, also the size of the population surveyed that is very small. For instance the 2008 sentinel site survey result was 4.2. However, with 95% confidence the result range from [0.9% - 11.7%].  Additional technical assistance (from UNAIDS or WHO) will be hired in order to up-to-date the sentinel site survey protocol.
5	Percentage of MSM who are HIV infected	NA	2012	Special Sentinelle survey report-NAP	Baseline established	31-Dec-14	TBD	-	TBD	-	The specialized study on the matter will take place during 2014. Technical assistance recruited for the protocol design and implementation.

C. Program	onisciaus one outcome indicators
Objectives:	
1 1	significantify reduce the sexual transmission of HIV infection in STP
2 Red	luced morbidity, mortality and improve the quality of life of HIV infected petients, their partners and families, and support orphans.
3 Elim	inate mother-to-childHIV transmission
4 1	prevent parentaral transmission of HIV infection and other blood borne infection
5 To ir	ncrease institucional capecity of the National AIDS Program / Ministry of Health Civil Society

23			Basell	ne			Tar	rgets			
P P	* Outcome Indicator	velue	Year	Source	Year 1	Report due date	Year 2	Report due date	Year 3	Report due date	Comments
± §		value	rear	300104	2014	Report ade date	2015	Insport one data	2916		
1	Percentage of women aged 15-49 who have had more than one sexual partner in the past 12 months reporting the use of a condom during their last sexual intercourse	28,1	2009	DHS/DHS+ (Demographic and Health Survey) / MICS	30%	31-Mar-15			-	-	MICS completed during 2014 & DHS is expected to be done during 2017- 2019. The information to complete the year 1 larget will dome from MICS report. The larget for 2017 is >50% in the MSP (pg 46):  MICS targets link with 2014 and not 2015 -es the study is implemented in 2014, Please note the change in the year.
2	Percentage of men aged 15-49 who have had more than one sexual partner in the past 12 months reporting the use of a condom during their last sexual intercourse	32.9	2009	DHS/DHS+ (Demographic and Health Survey) / MICS	35%	31-Mar-15	American de la companya de la compan	-	-	[	MICS completed during 2014 & DHS is expected to be done during 2017- 2019. The information to complete the year 1 target will come from MICS report. The target for 2017 is >50% in the NSP (pg 48);

## Performance Framework

3	Percentage of sex workers reporting the use of a condom with their most recent client	22.0%	2012	BSS (Behavioral Surveillance Survey),Sentine! sile survey	25%	31-May-15	30%	31-Mey-16	35%	31-06-2017	1-The activities of follow-up and BCO action will continue to focus closely on this ten group. This is reason why 15% has been added from the baselina; 2-However, the increase should be with ostation because from tenodedge to behavioral and practice change has an importent interval. For instance, during 2012 SS survey, 83% of SW new the ways to prevent assual transmission of HIV but, only 22% have used conform with thick hast client; 3-Additional technical assistance (from UNAIDS or WHO) will be hired in order to tup-to-data the certifinals alter survey protocol.
4	Percentage women aged 15 - 49 years who received an HIV test in the last 12 months and who know their results	31.4%	2009	DHS/DHS+ (Demographic and Health Survey) / MICS	40%	31-Mar-15		Ø.	8	35)	MICS during 2014 & DHS expected to be done during 2017/2016. The Information to complete the year 2 larget will calms from MICS report.   **Numbrailars**/ **Numbrailar**/ **Numbrailar**/ **Numbrailar**/ **Charling the last 12 months and who know their results.  **Baseminator**/ **Enseminator**/ **Numbrailar**/ **Parentinator**/ **Numbrailar**/ **Numbrailar**/ **Parentinator**/ **Numbrailar**/ **
5	Percentage men aged 15 - 49 years who received an HIV test in the last 12 months and who know their results	22.8%	2009	DHS/DHS+ (Demographic and Health Survey) / MICS	25%	31-Mar-15	-	8	: e <sup>-</sup>	12	MICS during 2014 & DHS expected to be done during 2017/2015. The information to complete the year 2 target will care a from MICS report.  MIRESTRUCT, Number of respondents aged 15-40 who have been tested for HIV during the test 12 months and who know their results. <u>Personnitionary, Number of all respondents aged 15-40, The denorminator includes respondents who have never heared of HIV or AIDS.</u> Whithin the NSP target Pag. 45 ( 00% 2017)

D. Serv	ice delivery areas and ou	tput/ceverage indicators																					تحريا		
ağ .				rget previo			Latertic	milebie b	an alteraferouse						Target								Responsible		
the	Service Delivery Area	Output/coverage indicator		entation pe			FEIG2I G/	reliable b	aseline/result	Period	11	Period 2		Period 3	Pe	erlod 4	Per	riod 5	1	Period 6	Target	Tied to	Principal		
多草屋	Del vios Delivery Alos	outputovarage maleuco	N#		V	N#	44	Year	E	1-Apr-1	14	1-Jul-14		1-Jan-15	1-	Jul-15	1-Ja	an-16		1-Jul-16	cumulation	1 160 10	Recipient(=) (comme	Top 10	Comments
6-			D#	70	Year	D#	7 %	Tear	Source	30-Jun-	-14	31-Dec-14	4 3	0-Jun-15	31-	Dec-15	30-7	Jun-16	3	31-Dec-16	7		esparated)		
1	Testing and Counseling	Number of men who received testing and counseling services for HIV and received their test results	9760		2013	3990 9760	40.9%	2013	PNLS report	3369	6:		46		9204		5893		11787		Annually	National program	PR1	Top 10	1-These figures are aligned /equilibrated with the women target in the next indicator. Notice that around 40% of women are tested during ANC visits. This is an opportunity, so far, culturally utilized mainly by women and not for the men;  2-The target in this indicator is aligned with the NSP, which is also in this PF outcome indicator number 5, astimated from the total men population on the age group of 15 & 49 years. It is expected to cover 25% of this population by the end of 2016, based on the efforts foreseen and the baseline of this population coverage of 22,8% (outcome indicator 6).
-			15340			9061				6753	40	506			16143	.	0454	1	40000		-	_			1-The target in this indicator is aligned with the NSP outcome indicator,
2	Testing and Counsaling	Number of women who received testing and counseling services for HIV and received their test results	15340		2013	9061		2012	PNLS report	6/53	13	506	.80		16143		9451		18902		Annually	National program	PR1	Top 10	which is also in this PF (number 4). This target has been estimated from this total women population on reproductive ege. It is expected to cover 40% of this population by the end of 2016, based on the efforts foreseen and the baseline of the coverage of 32% (outcome indicator 4).
			72			50				70	7	0	70		70		70		70						Alisel is SSR for this activity. The SR for this activity is the INPG (Instituto
3	CSS: Community based activities and services - delivery, use and quality-Key populations	Number of sex workers reached, through community outreach, with a peckage of services (IEC/BCC)	•		2013			2013	SR INPG report		٠								,		Annually	Current grant	PR1	Not top 10	Nacional para promoção e Igualdade de gênero)  1-These targets are based on the figures find during SW baseline study (70 SW), which is consistent with number of SW encountered during the follow-up activities (67 SW) implemented on 2012/2013; it is expected that with the activities to bring in more SW to activities that this will be at around 70 SW.  2-It is expected to sensitize. Sessions are conducted once / 2 weeks. It is expected that SW will attend at least 6 sessions / semester.  3-The sensitization activity (conversation; psychological support, comunication material) with distribution of condoms (M&F);  5-A list of presence, sined by each SW present in sensitization session. Indicator: SW that attend, at least , 6 sessions per samester-8-
			49			32				35	3	,	40		43		46	1 1	50		.5			-	1-These targets were based on the spectrum 2013 projection combined
4	Antiretroviral therapy and monitoring	Number of people with advanced HIV+ infection receiving ARV treatment (second line) according to national guidelines			2013		-	2013	PNLS report												Not cumulative	Current grant	PR1	Тор 10	with the NAP ARV treatment coverage during 2012. It is projected an increase on coverage on 16% during 3 years (Terget assumption sheet). The low spectrum scenario has been adopted because it is the one more close to the administrative data available, which seems the more realistic one.  2-Taking in consideration the reinforcement of AIDS case management (foreseen, 9% of all AIDS cases under ARV were projected to be under second line treatment, as it was during 2013 (32/353)  3-Targets are based on a an unofficial SPECTRUM done considering ARV treatment at an increased CD4 count of 500.
							-		-	N/A	29	4	334		360		400		-470						
5	TB/HIV	Number and percentage of adults and children enrolled in HIV care who had TB status assessed and recorded during their last visit among all adults and children enrolled in HIV care in the reporting period (TB/HIV-1)*		HARRIST THE REAL PROPERTY OF THE PROPERTY OF T	2013			2012	PNLT report		41	70.2	2% 444	75.2%	47B	75.3%	503	79.5%	563	85.0%	Not cumulative	National program	PR	Top 10	Numerator: number of adults and children enrolled in HIV care who had TB status assessed and recorded during their last visit  Denoratingtor: number of adults and children enrolled in HIV care in the reporting period
-			40		-	74				N/A	80		N/A		80		N/A		80						1-More than 95% of the children under follow-up are either orphans (from,
6	Support for orphans and vulnerable children	Number of orphans receiving package of service			2013		211.4%	2012	SR STEP-UP report	12114	Ol				- Gu		1404		5		Annually	Current grant	PR1	Not top 10	at least one parent deceased from HIV); HIV positive children; and children of seropositive parents living in extreme poverty;  2-The support package for the orphane are the following:  (I)Educational support [pedagogical material, uniform & tuition fee];  (ii)Nutritional support (rice, milk, sugar, bean, maiz, spaghatti, oil, etc). received 2x/semester
			N/A			N/A	. 1			N/A	12		10		24		11		26						1-These targets were based on the spectrum 2013 projection, which is constituent with the data reported, by the NAP, during 2013 (31 HIV positive

#### Performance Framework

D. Serv	ce delivery areas and ou	put/ooverage indicators																								
ad b				rget prev			Latest av	ailable ba	se/ine/result							Targets								Responsible		
abe cert	Service Delivery Area	Output/coverage indicator	impleme	entation p	erlod					Period	11	Perio	od 2	Per	lod 3	Pe	arlod 4	P	Period 5		Period 6	Target	Tled to	Principal Recipient(s)	Top 10	Community
충달로		' '	N#	1 %	Year	N#	%	Year	Source	1-Apr-1	$\rightarrow$	1-Jul		1-Jr	an-15		Jul-15	1	-Jan-16		1-Jul-16	cumulation	1102.00	(comma	100.00	Comments
			D#	1 ~	1	D#				30-Jun-	-14	31 <sub>7</sub> De	xc-14	30-J	un-15	31-	Dec-15	30	0-Jun-16		31-Dec-16			separated)		
7		Number of infants born to HIV infected women that have a vinological test within 2 months of birth		eremente a mentre mentre de la proprieta de la	2013			2013	PNLS report			32	37.5%	13	76.9%	30	80.0%	13	84.6	% 21	92.9% 8	Annually	National program	PR1	Тор 10	PW have been followed up by national health service);  2-The PCR service is not available in the Country. The sample will be sent monthly to the Centre Pasteur du Cameroun (CPC) for the virological test. The results are expected within 2 months.  Numerator: Numerator: Number of infants, born from HIV positive women, who received an HIV test (PCR) within 2 months of birth, during the reporting period. [Infants tested should only be counted once]  Denominator: All number of expected new born from the HIV positive women per year (estimation done by spectrum)