



Investing in our future

**The Global Fund**

To Fight AIDS, Tuberculosis and Malaria

**AMENDED AND RESTATED GRANT AGREEMENT****FOR THE ROLLING CONTINUATION CHANNEL (“RCC”) PROGRAM**

1. Country: Republic of Guatemala		
2. Principal Recipient Name and Address: Humanist Institute for Cooperation with Development Countries (HIVOS), Raamweg 16, 2596 HL The Hague, Netherlands		
3. RCC Program Title: Containing the Spread of HIV in Guatemala: Intensification of Preventive and Comprehensive Care Services for Vulnerable Groups and Priority Zones		
4. Grant Number: GUA-311-G05-H		4A. Modification Number: N/A
5. RCC-I Starting Date: 1 October 2010	6. RCC-I Ending Date: 30 September 2013	7. RCC-II Ending Date: 30 September 2016
7A. Condition Precedent Terminal Date: 15 February 2011	7B. Condition Precedent Terminal Date: 28 February 2011	7C. Condition Precedent Terminal Date: N/A
8. Up to the amount of US\$ 21,950,418 (Twenty-One Million Nine Hundred Fifty Thousand Four Hundred and Eighteen United States Dollars) Grant Funds as indicated above will be committed by the Global Fund to the Principal Recipient in staggered terms as described in Section F of Annex A of this Agreement, involving a First Commitment of US\$14,230,064 (Fourteen Million Two Hundred Thirty Thousand and Sixty-Four United States Dollars) and a Second Commitment of US\$7,720,354 (Seven Million Seven Hundred Twenty Thousand Three Hundred and Fifty-Four United States Dollars)		
9. Program Coverage: HIV/AIDS		
10. Information for Principal Recipient Bank Account into Which Grant Funds Will Be Disbursed : Owner of Bank Account: STICHTING HIVOS Account Title: Stichting Hivos Global Fund Guatemala Account number: 1600.39.088 Bank name: Rabobank Den Haag en Omgeving u.a. Bank address: Postbus 11695, 2502 AR `s Gravenhage Bank SWIFT Code: RaboNL2U Bank Code: NL65RABO0160039088 (IBAN NUMBER) Routing instructions for disbursements: NONE		
11. The fiscal year of the Principal Recipient is from 1 January to 31 December		
12. Local Fund Agent: Swiss Tropical and Public Health Institute Swiss Centre for International Health Swiss Tropical and Public Health Institute Socinstrasse 55a - 4051, Basel Switzerland Contact: J. Luis Segura, Senior Public Health Specialist Tel. : + 41 61 284 8192 E-mail: <a href="mailto:Luis.Segura@unibas.ch">Luis.Segura@unibas.ch</a>		
13. Name/Address for Notices to Principal Recipient: Mirjam Musch Director Hivos Guatemala 19 Avenida 0-89 Zona 15 Colonia Vista Hermosa II Guatemala Tel.: +502 2369 7776-7778 Fax : +502 2369 7775 Email: <a href="mailto:mmusch@hivos.nl">mmusch@hivos.nl</a>		14. Name/Address for Notices to Global Fund : Luca Occhini Acting Regional Team Leader The Global Fund to Fight AIDS, Tuberculosis and Malaria Chemin de Blandonnet 8 1214 Vernier-Geneva, Switzerland Tel. : +41 58 791 1700 Fax : +41 58 791 1701
<b>This Agreement consists of the two pages of this face sheet and the following :</b> <b>Standard Terms and Conditions</b> <b>Annex A – Program Implementation Description and the attachments thereto (including the Performance Framework and Summary Budget)</b>		



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To Fight AIDS, Tuberculosis and Malaria

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

Date: \_\_\_\_\_

Signature : \_\_\_\_\_

Ms. Manuela Monteiro  
Executive Director

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

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Prof. Michel Kazatchkine  
Executive Director

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

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Mr. Jorge Arreola  
President  
Alianza Nacional

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

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Ms. Maritza Alvarado  
Representative  
Asociación Coordinadora de Sectores de Lucha Contra el Sida

**RECITALS:**

- (a) The Global Fund entered into a Program Grant Agreement with World Vision with grant number GUA-304-G01-H effective 14 October 2004 for the implementation of a program entitled “Intensification of Activities in Prevention and Integrated Care among Vulnerable Groups and in Priority Areas in Guatemala” from 1 December 2004 to 30 September 2010.
- (b) The Country Coordinating Mechanism (CCM) of Guatemala applied for an additional six years of funding of program activities under the Global Fund’s Rolling Continuation Channel, indicating that the Rolling Continuation Channel Program, entitled “Containing the Spread of HIV in Guatemala: Intensification of Preventive and Comprehensive Care Services for Vulnerable Groups and Priority Zones” would be implemented jointly by HIVOS (the “Principal Recipient”) and the Ministry of Health and Social Assistance of the Government of Guatemala;
- (c) This Agreement, consisting of the Face Sheet, the Standard Terms and Conditions, Annex A and the attachments thereto (including the Performance Framework and Summary Budget) sets out the conditions on which the Principal Recipient will implement the Program during the Rolling Continuation Channel.

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

## STANDARD TERMS AND CONDITIONS

### Article 1. PURPOSE OF AGREEMENT

This Agreement is between The Global Fund to Fight AIDS, Tuberculosis and Malaria, a foundation established under the laws of Switzerland (the “Global Fund”) and the Principal Recipient identified in block 2 of the face sheet of this Agreement. This Agreement defines the terms and conditions under which the Global Fund may provide funding to the Principal Recipient to implement the program whose title is set forth in block 3 of the face sheet of this Agreement (the “Program”) for the country specified in block 1 of the face sheet of this Agreement (the “Host Country”).

### Article 2. IMPLEMENTATION OF THE PROGRAM

- (a) Program Description and Objectives. The Principal Recipient shall implement the Program as described in the “Program Implementation Description” included as Annex A of this Agreement. The “Performance Framework(s)” attached to Annex A of this Agreement set forth the main objectives of the Program, key indicators, intended results, targets and reporting periods of the Program. Unless otherwise indicated, the targets set forth in the Performance Framework(s) attached to Annex A of this Agreement are cumulative and do not include the baseline values.
- (b) Program Budget. The “Summary Budget(s)” attached to Annex A of this Agreement set(s) out approved expenditures for the Program Term. The Principal Recipient shall implement the Program in accordance with the Summary Budget(s). Changes to the Summary Budget(s) shall only be made pursuant to written guidelines provided by the Global Fund or as otherwise authorized in writing by the Global Fund.

### Article 3. PROGRAM TERM

- (a) Phase I of the Rolling Continuation Channel (“RCC-I”). The Principal Recipient acknowledges that, as of the effective date of this Agreement (referred to in Article 38), the Global Fund has committed funds to the Program under this Agreement for a period which starts on the RCC-I Starting Date (indicated in block 5 of the face sheet of this Agreement) and ends on the RCC-I Ending Date (indicated in block 6 of the face sheet of this Agreement) (hereinafter, the “Program Term”).
- (b) Phase II of the Rolling Continuation Channel (“RCC-II”). The Global Fund may decide, in its sole discretion, to extend the Program Term beyond the RCC-I Ending Date and commit funding for RCC-II for a continuation of the Program (a “RCC-II Approval”). If the Global Fund issues a RCC-II Approval, the parties shall execute an amendment to this Agreement and the “Program Term” shall be extended to the RCC-II Ending Date (indicated in block 7 of the face sheet of this Agreement) or any other date specified by the Global Fund in its RCC-II Approval.

### Article 4. GRANT FUNDS

The Global Fund hereby grants to the Principal Recipient an amount not to exceed that stated in block 8 of the face sheet of this Agreement (the “Grant”), which may be made available to the Principal Recipient under the terms of this Agreement. The Principal Recipient may only use Grant

funds for Program activities which occur during the Program Term or as otherwise agreed in writing by the Global Fund.

## Article 5. REPRESENTATIONS AND WARRANTIES OF THE PRINCIPAL RECIPIENT

The Principal Recipient represents and warrants to the Global Fund the following as of the effective date of this Agreement:

- (a) **Legal Capacity.** The Principal Recipient is a legal entity validly existing under the laws of the jurisdiction in which it was formed.
- (b) **Enforceability.** This Agreement has been duly executed and delivered by the Principal Recipient and is enforceable against the Principal Recipient in accordance with its terms.
- (c) **Necessary Power.** The Principal Recipient has all the necessary power, authority and legal capacity to: (i) own its assets; (ii) conduct Program activities; and (iii) enter into this Agreement.
- (d) **Compliance with Laws.** The Principal Recipient's activities are operated in compliance with Host Country law and other applicable law, including but not limited to intellectual property law. In addition, the Principal Recipient is generally aware that laws exist that prohibit the provision of resources and support to individuals and organizations associated with terrorism and that the European Union, the U.S. Government and the United Nations Security Council have published lists identifying individuals and organizations considered to be associated with terrorism.
- (e) **No Claims.** There are no claims, investigations or proceedings in progress or pending or threatened against the Principal Recipient which, if determined adversely, would have a material adverse effect on the capacity of Principal Recipient to implement the Program.
- (f) **Additionality.** The Grant is in addition to the resources that the Host Country receives from external and domestic sources to fight the disease indicated in block 9 of the face sheet of this Agreement, or, if applicable, health expenditure (if Health Systems Strengthening is indicated in block 9).
- (g) **No Double-funding.** The targets set for the Program are made possible by the additional funding provided by the Global Fund under this Agreement. The Principal Recipient is not receiving funding from any other source that duplicates the funding provided under this Agreement.

## Article 6. COVENANTS OF THE PRINCIPAL RECIPIENT

The Principal Recipient covenants and agrees with the Global Fund the following during the Program Term:

- (a) **Authority.** The person signing documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents.
- (b) **Notice of Material Events.** The Principal Recipient shall immediately provide written notice to the Global Fund of any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of



the Principal Recipient or any Sub-recipient (as described in Article 14 of this Agreement) to implement the Program or perform any of the other obligations under this Agreement.

- (c) **Conduct of Business.** The Principal Recipient shall, and shall ensure that each Sub-recipient shall do all the things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses and permits which may be required to implement Program activities for which they are responsible.
- (d) **Compliance with Laws.** The Principal Recipient shall, and shall ensure that each of its Sub-recipients shall, comply with Host Country law and other applicable law, including but not limited to intellectual property law, when carrying out Program activities.
- (e) **Additionality.** The Principal Recipient shall take all actions available to it to ensure that the representation made in Article 5(f) of this Agreement continues to be valid during the Program Term.
- (f) **Notification of Additional Funding.** The Principal Recipient shall provide written notice to the Global Fund of any additional funding received by the Principal Recipient which may require an adjustment to the Program in order to meet its obligations under Article 5(g) of this Agreement.

#### **Article 7. COUNTRY COORDINATING MECHANISM**

- (a) **CCM.** The parties acknowledge that the Country Coordinating Mechanism (“CCM”) coordinates the submission of proposals to the Global Fund from the Host Country, including any request for continued funding beyond the RCC-I Ending Date (“Request for Continued RCC Funding”) and monitors the implementation of both Program activities under this Agreement and other programs financed by the Global Fund in the Host Country, if any.
- (b) **Cooperation.** The Principal Recipient shall cooperate with the CCM and the Global Fund to accomplish the purpose of this Agreement. The Principal Recipient shall be available to meet regularly with the CCM to discuss plans, share information and communicate on matters that relate to the Program. The Principal Recipient shall provide to the CCM, upon request of the CCM, a copy of reports and material information relating to the Program for information purposes. This may include, but is not limited to, Requests for Disbursements, items delivered to fulfill a condition precedent, implementation letters and any amendment to this Agreement. In addition, the Principal Recipient shall assist the CCM in the preparation of any Request for Continued Funding. The Principal Recipient understands that the Global Fund may, in its sole discretion, share information about the Program with the CCM.

#### **Article 8. LOCAL FUND AGENT**

- (a) **LFA.** The Global Fund has retained the services of a Local Fund Agent (the “LFA”), as indicated in block 12 of the face sheet of this Agreement, to perform certain functions on behalf of the Global Fund, including:
  - i. assessment of the capacity of the Principal Recipient to implement the Program and manage Grant funds; and
  - ii. verification of the Principal Recipient’s progress towards the objectives of the Program, use of Grant funds and compliance with the terms and conditions of this Agreement.





- (b) **Cooperation.** The Principal Recipient shall, and shall ensure that Sub-recipients shall, cooperate fully with the LFA to permit the LFA to carry out its functions. To this end, the Principal Recipient shall, among other things:
- i. submit all reports, Requests for Disbursement and other communications required under this Agreement to the Global Fund through the LFA;
  - ii. submit copies of all audit reports to the LFA;
  - iii. permit the LFA to perform ad hoc site visits at the times decided by the LFA;
  - iv. permit the LFA to review Program Books and Records, (as described in Article 13 of this Agreement) at the times and places decided by the LFA;
  - v. permit the LFA to interview its personnel and personnel of Sub-recipients;
  - vi. cooperate with the LFA to identify additional training and capacity building that the Principal Recipient and Sub-recipients may need to implement the Program; and
  - vii. cooperate with the LFA in other ways that the Global Fund may specify.
- (c) **LFA Representative.** For purposes of this Agreement, the principal representative of the LFA shall be the person named or acting in the position identified in block 12 of the face sheet of this Agreement. The Global Fund may, in its sole discretion, decide to replace the LFA or designate an alternative principal representative of the LFA and shall inform the Principal Recipient accordingly.

## **Article 9. MANAGEMENT OF GRANT FUNDS**

The Principal Recipient shall ensure that all Grant funds are prudently managed and shall take all necessary action to ensure that Grant funds are used solely for Program purposes and consistent with the terms of this Agreement. Accordingly, the Principal Recipient shall use its reasonable efforts to ensure that Grant funds are not used by it or by any Sub-recipient to support or promote violence, to aid terrorists or terrorist-related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities.

## **Article 10. DISBURSEMENT OF GRANT FUNDS**

- (a) **Disbursements.** Notwithstanding the disbursement schedule set out in Annex A to this Agreement, the timing and amount of any disbursements of Grant funds shall be determined by the Global Fund in its sole discretion. In particular, the Global Fund will not make any disbursement of Grant funds unless:
- i. the Principal Recipient has submitted to the Global Fund a Request for Disbursement, signed by the person or persons authorized by the Principal Recipient to do so, in form and substance satisfactory to the Global Fund, at a time acceptable to the Global Fund;
  - ii. the Global Fund has determined in its sole discretion that funds sufficient to make the disbursement are available to the Global Fund for such purpose at the time of the disbursement;





- iii. the Principal Recipient has fulfilled, in form and substance satisfactory to the Global Fund, the conditions precedent to such disbursement or special conditions indicated in Annex A, if any, and within the applicable terminal date indicated on the face sheet of this Agreement or other deadlines noted in the special conditions;
  - iv. the Principal Recipient demonstrates that the amount requested in its Request for Disbursement is based on its reasonable cash flow needs during the period for which the disbursement is requested;
  - v. the Principal Recipient has provided to the Global Fund all Programmatic Progress reports referred to in Article 15(b) of this Agreement that were due prior to the date of the Request for Disbursement;
  - vi. the Principal Recipient demonstrates that it has achieved programmatic results consistent with the targets for indicators set forth in the Performance Framework(s) attached to Annex A of this Agreement during the periods set forth therein and explains any reasons for deviation from targets;
  - vii. following receipt in the country of Health Products procured using Grant funds, the Principal Recipient has reported the prices and other related supply information required to be reported to the Global Fund in accordance with Article 19(r) of this Agreement using the Price and Quality Reporting Mechanism available on the website of the Global Fund or other suitable tool that the Global Fund may make available for this purpose; and
  - viii. the LFA (referenced in Article 8 of this Agreement) verifies the information provided in the Request for Disbursement.
- (b) **Deadlines.** If the conditions precedent or special conditions indicated in the Program Implementation Description have not been met by the applicable terminal date or deadline, or if the Principal Recipient fails to achieve the programmatic targets set forth in this Agreement, during the periods set forth therein, the Global Fund may, at any time, and in its sole discretion, terminate or suspend this Agreement by written notice to the Principal Recipient under Article 26 of this Agreement.
- (c) **RCC-I Ending Date.** The Global Fund will not authorize disbursement of any Grant funds after the RCC-I Ending Date unless the parties amend this Agreement to reflect a RCC-II Approval (as described in Article 3(b) of the Standard Terms and Conditions of this Agreement).
- (d) **RCC-II Ending Date.** The Global Fund will not authorize disbursement of any Grant funds after the RCC-II Ending Date.

## **Article 11. BANK ACCOUNTS, INTEREST AND OTHER PROGRAM REVENUES**

- (a) **Bank Account.** The Principal Recipient shall ensure that:
- i. Grant funds in the possession of the Principal Recipient or Sub-recipients remain, to the extent practicable, in a bank account which bears interest at a reasonable commercial rate available in the Host Country until they are expended for Program purposes;







- ii. Grant funds are deposited in a bank that is fully compliant with all applicable local and international banking standards and regulations, including capital adequacy requirements; and
  - iii. at all times, Grant funds are held in cash and may be withdrawn at any time, in full, upon demand.
- (b) **Interest.** Any interest on Grant funds disbursed by the Global Fund to the Principal Recipient under this Agreement or by the Principal Recipient to Sub-recipients shall be accounted for and used solely for Program purposes.
- (c) **Revenues.** Any revenues earned by the Principal Recipient or Sub-recipients from Program activities, including but not limited to revenues from “social marketing” activities, shall be accounted for and used solely for Program purposes.

## **Article 12. TAXES AND DUTIES**

- (a) **Free From Taxes.** The Principal Recipient is strongly encouraged to ensure that this Agreement and the purchase of any goods or service using Grant funds by the Principal Recipient and any Sub-recipients shall be free from taxes and duties imposed under laws in effect in the Host Country. The Principal Recipient shall, not later than 90 days after the RCC-I Starting Date, inform the Global Fund of the status of the exemption from taxes and duties that may be accorded to assistance under this Agreement.
- (b) **Refund of Taxes.** If a tax or duty has been levied and paid by the Principal Recipient or Sub-recipient despite the exemption from such tax or duty, the Global Fund may, in its sole discretion, (i) require the Principal Recipient to refund to the Global Fund or to others as the Global Fund may direct the amount of such tax with funds other than those provided under this Agreement; or (ii) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Global Fund and the Principal Recipient.
- (c) **Resolution of Tax Issues.** In the event of a disagreement about the application of an exemption that has been granted by the government of the Host Country, the Global Fund and the Principal Recipient shall endeavor promptly to resolve such matters, guided by the principle that the Grant funds are intended to be free from taxation, so that all of the Grant funds provided by the Global Fund shall contribute directly to the treatment and prevention of disease in the Host Country.

## **Article 13. AUDITS AND RECORDS**

- (a) **Books and Records of the Principal Recipient.** The Principal Recipient shall, and shall ensure that Sub-recipients shall, maintain accounting books, records, documents and other evidence relating to this Agreement, adequate to show, without limitation, all costs incurred and revenues earned by the Principal Recipient for the Program and the overall progress toward completion of the Program (“Program Books and Records”). The Principal Recipient and Sub-recipients shall maintain Program Books and Records in accordance with the generally accepted accounting standards in the Host Country. Program Books and Records must be kept in the possession of the Principal Recipient 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 enquiries, or if required to do so by the Global Fund.





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- (b) **Principal Recipient Audits.** The Principal Recipient shall have annual financial audits of Program revenues and expenditures conducted by an independent auditor. The first period under audit shall be the first completed fiscal year of the Principal Recipient (as indicated in Block 11 of the face sheet of this Agreement). However, if the end of the first such fiscal year is less than six months after the RCC-I Starting Date, the first period under audit shall be from the RCC-I Starting Date until the end of the second such fiscal year.
- (c) **Independent Auditor.** Not later than three months after the RCC-I Starting Date, the Principal Recipient shall notify the Global Fund of the independent auditor that it has selected to perform the annual audits referred to in paragraph (b) of this Article. The final selection of the independent auditor and its terms of reference shall be subject to the approval of the Global Fund and shall occur not later than six months after the RCC-I Starting Date.
- (d) **Sub-recipient Audits.** The Principal Recipient shall ensure that annual audits of the revenues and expenditures of each Sub-recipient of Grant funds are carried out. In connection with this requirement, the Principal Recipient shall submit to the Global Fund a plan for such Sub-recipient audits no later than six months after the Grant Starting Date and a copy of all completed Sub-recipient audits. The first period under audit of Sub-recipients shall be not later than the first period of audit applicable under subsection (b) above.
- (e) **Audit Reports.** The Principal Recipient shall provide to the Global Fund an audit report for each audit arranged for by the Principal Recipient or a Sub-recipient in accordance with this Article not later than six months after the period under audit.
- (f) **Audit by the Global Fund.** The Global Fund reserves the right, on its own or through an agent (utilizing Grant funds or other resources available for this purpose) to perform the audits required under this Agreement and/or, to conduct a financial review, forensic audit or evaluation, or to take any other actions that it deems necessary to ensure the accountability of the Principal Recipient and Sub-recipients for Grant funds and to monitor compliance by the Principal Recipient with the terms of this Agreement. The Principal Recipient shall, and shall ensure that its Sub-recipients, cooperate with the Global Fund and its agents in the conduct of such review, audit, evaluation or other action.
- (g) **Right of Access.** The Principal Recipient shall permit or ensure authorized representatives of the Global Fund, its agents or any other third party authorized by the Global Fund, access at all times to: (i) Program Books and Records or any other documentation related to the Program held by the Principal Recipient; (ii) the premises of the Principal Recipient or any Sub-recipient where the Program Books and Records are kept or Program activities are carried out; (iii) other sites where Program-related documentation is kept or Program activities are carried out; and (iv) all personnel of the Principal Recipient and/or Sub-recipients of Grant Funds. The Principal Recipient shall ensure that its agreements with Sub-recipients include the rights of access of the Global Fund under this sub-section.
- (h) **Notification.** The Principal Recipient shall notify the Global Fund promptly in writing of any audit or forensic investigation pertaining to operations of the Principal Recipient or of a Sub-recipient.



## Article 14. SUB-RECIPIENTS

From time to time, the Principal Recipient may, under this Agreement, provide Grant funds to other entities or make direct payments to third parties on behalf of other entities to carry out Program activities (“Sub-recipients”), provided that the Principal Recipient:

- (a) assesses the capacity of each Sub-recipient to implement Program activities and report thereon, makes such assessments available to the Global Fund upon request, and selects each Sub-recipient based on a positive assessment of that Sub-recipient’s capacity to carry out the Program activities that are being assigned to it and in a transparent documented manner;
- (b) enters into a grant agreement with each Sub-recipient creating obligations of the Sub-recipient to the Principal Recipient that are generally equivalent to those of the Principal Recipient under this Agreement, and which are designed to facilitate the compliance of the Principal Recipient with the terms of this Agreement. Such obligations shall include, but not be limited to, a requirement that the Sub-recipient employ all Grant funds solely for Program purposes, and use reasonable efforts to ensure that Grant funds are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money-laundering activities or to fund organizations known to support terrorism or that are involved in money-laundering activities;
- (c) makes a copy of each Sub-recipient grant agreement available to the Global Fund upon request; and
- (d) maintains and complies with a system to monitor the performance of sub-Recipients and assure regular reporting from them in accordance with this Agreement.

The Principal Recipient acknowledges and agrees that providing Grant funds to Sub-recipients or making payments on behalf of Sub-recipients to implement Program activities does not relieve the Principal Recipient of its obligations and liabilities under this Agreement. The Principal Recipient is responsible for the acts and omissions of its Sub-recipients in relation to the Program as if they were the acts and omissions of the Principal Recipient.

## Article 15. PROGRAMMATIC PROGRESS REPORTS

- (a) Provision of Reports. The Principal Recipient shall provide to the Global Fund the reports specified in paragraph (b) of this Article. In addition, the Principal Recipient shall provide to the Global Fund such other information and reports at such times as the Global Fund may request. From time to time, the Global Fund may provide to the Principal Recipient guidance, through postings on the Global Fund’s Internet web site or through implementation letters, on the acceptable frequency, form and content of the reports required under this Article. The Principal Recipient shall provide to the CCM a copy of all reports that the Principal Recipient submits to the Global Fund under this Article.
- (b) Periodic Reports. The Principal Recipient shall, not later than 45 days after the end of each reporting period indicated in Annex A to this Agreement, report on the progress towards Program objectives and targets for that period indicated in Annex A. The Principal Recipient shall submit periodic reports on the form specified in Annex A. For the period in question, the Principal Recipient shall explain in the report any variance between planned and actual achievements and between planned and actual expenditures.

- (c) Use of Reports. The Principal Recipient acknowledges and agrees that the Global Fund may release in the public domain reports, in whole or in part, that have been submitted by the Principal Recipient to the Global Fund under this Agreement. The Principal Recipient also acknowledges and agrees that the Global Fund may use, reproduce, modify and/or adapt information and other data contained in such reports for any reason whatsoever.

## Article 16. MONITORING AND EVALUATION

The Principal Recipient shall monitor and evaluate the progress of the Program toward its objective, including the activities implemented by Sub-Recipients, in accordance with the monitoring and evaluation plan approved by the Global Fund. The Principal Recipient shall ensure that it receives quality data regarding such progress and report accurately on the Program results.

## Article 17. EVALUATIONS BY THE GLOBAL FUND

The Global Fund may, in its sole discretion, conduct or commission evaluations of the Program, or of specified Program activities, implementing structures or other Program issues. The Global Fund shall specify the terms of reference for any evaluation and an appropriate schedule for conducting it. The Principal Recipient shall, and shall require Sub-recipients to, facilitate the evaluation. Exercise by the Global Fund of this right does not mitigate the obligation of the Principal Recipient to monitor and evaluate the Program.

## Article 18. CONTRACTS FOR GOODS AND SERVICES

- (a) Procurement Practices. The Principal Recipient shall keep the Global Fund continuously informed about the policies and practices that it shall use to contract for goods and services under this Agreement. At a minimum, the policies and practices governing all procurement under the Program shall conform to the requirements (i) through (viii) listed below and, where Health Products are being procured, those in Article 19 of this Agreement. The Principal Recipient shall ensure that such policies and practices are followed at all times.
- i. Contracts shall be awarded on a transparent and, subject only to established exemptions included in written procurement policies and practices provided to the Global Fund, on a competitive basis.
  - ii. All solicitations for contract bids must be clearly notified to all prospective bidders, which shall be given a sufficient amount of time to respond to such solicitation.
  - iii. Solicitations for goods and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate description of the proposed terms and conditions of the contract and the goods or services to be acquired.
  - iv. The conditions of participating in a contract bid shall be limited to those that are essential to ensure the participant's capability to fulfill the contract in question and compliance with domestic procurement laws.
  - v. Contracts shall be awarded only to responsible contractors that possess the ability to successfully perform the contracts.
  - vi. 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.



- vii. The Principal Recipient and its representatives and agents shall not engage in any of the practices described in Article 21(b) in relation to such procurement.
- viii. The Principal Recipient shall maintain records documenting in detail 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) Supply chain. The Principal Recipient shall use its best efforts to ensure optimal reliability, efficiency and security with regard to the supply chain for all products purchased with Grant funds.
- (c) Compliance of Sub-recipients. The Principal Recipient shall ensure that Sub-recipients comply with the requirements of this Article when Sub-recipients undertake procurement of goods and services for the Program.
- (d) Recording. The Principal Recipient shall, and shall ensure that Sub-recipients maintain appropriate records of all fixed assets purchased with Grant funds.
- (e) Title. Title to goods or other property financed by the Global Fund under this Agreement (“Program Assets”) shall be held by the Principal Recipient or a Sub-recipient or other entity approved by the Principal Recipient, unless the Global Fund directs, at any time in its sole discretion, that title be transferred to the Global Fund or another entity nominated by the Global Fund.
- (f) Program Purposes. In accordance with Article 9 of this Agreement, the Principal Recipient shall ensure that all goods and services and activities financed with Grant funds, including those procured and implemented by Sub-recipients, are used solely for Program purposes.

## **Article 19. PHARMACEUTICAL AND OTHER HEALTH PRODUCTS**

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

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

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

i.

- (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





- (b) 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

- ii. 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:
- (a) the WHO Prequalification Programme;
- (b) a Stringent Drug Regulatory Authority;
- (c) or a drug regulatory authority participating in 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 Prequalification Programme 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 mosquito nets, 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.





**NDR-Recognized Laboratories** means Quality Control laboratories selected by NDRA 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](http://www.picscheme.org).

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

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

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

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

- (b) Health Product Management Assessment and PSM plan. Due to the complexity and significant risks of the procurement of Health Products, Grant funds may not be used to finance such procurement until:
- i. the Global Fund has assessed the Principal Recipient's capability to manage such procurement; and
  - ii. 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 Products under the Program is carried out in accordance with the approved PSM Plan. The Principal Recipient must submit any proposed changes to the approved PSM Plan to the Global Fund for approval.

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

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





institution in the Host Country recognized by the Global Fund, but not included in the STG/EML of the WHO, or vice versa.

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

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

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

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

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

- (f) Lowest Possible Price. The Principal Recipient shall use good procurement practices when procuring Health Products, including competitive purchasing from pre-qualified manufacturers and suppliers, as outlined in sub-section (e) above, to attain the lowest possible price of products that comply with the quality assurance standards specified in this Agreement. In determining what constitutes the “lowest possible price”, the Principal Recipient may take into account the unit price for the products, product registration, the delivery and insurance costs, and the delivery timeframe and method. With respect to durable products, the lowest possible price shall take into account the total cost of ownership, including the cost of reagents and other consumables as well as costs for annual maintenance.
- (g) Quality Standards for all Finished Pharmaceutical Products. Grant funds may only be used to procure Finished Pharmaceutical Products that have been authorized for use by the National Drug Regulatory Authority in the Host Country where the products will be used.
- (h) Additional Quality Standards for Antiretroviral, Antimalarial and/or Antituberculosis Finished Pharmaceutical Products. In addition to the quality standards specified in sub-section (g) above, Grant funds may only be used to procure antiretroviral, antimalarial and/or







antituberculosis Finished Pharmaceutical Products that meet one of the following quality standards:

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

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

- (i) Selection Process for Procuring Antiretroviral, Antimalarial and/or Antituberculosis Finished Pharmaceutical Products.
  - i. If there are two or more Finished Pharmaceutical Products Available for the same Product Formulation that are either prequalified by the WHO Prequalification Programme 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.
  - ii. If a Principal Recipient determines that there is only one or no Finished Pharmaceutical Product Available that is prequalified by the WHO Prequalification Programme or authorized for use by a Stringent Drug Regulatory Authority and it wishes to use Grant funds to procure an alternate Finished Pharmaceutical Product, it must request confirmation from the Global Fund that the Principal Recipient's determination is accurate and that the alternate Finished Pharmaceutical Product is currently recommended for use by the Expert Review Panel. If the Global Fund provides this confirmation, the Principal Recipient may enter into a contract with a supplier for the procurement of the alternate Finished Pharmaceutical Product that has been recommended for use by the Expert Review Panel at any time until the end of the ERP Recommendation Period, but the duration of the contract shall not exceed 12 months. That is, the Principal Recipient may not place an order for that Finished Pharmaceutical Product under the contract more than 12 months after the contract is signed.
- (j) Quality Standards for Long-Lasting Insecticidal Mosquito Nets. Grant funds may only be used to procure long-lasting insecticidal mosquito nets that are recommended for use by the WHO Pesticide Evaluation Scheme.
- (k) Quality Standards for All Other Health Products. Grant funds may only be used to procure Health Products other than Finished Pharmaceutical Products or long-lasting insecticidal mosquito nets, if they are selected from lists of pre-qualified products, if any, and comply with quality standards applicable in the Host Country where such products will be used, if any.
- (l) Monitoring Supplier Performance. The Principal Recipient shall monitor the performance of suppliers with respect to the quality of the goods and services they supply and shall submit the information gathered to the Global Fund electronically for publication over the Internet through the Price and Quality Reporting mechanism referred to in sub-section (r).





- (m) Monitoring Product Quality. The Principal Recipient shall have systems in place to monitor the quality of Health Products financed under this Agreement that are acceptable to the Global Fund.
- (n) Quality Control Tests of Finished Pharmaceutical Products
- i. 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.
  - ii. 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 (a) obtain the manufacturer's specifications; (b) remove samples of products and conduct random Quality Control testing while the products are within the possession of the manufacturer; and (c) make the results of such testing public. The cost of any such sampling and testing of the Finished Pharmaceutical Product shall be borne by the Global Fund.
- (o) Supply Chain and Inventory Management. With regard to the supply chain for Health Products financed under the Program, the Principal Recipient shall seek to ensure optimal reliability, efficiency and security.

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





been implemented to manage the storage and distribution of Finished Pharmaceutical Products procured with Grant funds.

- (p) Avoidance of Diversion. The Principal Recipient shall implement and ensure that Sub-recipients implement procedures that will avoid the diversion of Program-financed health products from their intended and agreed-upon purpose. The procedures shall include the establishment and maintenance of reliable inventory management, first-in first-out stock control systems, internal audit systems, and good governance structures to ensure the sound operation of these systems.
- (q) Adherence to Treatment Protocols, Drug Resistance and Adverse Effects. The Principal Recipient shall implement mechanisms to:
- i. encourage patients to adhere to their prescribed treatments (which mechanisms shall include but not be limited to fixed-dose combinations, once-a-day formulations, blister packs, and peer education and support);
  - ii. ensure prescribers' adherence to agreed treatment guidelines;
  - iii. monitor and contain drug resistance; and
  - iv. 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.
- (s) Amendments to this Article. The Global Fund may, from time to time, change all or part of its policy for procurement of Health Products. Notwithstanding Article 31, these policy changes will be reflected through amendments to this Article which shall apply as of the date specified by the Global Fund. The Global Fund shall provide the Principal Recipient with reasonable notice of these policy changes.

## Article 20. INSURANCE AND LIABILITY FOR LOSS, THEFT OR DAMAGE

- (a) Insurance. The Principal Recipient shall maintain, where available at a reasonable cost, all risk property insurance on Program assets and comprehensive general liability insurance with financially sound and reputable insurance companies. The insurance coverage shall be consistent with that held by similar entities engaged in comparable activities.
- (b) Responsibility for Loss or Theft. The Principal Recipient shall be solely liable for the loss or theft of, or damage to any and all items purchased with Grant funds (including those in the possession of Sub-recipients), and, immediately upon any such loss, theft or damage, shall replace such items at its own expense in compliance with the procurement requirements set forth in Article 18 and Article 19 of this Agreement. In addition, the Principal Recipient shall be solely liable for the loss or theft of any cash in the possession of the Principal Recipient or





any of its agents or Sub-recipients and shall have no recourse to the Global Fund for any such loss or theft.

## Article 21. CONFLICTS OF INTEREST; ANTI-CORRUPTION

- (a) Standards of Conduct. The Principal Recipient shall maintain and enforce standards of conduct to govern the performance of persons affiliated with the Principal Recipient or any Sub-recipient (for example, directors, officers, employees or agents) engaged in the award and administration of contracts, grants, or other benefits using Grant funds to ensure that such persons do not engage in any practice set forth in paragraph (b) below.
- (b) No corruption. The Principal Recipient shall not, and shall ensure that no Sub-recipient or person affiliated with the Principal Recipient or any Sub-recipient:
- i. Participate(s) 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;
  - ii. Participate(s) in transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
  - iii. Offer(s), give(s), solicit(s) or receive(s), directly or indirectly, gratuities, favors, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution;
  - iv. misrepresents or omits facts in order to influence the procurement process or the execution of a contract;
  - v. engage(s) in a scheme or arrangement between two or more bidders, with or without the knowledge of the Principal Recipient or Sub-recipient, designed to establish bid prices at artificial, non-competitive levels; or
  - vi. participate(s) in any other practice that is or could be construed as an illegal or corrupt practice in the Host Country.
- (c) Disclosure. If the Principal Recipient has knowledge or becomes aware of any:
- i. actual, apparent or potential conflict between the financial interests of any person affiliated with the Principal Recipient, any Sub-recipient, the CCM, the LFA, or the Global Fund and that person's duties with respect to the implementation of the Program; or
  - ii. any of the practices listed in paragraph (b) above,

the Principal Recipient shall immediately disclose the actual, apparent or potential conflict of interest directly to the Global Fund.

(d) Code of Conduct for Suppliers

The Principal Recipient shall ensure that the Global Fund's Code of Conduct for Suppliers, as amended from time to time, (the "Code of Conduct") shall be communicated to all bidders, suppliers, agents, intermediaries, consultants and contractors (the "Suppliers"). The Principal Recipient acknowledges and agrees that in the event of non-compliance with the Code of



Conduct, to be determined by the Global Fund in its sole discretion, the Global Fund reserves the right not to fund the contract between the Principal Recipient and the Supplier or seek the refund of the Grant funds in the event if the payment has already been made to the Supplier.

## Article 22. USE OF LOGOS OR TRADEMARKS

Use of Global Fund's Logo and Trademarks. The Principal Recipient shall not, and shall require that its Sub-recipients do not use the logo or any trademarks of the Global Fund unless the Principal Recipient and its Sub-recipients have respectively executed valid license agreements with the Global Fund for such use.

## Article 23. NOVATION; TRANSFER OF PRINCIPAL RECIPIENT

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 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 CCM. The Principal Recipient shall cooperate fully with the Global Fund and the CCM to facilitate the transfer.

## Article 24. ADDITIONAL PRINCIPAL RECIPIENTS

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

## Article 25. NOTICES

Any notice, request, document, report, or other communication submitted by either the Principal Recipient or the Global Fund, unless this Agreement expressly provides otherwise, shall be sent to the other party's: (i) Authorized Representative noted in block 15 or 16 of the face sheet of this Agreement, as appropriate; or (ii) The Name/Address for Notices noted in block 13 or 14 of the face sheet of this Agreement, as appropriate. All such documents shall be copied to the CCM. 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 12 of the face sheet of this Agreement. All communications under this Agreement shall be in English.

## Article 26. TERMINATION; SUSPENSION; EXPIRY OF THE PROGRAM TERM

- (a) Sole Discretion of Global Fund. The Global Fund may terminate or suspend this Agreement in whole or in part, for any reason to be determined in its sole discretion, upon giving the Principal Recipient written notice. Any portion of this Agreement that is not terminated or suspended shall remain in full force and effect.
- (b) Procedures Upon Termination or the Expiry of the Program Term. Upon full or partial termination of this Agreement for any reason or the expiry of the Program Term, the Principal Recipient shall, among other procedures which may be requested by the Global Fund:



- i. immediately return to the Global Fund any Grant funds that have not been expended by the Principal Recipient and Sub-recipients as of the date of the termination notice or the expiry date of the Program Term (as applicable), if requested to do so by the Global Fund;
  - ii. provide to the Global Fund a final audited financial report of the Program;
  - iii. provide to the Global Fund an inventory of all assets and receivables purchased with Grant funds; and
  - iv. if so requested by the Global Fund, provide a plan (prepared in consultation with the CCM) for the use of all assets and services referred to in subparagraph iii. above (the “Close-out Plan”). The Close-out Plan shall be subject to the final approval of the Global Fund.
- (c) **Transfer.** Upon the expiry of the Program Term or on the earlier termination of this Agreement, the Global Fund may direct, in accordance with Article 18(e) of this Agreement, that title to any Program Asset be transferred to the Global Fund or another entity nominated by the Global Fund.

## **Article 27. REFUNDS**

Notwithstanding the availability or exercise of any other remedies under this Agreement, the Global Fund may require the Principal Recipient to immediately refund to the Global Fund any disbursement of the Grant funds in the currency in which it was disbursed in any of the following circumstances:

- (a) this Agreement has been terminated or suspended;
- (b) there has been a breach by the Principal Recipient of any provision of this Agreement;
- (c) the Global Fund has disbursed an amount to the Principal Recipient in error; or
- (d) the Principal Recipient has made a material misrepresentation with respect to any matter related to this Agreement.

## **Article 28. LIMITS OF GLOBAL FUND LIABILITY**

- (a) The Global Fund shall be responsible only for performing the obligations that are specifically set forth in this Agreement. Except for those obligations, the Global Fund shall have no liability to the CCM (or any member thereof), the Principal Recipient, Sub-recipients, any employees or any contractor thereof or any other person or entity as a result of this Agreement or the implementation of the Program. Any financial or other liability that may arise as a result of the implementation of the Program shall be the sole responsibility of the Principal Recipient.
- (b) The Principal Recipient implements the Program on behalf of the CCM 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. The Principal Recipient shall not, under any circumstances, represent that



it is an agent of the Global Fund, and shall take all reasonable precautions to avoid any perception that such relationship exists.

## **Article 29. INDEMNIFICATION**

The Principal Recipient shall defend, indemnify and hold harmless the Global Fund, its directors, officers and employees and any of the Global Fund's agents and contractors from and against (i) any and all losses of the Global Fund, its officers and employees, and (ii) any and all claims, liabilities suits, actions (including charges, disbursements and reasonable fees of counsel), proceedings, damages, expenses and obligations of any kind that may be incurred by the Global Fund or asserted against the Global Fund, its officers and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omission of the Principal Recipient and its agents, employees, Sub-recipients, assignees, transferees, delegees or successors, for which the Principal Recipient retains responsibility.

## **Article 30. IMPLEMENTATION LETTERS**

To assist the Principal Recipient in the implementation of this Agreement, the Global Fund shall issue, from time to time, implementation letters that shall provide additional information and guidance about matters stated in this Agreement.

## **Article 31. MODIFICATION OR AMENDMENT**

No modification of this Agreement shall be valid unless in writing and signed by an authorized representative of the Global Fund and an authorized representative of the Principal Recipient. Any change to the terms of this Agreement shall be made in an implementation letter signed by the parties to this Agreement.

## **Article 32. DISSEMINATION OF INFORMATION**

The Principal Recipient understands that the Global Fund reserves the right to freely publish or disseminate information derived from the implementation of this Program.

## **Article 33. NONWAIVER OF REMEDIES**

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

## **Article 34. 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 35. ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (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. The appointment authority for such arbitrator shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be three. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English.

### **Article 36. APPLICABLE LAW**

This Agreement shall be governed by the UNIDROIT Principles (2004).

### **Article 37. ENTIRE AGREEMENT**

This Agreement and any annexes and attachments hereto constitute the entire agreement between the Parties and set out all the conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any attachments hereto.

### **Article 38. EFFECTIVE DATE**

This Agreement, prepared in two originals, shall become effective on the date of its signature by both the Principal Recipient and the Global Fund, acting through their duly Authorized Representatives identified in blocks 15 and 16 of the face sheet of the Agreement.

### **Article 39. SURVIVAL**

- (a) All covenants, agreements, representations and warranties made by the Principal Recipient in this Agreement shall be considered to have been relied upon by the Global Fund and shall survive the execution and delivery of this Agreement, regardless of any investigation made by the Global Fund or on its behalf and notwithstanding that the Global Fund may have had notice or knowledge of any fact or incorrect representation or warranty at any time in the Program Term, and shall continue in full force and effect until the RCC-I Ending Date, or, if a RCC-II Approval is issued by the Global Fund, the RCC-II Ending Date.
- (b) The provisions of Article 6 (Covenants Of The Principal Recipient), Article 8 (Local Fund Agent), Article 9 (Management Of Grant Funds), paragraphs (a), (f) and (g) of Article 13 (Audits And Records), paragraph (c) of Article 15 (Programmatic Progress Reports), Article 17 (Evaluations By The Global Fund), Article 18 (Contracts For Goods And Services), Article 19 (Pharmaceutical And Other Health Products), Article 20 (Insurance And Liability For Loss, Theft Or Damage), Article 21 (Conflicts Of Interest; Anti-Corruption), Article 27 (Refunds), Article 28 (Limits Of Global Fund Liability) and Article 29 (Indemnification) shall survive and remain in full force and effect regardless of the expiry of the Program Term or the termination of this Agreement.

### **Article 40. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which will constitute one and the same agreement.



## Article 41. PRIVILEGES AND IMMUNITIES

- (a) Nothing in or related to this Agreement may be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund under (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws including but not limited 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.
- (b) The Principal Recipient will use its best efforts, upon the request of the Global Fund, to secure recognition by the Host Country of the Global Fund as an institution to which the privileges and immunities normally granted to international organizations apply.

## Article 42. TRUSTEE

The Global Fund and the International Bank for Reconstruction and Development (the "World Bank") have entered into an agreement 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. All of the obligations of the Global Fund under this Agreement are obligations of the Global Fund and the World Bank has no personal liability for the obligations of the Global Fund under this Agreement.

## Article 43. ACRONYMS

If used in this Agreement (including in the Program Implementation Description and any other annex or attachment to this Agreement), the following acronyms have the meanings ascribed to them below:

Acronym	Meaning
ACT	Artemisinin-based combination therapy
AIDS	Acquired immune deficiency syndrome
ANC	Antenatal Clinic
ART	Antiretroviral therapy
ARV	Antiretroviral
BCC	Behavioral change communication
BSS	Behavior Surveillance Survey
CBO	Community-based organization
CCM	Country Coordinating Mechanism
CRIS	Country response information system
CSW	Commercial sex worker
CT	Counseling and testing
DDT	Dichlorodiphenyltrichloroethane
DFID	United Kingdom Department for International Development
DHS	Demographic and Health Surveys
DOTS	Directly Observed Treatment, Short Course
DRS	Drug resistance surveillance
DST	Drug susceptibility testing
FBO	Faith-based organization



Investing in our future

**The Global Fund**

To Fight AIDS, Tuberculosis and Malaria

GLC	Green Light Committee
GTZ	German Technical Cooperation
HAART	Highly active antiretroviral therapy
HCW	Health care worker
HIS	Health Information System
HIV	Human immunodeficiency virus
IDU	Injecting drug user
IEC	Information education and communication
IPT	Intermittent preventive treatment
IRS	Indoor residual spraying
ITN	Insecticide-treated net
KAP	Knowledge, Attitudes and Practices survey
LFA	Local Fund Agent
LLITN	Long-lasting insecticide treated net
MDG	United Nations Millennium Development Goals
MDR	Multi-drug resistant
M&E	Monitoring and Evaluation
MERG	Monitoring and Evaluation Reference Group
MICS	Multi indicator cluster surveys
MoH	Ministry of Health
MSM	Men who have sex with men
NAC	National AIDS Committee
NAP	National AIDS Programme
NGO	Non-governmental organization
NMCP	National malaria control program
NTP	National tuberculosis control program
OI	Opportunistic infection
OVC	Orphans and children made vulnerable by AIDS
PAHO	Pan American Health Organization
PHC	Primary Health Care
PEP	Post-Exposure Prophylaxis
PMTCT	Prevention of Mother to Child Transmission
PLWHA	Persons living with HIV/AIDS
PPTCT	Prevention of Parent to Child Transmission
PR	Principal Recipient
RBM	Roll Back Malaria
RCM	Regional Coordinating Mechanism
RDT	Rapid diagnostic test
SR	Sub-recipient
STD	Sexually transmitted disease
STI	Sexually transmitted infection
TB	Tuberculosis
UNAIDS	Joint United Nations Programme on HIV/AIDS
UNCITRAL	United Nations Commission on International Trade Law
UNDP	United Nations Development Programme
UNESCO	United Nations Educational Scientific and Cultural Organization
UNFPA	United Nations Population Fund
UNGASS	United Nations General Assembly Special Session
UNICEF	United Nations Children's Fund
UNIDROIT	International Institute for the Unification of Private Law



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**The Global Fund**

To Fight AIDS, Tuberculosis and Malaria

**STANDARD TERMS AND CONDITIONS PAGE 24**

USAID	United States Agency for International Development
VCT	Voluntary counseling and testing
WHO	World Health Organization
WHOPES	WHO Pesticide Evaluation Scheme



## ANNEX A to the AMENDED AND RESTATED GRANT AGREEMENT

### Program Implementation Description

<b>Country:</b>	<b>Republic of Guatemala</b>
<b>RCC Program Title:</b>	<b>Containing the Spread of HIV in Guatemala: Intensification of Preventive and Comprehensive Care Services for Vulnerable Groups and Priority Zones</b>
<b>Grant Number:</b>	<b>GUA-311-G05-H</b>
<b>Disease:</b>	<b>HIV/AIDS</b>
<b>Principal Recipient:</b>	<b>Humanist Institute for Cooperation with Developing Countries - HIVOS</b>

**Capitalized terms and acronyms used but not defined in this Annex A or the attachments to this Annex A have the meaning given to them in the Standard Terms and Conditions of this Agreement.**

**In the event of any conflict between the terms of this Annex A and any provision of the Standard Terms and Conditions of this Agreement, the terms of this Annex A shall prevail.**

#### **A. PROGRAM DESCRIPTION**

##### **1. Background and Summary:**

According to the UNAIDS estimates, 62,000 people were living with HIV/AIDS in Guatemala in 2009, up from 31,000 in 2001, with almost a third of all cases occurring in women (UNAIDS Report on the Global AIDS Epidemic, 2010). Guatemala currently has the third highest prevalence rate in Central America (0.8%), after Belize and Panama, with 2,600 AIDS-related deaths registered as of 2009 (UNAIDS).

The HIV epidemic in Guatemala is concentrated in men who have sex with men (MSM), male and female commercial sex workers (CSWs) and their clients, and in other vulnerable groups, including prisoners and injecting drug users (IDUs). The prevalence rate reaches 18.3% among MSM, and 1.09% among CSWs. 94% of all HIV infections are sexually transmitted. 10,362 people were on ARTs in Guatemala as of December 2009, with 440 pregnant women receiving ARVs to prevent mother-to-child transmission in 2009 (UNAIDS Report on the Global AIDS Epidemic, 2010).

No reliable data is available on prevalence among indigenous groups and children, however high prevalence rates among women of childbearing age normally results in an increasing number of infected children, many of which are also orphaned. Access to health, education and job opportunities are still reduced, especially for indigenous people and women. Stigma and discrimination against persons living with HIV/AIDS (PLWHA) remain strong. Provision of care represents 63% of AIDS expenditure, but the sustainability of care is not guaranteed, antiretroviral drugs for resistant patients are still a challenge, and HIV tests are not available nationwide (UNAIDS 2009 fact sheet).

In 2004, Guatemala received support from the Global Fund to fund a program to significantly reduce the rate of transmission, morbidity and mortality due to HIV/AIDS in Guatemala. This program, implemented by the international NGO World Vision, successfully implemented a wide range of activities, including the behavioral change communication projects for vulnerable groups; improvement of treatment facilities, stigma reduction, trainings, and counseling services for PLWHA; expansion of ARV therapy and the network of clinics that provide it; distribution of quality condoms; and improvement in the care and treatment given to expecting mothers.

These activities are being continued and further expanded in the Rolling Continuation Channel (RCC) phase of the Program, which is implemented jointly by the Humanist Institute for Cooperation with Developing Countries (HIVOS, the “Principal Recipient”) and the Ministry of Health and Social Assistance of the Government of the Republic of Guatemala.

The Program constitutes a scaling-up of prevention and comprehensive care services for HIV/AIDS in Guatemala through progressive geographical extension and the introduction of new strategies to reach more people with fewer resources. The Program will predominantly concentrate on reaching highly vulnerable populations, pregnant women and people living with the disease. In addition, the Program will extend the services of voluntary counseling and testing (VCT), prevention and treatment of sexually transmitted infections (STIs), condom distribution and behavior change communication to steady sex partners of the vulnerable populations’ members that generally constitute a bridge population to other groups.

**2. Goal:**

To contain the spread of HIV in Guatemala and ensure the survival and the quality of life of people living with HIV/AIDS.

**3. Target Groups/Beneficiaries:**

- Men who have sex with men (MSM);
- Female Sex Workers (FSW);
- At-risk young people under the age of 18 (YR);
- People deprived of liberty (PDL);
- Regular sex partners of FSW and PDL;
- PLWHA and their families;
- Expecting mothers who have HIV; and
- NGOs, civil society organizations and other institutions, public or private, working on HIV/AIDS.

**4. Strategies:**

- Targeting prevention activities towards the most vulnerable populations in the areas with the highest incidence of HIV/AIDS;
- Fostering and promoting the participation of civil society in the fight against HIV/AIDS;
- Increasing access to VCT and other HIV/AIDS-related services for pregnant women;
- Increasing access to comprehensive HIV/AIDS treatment in priority areas;
- Scaling-up integral prevention and care as a result of the geographic spread and the introduction of new strategies for an increase in coverage with fewer resources; and
- Expanding prevention and treatment activities towards new regions that have grown in priority since the start of the Round 3 Global Fund-funded HIV program (GUA-304-G01-H), and towards populations linked to the most vulnerable groups (their regular sex partners).

**5. Planned Activities:**

**Objective 1:** Prevent the spread of HIV through a package of interventions targeting vulnerable groups in areas of the country with the highest incidence and prevalence of HIV:

- Increasing condom use, particularly among sexual minorities, FSWs, PLWHA, young people in vulnerable situation, PDL;
- Providing special groups (MSM, FSW, YR, PDL, PLWHA, RM, as well as their regular sexual partners) with a “comprehensive correct knowledge” of HIV;

- Conducting face-to-face BCC activities, using peer educators recruited among sexual minorities; sex workers, at-risk youth and people deprived of liberty;
- Decreasing the risk of transmission related to the presence of STIs, particularly ulcerative STIs, by promoting preventive measures as well as treatment of STIs, particularly in the context of anal sex and sex with FSWs;
- Expanding testing and counseling activities to female sex workers, members of sexual minorities, people with STIs, persons deprived of liberty (PDL), at-risk young people in vulnerable situation, risk men and pregnant women; and
- Testing spouses and family members of PLWHA, including husbands and children of HIV-positive pregnant women, in order to significantly reduce the transmission of HIV by HIV-positive people that know their status.

**Objective 2.** Strengthen the capacity of civil society organizations to mobilize the population of Guatemala against HIV:

- Carrying out a mapping exercise of grassroots community organizations; and
- Developing an organizational capacity assessment and intervention framework that will include:
  - a) capacity-building, primarily in the area of advocacy and community mobilization;
  - b) mobilization of the various natural constituencies of the NGO sub-recipients via these grass-roots/NGO alliances; and
  - c) specific actions to sensitize leaders of the Government of Guatemala on the issue of HIV with a particular focus on increasing the Government's own cash contributions to the fight against HIV, on introducing sex education in schools, and on fighting stigma and discrimination against PLWHA and sexual minorities.

**Objective 3.** Eliminate new cases of infant HIV:

- Effectively controlling mother-to-child transmission of HIV;
- Providing prophylaxis to HIV-positive pregnant women along the lines recommended by the WHO; and
- Promoting infant-feeding practices along the lines recommended by the WHO.

**Objective 4.** Increase the number of persons with HIV disease treated with antiretroviral drugs:

- Targeting specific populations at high risk and contributing to the expansion of anti-retroviral treatment (ART) so as to increase the survival of people who need it;
- Through intensive educational activities, creating a pool of knowledge amongst beneficiaries that will allow individual members of target groups to take the necessary individual steps to protect themselves against HIV;
- Providing follow-up by self-support organizations to people on antiretroviral treatment to reinforce adherence and motivate restarting treatment among those who have abandoned; and
- Providing reference testing for opportunistic infections to achieve faster and more precise diagnosis that would lead to a more effective management of the main opportunistic infections (fungus, sexually transmitted infections and tuberculosis).

**B. CONDITIONS PRECEDENT TO DISBURSEMENT**

**1. Conditions Precedent to First Disbursement in RCC-I (Terminal Date as stated in block 7A of the Face Sheet)**

The first disbursement of Grant funds by the Global Fund to the Principal Recipient is subject to the satisfaction of each of the following conditions:

- a. the delivery by the Principal Recipient to the Global Fund of a statement confirming the bank account into which the Grant funds will be disbursed as indicated in block 10 of the face sheet of this Agreement; and

b. the delivery by the Principal Recipient to the Global Fund of a letter signed by the Authorized Representative of the Principal Recipient setting forth the name, title and authenticated specimen signature of each person authorized to sign disbursement requests under Article 10 of the Standard Terms and Conditions of this Agreement and, in the event a disbursement request may be signed by more than one person, the conditions under which each may sign.

**2. Conditions Precedent to Use of Grant funds for Training Activities (Terminal Date as stated in block 7B of the Face Sheet)**

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

- a. the delivery by the Principal Recipient to the Global Fund of the detailed plan and the detailed budget related to the trainings that will be conducted (the “Detailed Training Plan and Budget”). In particular such a plan shall demonstrate that no duplication of training activities will occur, that trainings are linked to Program’s Objectives, that the quality of trainings is assessed and that cash transactions related to cost of organization and per diems are limited whenever possible; and
- b. the written approval by the Global Fund of the Detailed Training Plan and Budget.

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

- 1. By no later than 28 February 2011, the Principal Recipient shall deliver to the Global Fund a revised plan for the procurement, use and supply management of the Health Products for the Program as described in subsection (b) of Article 19 of the Standard Terms and Conditions of this Agreement (the “Revised PSM Plan”), prepared jointly with the Ministry of Health and Social Assistance of the Republic of Guatemala. The Revised PSM Plan shall be aligned with the approved Performance Framework, in particular with respect to the number of condoms and rapid diagnostic tests to be procured with Grant funds, and shall be subject to written approval by the Global Fund.
- 2. By no later than 31 March 2011, the Principal Recipient shall deliver to the Global Fund a Program Management Manual, in form and substance satisfactory to the Global Fund, that shall include, without limitation, the following:
  - i. a description of the roles and responsibilities of the Principal Recipient’s Program staff;
  - ii. a description of the procedure that will be applied to recruit additional Program staff, if required;
  - iii. a description of financial management processes to be used by the Principal Recipient during Program implementation;
  - iv. a description of the procedure that will be applied to make disbursements of Grant funds to Sub-recipients; and
  - v. a description of the procedure that will be applied to procure goods and services for the Program.
- 3. By no later than 31 May 2011, the Principal Recipient shall deliver to the Global Fund evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has retained a sufficient number of persons with appropriate qualifications and experience in the following functional areas:
  - i. Program management;
  - ii. Financial management and reporting;
  - iii. Monitoring and evaluation of Program activities; and
  - iv. Procurement and supply management of Health Products for the Program.

4. By no later than 31 March 2011, the Principal Recipient shall deliver to the Global Fund a detailed budget for each of the special studies identified in the budget lines 5.6.15, 5.6.17 and 5.6.19 of the detailed budget, as approved by the Global Fund (the “Year 1 Special Studies Budget”). The use of funds by the Principal Recipient for conducting these studies is subject to the written approval by the Global Fund of the Year 1 Special Studies Budget.
5. By no later than 30 September 2011, the Principal Recipient shall deliver to the Global Fund a detailed budget for each of the special studies identified in the budget lines 5.6.13, 5.6.16 and 5.6.18 of the detailed budget, as approved by the Global Fund (the “Year 2 and 3 Special Studies Budget”). The use of funds by the Principal Recipient for conducting these studies is subject to the written approval by the Global Fund of the Year 2 and 3 Special Studies Budget.
6. By no later than 30 June 2011, the Principal Recipient shall deliver to the Global Fund an action plan, in form and substance satisfactory to the Global Fund, to strengthen the procurement and health product management (PHPM) capacity of the Principal Recipient in coordination with in-country partners, based on the results of the assessment carried out by USAID in 2010.
7. The disbursement of Grant funds by the Principal Recipient to Sub-recipients is subject to the delivery by the Principal Recipient to the Global Fund of:
  - a. Evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has assessed the capacity of each Sub-recipient and confirmed that each Sub-recipient either meets the minimum Global Fund requirements in relation to financial management or has developed a capacity building plan to address any significant weaknesses identified; and
  - b. A Sub-recipient management plan, in form and substance satisfactory to the Global Fund, that includes, without limitation, the expected implementation arrangements for each Sub-recipient, including their planned results and contributions to the Program; a detailed budget and workplan for each Sub-recipient; Sub-recipient oversight measures to be implemented by the Principal Recipient; and Sub-recipient audit arrangements.
8. The Principal Recipient acknowledges and agrees that all key Program staff shall be provided with employment contracts with duration suitable to allow for the implementation of the Program until the RCC-I Ending Date. Any material change to the employment contracts of key Program staff, including termination of such contracts, shall be justified by the Principal Recipient and approved by the Global Fund.
9. The Principal Recipient acknowledges and agrees that the delivery of Health Products procured through the Voluntary Pooled Procurement (VPP) mechanism by the VPP procurement agent to the Principal Recipient shall be subject to the delivery by the Principal Recipient to the Global Fund of evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has initiated a public and competitive selection process of a suitably qualified entity or entities to conduct distribution, storage and inventory management of Health Products conforming to internationally recognized standards (Good Storage Practices) for the storage of Health Products (the “Logistical Operator”). The terms of reference for the selection of the Logistical Operator shall be subject to the written approval by the Global Fund prior to initiation of the selection process.
10. By no later than 31 May 2011, the Principal Recipient shall deliver to the Global Fund evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has finalized the selection process of a Logistical Operator referred to in Section C.9 above, and established a contract of services with such Logistical Operator for the period ending 30 September 2012 (the “Logistical Operator Contract”). The Logistical Operator Contract shall be reviewed by the LFA and approved by the Global Fund prior to its signature by the Principal Recipient and the Logistical Operator.



11. By no later than 30 June 2011, the Principal Recipient shall submit to the Global Fund a costed Action Plan, in form and substance satisfactory to the Global Fund, for monitoring and evaluation systems strengthening, prepared in collaboration with the Ministry of Health and Social Assistance of the Government of the Republic of Guatemala and in-country partners (the “M&E Systems Strengthening Action Plan”). The M&E Systems Strengthening Action Plan shall include but not be limited to activities aimed at strengthening a unified national health information system and developing the national monitoring and evaluation plan. The M&E Systems Strengthening Action Plan shall include, without limitation, the timeline for completion of identified M&E strengthening actions, the costs for these actions, and the person or entity responsible for completing each identified action.
12. By no later than 31 December 2012, the Principal Recipient shall deliver to the Global Fund evidence, in form and substance satisfactory to the Global Fund, that it has developed and implemented in collaboration with the Ministry of Health and Social Assistance of the Government of the Republic of Guatemala a joint M&E system that allows the Principal Recipient:
  - a) to collect, store, analyze, use and disseminate the data collected from Program activities; and
  - b) to use a single national patient registry.

**D. FORMS APPLICABLE TO THIS AGREEMENT**

For purposes of Article 15(b) of the Standard Terms and Conditions of this Agreement entitled “Periodic Reports,” the Principal Recipient shall use the “On-going Progress Update and Disbursement Request”, available from the Global Fund upon request.

**E. ANTICIPATED DISBURSEMENT SCHEDULE**

For the purposes of Article 10(a) of the Standard Terms and Conditions of this Agreement, the anticipated disbursement schedule for the Program shall be set according to the schedule established in the Performance Framework attached to this Grant Agreement.

**F. THE GLOBAL FUND STAGGERED FUNDING COMMITMENT POLICY**

At the time of signing this Agreement, the Global Fund shall set aside (“commit”) funds up to the amount of the First Commitment indicated in block 8 of the face sheet, subject to the terms and conditions of this Agreement. A Second Commitment of Grant funds up to the amount indicated in block 8 of the face sheet (the “Second Commitment”) may be committed under this Agreement not earlier than 18 months after RCC-I Starting Date. Any Second Commitment shall be undertaken in a manner consistent with the Global Fund’s discretion and authority as described in Article 10 of this Agreement, taking into account, among other things, the reasonable cash flow needs of the Principal Recipient. The Second Commitment under this Program may be committed under this Agreement upon written notice sent by the Global Fund to the Principal Recipient (the “Second Commitment Notice”). The Principal Recipient acknowledges and understands that the Second Commitment may not be released in full or part by the Global Fund in the event of non-compliance by the Principal Recipient to the terms of this Agreement, based on the sole judgment of the Global Fund.

Performance Framework 6, 7 & 8/ RCC Year 1, 2 & 3: Indicators, Targets and Periods Covered

HIV

Program Details

Country:	Republic of Guatemala
Disease:	HIV/AIDS
Grant number:	GUA-311-G05-H
Principal Recipient:	Humanist Institute for Cooperation with Development Countries (HIVOS)

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

	P19	P20	P21	P22	P23	P24	P25
Period Covered: from	1-Oct-10	1-Jul-11	1-Jan-12	1-Jul-12	1-Oct-12	1-Jan-13	1-Jul-13
Period Covered: to	30-Jun-11	31-Dec-11	30-Jun-12	30-Sep-12	31-Dec-12	30-Jun-13	30-Sep-13
Date Progress Update due	15-Aug-11	15-Jan-12	15-Aug-12	15-Nov-12	15-Feb-13	15-Aug-13	15-Nov-13
Disbursement Request ? (Y,N)	Y	Y	Y	N	Y	Y	Y

	Year 6	Year 7	Year 8
Audit Report Due Date:	30-Jun-12	30-Jun-13	30-Jun-14

B. Program Goal, impact and outcome indicators

Goals:	
1	To contain the spread of HIV in Guatemala and ensure the survival and the quality of life of people living with HIV/AIDS

Impact indicator number	Indicator	Baseline <sup>1</sup>			Current status <sup>2</sup>			Targets						Comments*			
		value	Year	Source	value	Year	Source	Year 6 2011	Report due date	Year 7 2012	Report due date	Year 8 2013	Report due date		Year 9 2014	Year 10 2015	Year 11 2016
1	Porcentaje de población en mayor riesgo (hombres que tienen relaciones sexuales con hombres) con VIH Percentage of men who have sex with men who are HIV-infected	18.3	2005	Integrated bio-behavioral survey	7.6	2010	Integrated bio-behavioral survey			11	Sep-12				10		2010 results are not comparable with 2012 and 2015 results due to differences in survey methodology. MSPAS responsible for reporting in all impact and outcome indicators.
2	Porcentaje de población en mayor riesgo (mujeres trabajadoras del sexo) con VIH Percentage of female sex workers who are HIV-infected	1.09	2005	Integrated bio-behavioral survey	3.8	2010	Integrated bio-behavioral survey			2	Sep-12				2		Data source: Integrated bio-behavioral survey. 2010 results are not comparable with 2012 and 2015 results due to differences in survey methodology.
3	Porcentaje de población en mayor riesgo (jóvenes en riesgo) con VIH Percentage of at-risk-youth who are HIV-infected	No data			No data					Baseline established	Sep-12				TBD		Data source: Integrated bio-behavioral survey. Definition of at-risk-youth: street children, youth under 18 years in gang, youth under 18 in institutions, youth under 18 that are residents in low socio-economic settings, out-of-school youth and those working in the informal economy.
4	Porcentaje de población en mayor riesgo (personas privadas de libertad) con VIH Percentage of people prisoners who are HIV-infected	3.24	2005	Integrated bio-behavioral survey	No data					3	Sep-12				3		Data source: Integrated bio-behavioral survey. Targets have been increased from original proposal targets with the support from UNAIDS in Guatemala.
5	Porcentaje de niños con VIH, nacidos de madres con VIH Percentage of infants born to HIV-infected mothers who are infected	30	2005	Global data estimates	30	2009	Spectrum	24		22	Dec-12	18		14	8	5	Data source: Spectrum
6	Porcentaje de adultos y niños con VIH que sigue con vida y se tiene constancia de que continúa en tratamiento 12 meses después de haber iniciado la terapia con antiretrovirales Percentage of adults and children with HIV known to be on treatment 12 months after initiation of antiretroviral therapy	78.11	2005	World Vision study using ART register	82.61	2010	UNGASS REPORT	83		86	Dec-12	90		92	93	95	Data source: ART registers.

Outcome indicator number	Indicator	Baseline <sup>1</sup>			Current status <sup>2</sup>			Targets						Comments*			
		value	Year	Source	value	Year	Source	Year 6 2011	Report due date	Year 7 2012	Report due date	Year 8 2013	Report due date		Year 9 2014	Year 10 2015	Year 11 2016
1	Porcentaje de hombres que afirman haber empleado el preservativo la última vez que tuvieron sexo anal con una pareja masculina Percentage of men reporting the use of a condom the last time they had anal sex with a male partner	77	2005	Integrated bio-behavioral survey	71.92%	2010	Integrated bio-behavioral survey			75	Sep-12				90		Data source: Integrated bio-behavioral survey.
2	Porcentaje de mujeres trabajadoras sexuales que afirma haber utilizado un preservativo con su último cliente Percentage of female sex workers reporting the use of a condom with their most recent client	96	2005	Integrated bio-behavioral survey	95.35	2010	Integrated bio-behavioral survey			97	Sep-12				98		Data source: Integrated bio-behavioral survey.
3	Porcentaje de jóvenes en Riesgo que afirman haber empleado el preservativo la última vez que tuvieron relaciones sexuales Percentage of at-risk-youth reporting the use of a condom the last time they had sex	No data			No data					Baseline established	Sep-12				TBD		Data source: Integrated bio-behavioral survey.
4	Porcentaje de personas privadas de libertad que afirman haber empleado el preservativo la última vez que tuvieron relaciones sexuales Percentage of prisoners reporting the use of a condom the last time they had sex	12.5	2007	World Vision	26.1	2010	Integrated bio-behavioral survey			25	Sep-12				50		Data source: Integrated bio-behavioral survey.

\* please specify source of measurement for indicator in case different to baseline source

**C. Program Objectives, Service Delivery Areas and Indicators**

Objective Number		Objective description																		
1		Prevent the spread of HIV through a package of interventions targeting most at risk populations in areas of the country with the highest incidence and prevalence of HIV																		
2		Strengthen the capacity of civil society to mobilize the population of Guatemala against HIV																		
3		Eliminate new cases of infant HIV																		
4		Increase the number of persons with HIV disease treated with antiretroviral drugs																		
Objective / Indicator Number	Service Delivery Area	Indicator	Baseline (if applicable)			Phase 2		Periodical targets for year 6, 7 and 8						Tied to	Targets cumulative Y-over program term Y-cumulative annually N-not cumulative	Baselines included in targets (Y/N)	Top 10 indicator	Indicator Coding (to be filled in by Secretariat)	Comments	
			Value	Year	Source	Targets (end of phase 2)	Latest Results	P19 Oct - June 2011 9 months	P20 July - Dec 2011 6 months	P21 Jan 2012 - June 2012 6 months	P22 July 2012- Sept 2012 3months	P23 Oct 2012 - Dec 2012 3 months	P24 Jan 2013 - June 2013 6 months							P25 July 2013 - Sept 2013 3 months
1.1	Condom	Número de preservativos distribuidos a miembros de poblaciones en mayor riesgo Number of condoms distributed to most-at-risk populations	20,000 (to MSM)	2003	Program reports	24,118,203	22,845,931	3,214,129	4,285,506	2,293,595	3,440,393	4,587,190	2,539,399	5,078,798	Global Fund	Y - cumulative annually	N	Top 10 indicator	Top 10 - condoms distributed	Condoms will be distributed to MSM, SW, prisoners, at-risk youth, partners of SW, partners of prisoners, PLWH, and at-risk men
1.2	BCC - community outreach and schools	Número de contactos de HSH hechos por los educadores Number of contacts made with MSM by outreach workers	No data			N/A	N/A	9,366	6,610	6,976	3,828	3,838	8,334	4,167	Global Fund	N - not cumulative	N	Top 10 indicator	Top 10 - Outreach: Special groups	In order to consider a contact as "reached", the contact must have received at least one prevention service and one BCC intervention. Prevention services include distribution of condoms, referral for testing for HIV and syphilis and STIs. BCC interventions include promotion of VCT, adequate condom use, self-care, self-identification of risk, promotion of public and private health services for the prevention of STIs and HIV, and education on individuals' rights to health.
1.3	BCC - community outreach and schools	Número de contactos de MTS hecho por educadores Number of contacts made with female sex workers by outreach workers	No data			N/A	N/A	7,905	5,488	5,706	2,967	2,967	6,160	3,080	Global Fund	N - not cumulative	N	Top 10 indicator	Top 10 - Outreach: Special groups	In order to consider a contact as "reached", the contact must have received at least one prevention service and one BCC intervention. Prevention services include distribution of condoms, referral for testing for HIV and syphilis and STIs. BCC interventions include promotion of VCT, adequate condom use, self-care, self-identification of risk, promotion of public and private health services for the prevention of STIs and HIV, and education on individuals' rights to health.
1.4	BCC - community outreach and schools	Porcentaje de poblaciones en mayor riesgo que identifican correctamente las formas de prevenir la transmisión sexual del VIH y rechazan las principales ideas incorrectas sobre la transmisión del virus Percentage of most-at-risk populations that correctly identify ways of preventing the sexual transmission of HIV and who reject the major misconceptions about HIV transmission	MSM 28%; SW: 22%; Prisoners: 28%; At-risk-youth: 24%	2010	KAP survey						40%				National Program	N - not cumulative	N	Not top 10	Not top 10	Results to be reported in total average as well as disaggregated by MSM, FSW, prisoners and at risk youth. Due to methodological differences, 2010 results not comparable with 2013 and 2015 results.
1.5	STI diagnosis and treatment	Número de casos en poblaciones en mayor riesgo diagnosticados y tratados por ITS Number of cases of sexually transmitted infections diagnosed and treated among most-at-risk groups	370	2003	Health Information System	4327	4288	2,676	4,474	1,819	2,728	3,637	1,838	2,757	Current Grant	Y - cumulative annually	N	Not top 10	Not top 10	
1.6	Testing and Counseling	Número de sesiones de prueba y asesoramiento proviedos a poblaciones en mayor riesgo Number of HIV testing and counseling sessions provided to most-at-risk populations including provision of test results				N/A	N/A	24,135	44,420	26,729	40,093	53,457	33,474	50,211	Current Grant	Y - cumulative annually	N	Top 10 indicator	Top 10 - People reached with HIV Counseling and Testing	Results to be reported as a total and disaggregated by at-risk-group.
1.7	Testing and Counseling	Porcentaje de personas de poblaciones en mayor riesgo que se hicieron la prueba de VIH durante los últimos 12 meses y conocen los resultados Percentage of most-at-risk populations who received an HIV test in the last 12 months and who know their results	MSM: 38%; SW: 73%; Prisoners: 52%; At-risk-youth: 15%	2010	End line survey (world vision)	N/A	N/A				67%				National Program	N - not cumulative	N	Top 10 indicator	Top 10 - People reached with HIV Counseling and Testing	Results to be reported as a total and disaggregated by at-risk-group. Due to methodological differences, baseline and targets will not be comparable.
2.1	Strengthening of civil society and institutional capacity building	Número de redes, ONG y organizaciones de base comunitaria que trabajan con poblaciones en mayor riesgo, fortalecidas Number of networks, NGOs and community-based organizations that work with most-at-risk populations strengthened	No data			N/A	N/A	16	21			24		27	Current Grant	Y - over program term	N	Not top 10	Not top 10	

3.1	PMTCT	Número de embarazadas que se hicieron una prueba de VIH y conocen sus resultados Number of pregnant women who were tested for HIV and who know their results	5,000 5%	2003	Program reports	264,000	296,595	24,774	42,176	18,516	27,774	37,032	19,200	28,800	Current Grant	Y - cumulative annually	N	Top 10 indicator	Top 10 - People reached with PMTCT	
3.2	PMTCT	Número de mujeres embarazadas con VIH que recibió ARV para reducir riesgo de transmisión materno-infantil Number of HIV-positive pregnant women who received antiretrovirals to reduce the risk of mother-to-child transmission	40	2003	Program reports	753	952	198	337	148	222	296	154	231	Current Grant	Y - cumulative annually	N	Top 10 indicator	Top 10 - People reached with PMTCT	Targets are based on an assumption that 0.08% of pregnant women that are tested for HIV will be HIV positive.
4.1	Antiretroviral treatment (ARV) and monitoring	Número de adultos y niños con VIH avanzado que actualmente reciben terapia antiretroviral Number of adults and children with advanced HIV infection currently receiving antiretroviral therapy	2,140	2003	Program reports	8,299	9,748 Oct 2010	11,620	12,907	14,233	14,896	15,559	16,885	17,548	National Program	Y - over program term	N	Top 10 indicator	Top 10 - People on ARVs	Targets are shared by MSPAS and HIVOS. Targets reflect all patients on treatment in country except for those patients receiving treatment through IGSS (Guatemala Social Security Institute) and the military. HIVOS' contribution to the targets are: P19-20: 6,365 patients P21-22: 7,505 patients P23-24: 8,360 patients Out of these HIVOS patients, 60% are paid for from government funds and 40% from the Global Fund.
4.2	Prophylaxis and treatment for opportunistic infections	Número de adultos y niños que actualmente reciben atención en VIH que son elegibles para profilaxia de co-trimoxazole (de acuerdo a guías nacionales) actualmente recibiendo profilaxia de co-trimoxazole Number of adults and children enrolled in HIV care and eligible for co-trimoxazole prophylaxis (according to national guidelines) currently receiving co-trimoxazole prophylaxis	5,436	2010	Program reports	N/A	N/A	3,767	4,137	4,508	4,693	4,878	5,249	5,434	National Program	Y - over program term	N	Not top 10	Not top 10	HIVOS and MSPAS combined will seek to treat 65% of patients on ART. As per national guidelines, these are patients with CD4 count less than 200, those newly diagnosed with OI, and those currently on OI prophylaxis.

SUMMARY BUDGET 6, 7 & 8/ RCC Year 1, 2 & 3

HIV\_AIDS

Program Details

Country	Republic of Guatemala
Grant No.	GUA-311-G05-H
PR	Humanist Institute for Cooperation with Development Countries (HIVOS)
Currency	USD
Grant Cycle phase	RCC I

	P19			P20			P21			P22		P23		P24		P25
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	
Period Covered: from	1-Oct-10	1-Jan-11	1-Apr-11	1-Jul-11	1-Oct-11	1-Jan-12	1-Apr-12	1-Jul-12	1-Oct-12	1-Jan-13	1-Apr-13	1-Jul-13				
Period Covered: to	31-Dec-10	31-Mar-11	30-Jun-11	30-Sep-11	31-Dec-11	31-Mar-12	30-Jun-12	30-Sep-12	31-Dec-12	31-Mar-13	30-Jun-13	30-Sep-13				

A. SUMMARY BUDGET BREAKDOWN BY EXPENDITURE CATEGORY

#	Category	Year 6				Total Year 1	Year 7				Total Year 2	Year 8				TOTAL Year 3	TOTAL RCC-I	%
		Q1	Q2	Q3	Q4		Q5	Q6	Q7	Q8		Q9	Q10	Q11	Q12			
1	Human Resources	68,271	1,098,600	1,144,804	1,105,504	3,417,180	1,212,070	1,188,535	1,178,440	1,184,640	4,763,685	1,255,273	1,226,738	1,221,038	1,227,038	4,930,087	13,110,953	60%
2	Technical Assistance	0	29,703	21,091	22,936	73,730	7,249	12,489	18,789	4,700	43,227	9,218	9,489	16,421	1,700	36,827	153,784	1%
3	Training	7,035	203,917	198,176	191,897	601,024	166,839	196,540	245,213	184,160	792,752	181,196	211,944	233,538	197,221	823,897	2,217,674	10%
4	Health Products and Health Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
5	Medicines and Pharmaceutical Products	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
6	Procurement and Supply Management Costs	0	47,089	47,089	47,089	141,266	27,104	27,104	27,104	27,104	108,416	19,672	19,672	19,672	19,672	78,687	328,369	1%
7	Infrastructure and Other Equipment	0	58,197	45,404	12,435	116,036	9,598	9,598	10,073	9,598	38,868	13,625	11,125	11,600	11,125	47,476	202,380	1%
8	Communication Materials	0	1,125	25,244	7,369	33,738	106,612	72,791	11,525	6,128	197,056	3,675	3,128	16,019	6,466	29,288	260,081	1%
9	Monitoring and Evaluation	0	13,143	66,168	68,158	147,469	15,526	88,576	314,076	316,066	734,244	61,334	15,362	14,490	16,481	107,667	989,380	5%
10	Living Support to Clients/Target Population	0	300	3,663	4,163	8,126	300	300	1,637	2,137	4,373	450	1,787	2,287	4,973	4,973	17,472	0%
11	Planning and Administration	0	65,562	84,762	135,672	285,997	62,190	43,440	54,690	122,180	282,499	67,994	49,244	60,494	124,737	302,469	870,966	4%
12	Overheads	108,638	277,143	332,199	404,699	1,122,679	330,611	329,029	329,029	329,029	1,317,698	340,932	339,350	339,350	339,350	1,358,982	3,799,359	17%
13	Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
<b>TOTAL*</b>		<b>183,945</b>	<b>1,794,778</b>	<b>1,968,600</b>	<b>1,999,922</b>	<b>5,947,245</b>	<b>1,938,099</b>	<b>1,968,402</b>	<b>2,190,575</b>	<b>2,185,743</b>	<b>8,282,818</b>	<b>1,953,368</b>	<b>1,886,502</b>	<b>1,934,408</b>	<b>1,946,076</b>	<b>7,720,354</b>	<b>21,950,418</b>	<b>100%</b>

B. SUMMARY BUDGET BREAKDOWN BY PROGRAM ACTIVITY

#	Macro-category	Objectives	Service Delivery Area**	Year 6				Total Year 1	Year 7				Total Year 2	Year 8				TOTAL Year 3	TOTAL RCC-I	%
				Q1	Q2	Q3	Q4		Q5	Q6	Q7	Q8		Q9	Q10	Q11	Q12			
1	HIV:Prevention	Prevent the spread of HIV through a package of interventions targeting most at risk populations in areas of the country with the highest incidence and prevalence of HIV	Prevention: BCC - community outreach	0	403,349	392,903	382,997	1,179,249	401,979	385,657	411,983	394,065	1,593,685	446,383	425,061	446,387	428,269	1,746,101	4,519,034	21%
2	HIV:Prevention	Prevent the spread of HIV through a package of interventions targeting most at risk populations in areas of the country with the highest incidence and prevalence of HIV	Prevention: Condom distribution	0	47,089	47,089	47,089	141,266	27,104	27,104	27,104	27,104	108,416	19,672	19,672	19,672	19,672	78,687	328,369	1%
3	HIV:Prevention	Prevent the spread of HIV through a package of interventions targeting most at risk populations in areas of the country with the highest incidence and prevalence of HIV	Prevention: Testing and Counseling	0	25,027	25,027	25,027	75,080	25,027	25,027	25,027	25,027	100,107	25,027	25,027	25,027	25,027	100,107	275,294	1%
4	HIV:Prevention	Prevent the spread of HIV through a package of interventions targeting most at risk populations in areas of the country with the highest incidence and prevalence of HIV	Prevention: STI diagnosis and treatment	0	322,129	376,517	376,517	1,075,164	382,405	384,773	384,773	382,405	1,534,358	394,124	394,124	391,756	391,756	1,571,761	4,181,283	19%
5	HIV:Supportive Environment	Strengthen the capacity of civic society to mobilize the population of Guatemala against HIV	Supportive environment: Strengthening of civil society and institutional capacity building	0	87,151	235,796	174,462	497,409	228,974	218,169	180,330	155,403	782,876	144,718	163,040	169,010	169,475	646,243	1,926,528	9%
6	HIV:Supportive Environment	Monitoring and Evaluation (M&E)	Supportive environment: Strengthening of civil society and institutional capacity building	0	9,263	10,136	0	19,399	0	12,028	18,899	0	30,928	0	13,338	21,712	0	35,050	85,377	0%
7	HIV:Prevention	Eliminate new cases of Infant HIV	Prevention: PMTCT	0	149,941	148,941	148,941	447,823	153,973	152,973	152,973	152,973	612,893	158,127	157,127	157,127	157,127	629,507	1,690,223	8%
8	HIV:Treatment	Increase the number of persons with HIV disease treated with antiretroviral drugs	Treatment: Antiretroviral treatment (ARV) and monitoring	0	89,419	89,419	89,419	268,257	72,663	72,663	72,663	72,663	290,654	78,697	78,697	78,697	78,697	314,789	873,700	4%
9	HIV:Treatment	Increase the number of persons with HIV disease treated with antiretroviral drugs	Treatment: Prophylaxis and treatment for opportunistic infections	0	285,692	285,692	285,692	857,075	293,212	293,212	293,212	293,212	1,172,848	300,934	300,934	300,934	300,934	1,203,734	3,233,657	15%
10	HIV:Supportive Environment	Strengthen the capacity of civic society to mobilize the population of Guatemala against HIV	Supportive environment: Program management and administration	0	0	450	570	1,020	1,020	1,020	1,020	1,020	4,080	1,020	1,020	1,020	1,020	4,080	9,180	0%
11	HIV:Supportive Environment	Eliminate new cases of infant HIV	Supportive environment: Program management and administration	0	2,118	2,118	2,118	6,353	2,118	2,118	2,118	2,118	8,471	2,118	2,118	2,118	2,118	8,471	23,296	0%
12	HIV:Supportive Environment	Increase the number of persons with HIV disease treated with antiretroviral drugs	Supportive environment: Program management and administration	0	0	0	75,000	75,000	0	0	0	0	0	0	0	0	0	0	75,000	0%
13	HIV:Supportive Environment	Monitoring and Evaluation (M&E)	Supportive environment: Program management and administration	7,627	54,254	94,755	94,755	251,392	44,342	118,193	343,693	343,693	849,920	93,260	46,873	45,766	45,766	231,666	1,332,977	6%
14	HIV:Supportive Environment	PR	Supportive environment: Program management and administration	176,317	319,347	259,757	297,337	1,052,758	305,281	275,464	276,779	336,059	1,193,583	289,289	259,472	275,183	326,215	1,150,158	3,396,500	15%
<b>TOTAL*</b>		<b>183,945</b>	<b>1,794,778</b>	<b>1,968,600</b>	<b>1,999,922</b>	<b>5,947,245</b>	<b>1,938,099</b>	<b>1,968,402</b>	<b>2,190,575</b>	<b>2,185,743</b>	<b>8,282,818</b>	<b>1,953,368</b>	<b>1,886,502</b>	<b>1,934,408</b>	<b>1,946,076</b>	<b>7,720,354</b>	<b>21,950,418</b>	<b>100%</b>		

C. SUMMARY BUDGET BREAKDOWN BY IMPLEMENTING ENTITY

#	PR/SR	Name	Type of Implementing Entity	Year 6				Total Year 6	Year 7				Total Year 7	Year 8				TOTAL Year 3	TOTAL RCC-I	%
				Q1	Q2	Q3	Q4		Q5	Q6	Q7	Q8		Q9	Q10	Q11	Q12			
1	PR	HIVOS	NGO/CBO/Academic	183,945	452,238	436,611	466,460	1,539,254	380,635	444,860	678,682	722,084	2,226,260	408,096	351,427	372,171	406,881	1,538,575	5,304,089	24%
2	SR	Sub-Recipients	NGO/CBO/Academic	0	1,342,541	1,531,989	1,533,462	4,407,992	1,557,464	1,523,541	1,511,894	1,463,659	6,056,558	1,545,272	1,535,075	1,562,237	1,539,194	6,181,779	16,646,328	76%
<b>TOTAL*</b>		<b>183,945</b>	<b>1,794,778</b>	<b>1,968,600</b>	<b>1,999,922</b>	<b>5,947,245</b>	<b>1,938,099</b>	<b>1,968,402</b>	<b>2,190,575</b>	<b>2,185,743</b>	<b>8,282,818</b>	<b>1,953,368</b>	<b>1,886,502</b>	<b>1,934,408</b>	<b>1,946,076</b>	<b>7,720,354</b>	<b>21,950,418</b>	<b>100%</b>		