Investing in our future

The Global Fund

To Fight AIDS, Tuberculosis and Malaria

PROGRAM GRANT AGREEMENT

<table>
<tr><td colspan="3">1. Country: Republic of Moldova</td></tr>
<tr><td colspan="3">2. Principal Recipient Name and address: Project Coordination, Implementation, and Monitoring Unit, Ministry of Health of the Republic of Moldova, 101 Sciusev Street, MD 2012, Chisinau, Republic of Moldova</td></tr>
<tr><td colspan="3">3. Program Title: Strengthening Tuberculosis Control in the Republic of Moldova</td></tr>
<tr><td colspan="2">4. Grant Number: MOL-607-G02-T</td><td>4A. Modification Number: Not Applicable
Date: Not Applicable</td></tr>
<tr><td>5. Phase 1 Starting Date:
1 January 2008</td><td>6. Phase 1 Ending Date:
31 December 2009</td><td>7. Phase 2 Ending Date:
31 December 2012</td></tr>
<tr><td>7A. Condition Precedent Terminal Date:
1 December 2007</td><td>7B. Condition Precedent Terminal Date:
30 June 2008</td><td>7C. Condition Precedent Terminal Date:
1 December 2007</td></tr>
<tr><td>7D. Condition Precedent Terminal Date: 30 June 2008</td><td>7E. Condition Precedent Terminal Date:</td><td>7F. Condition Precedent Terminal Date:</td></tr>
<tr><td colspan="3">8. Grant Funds: US$ 5,675,507 (Five Million, Six Hundred Seventy-Five Thousand, Five Hundred and Seven United States Dollars)</td></tr>
<tr><td colspan="3">9. Program Coverage: Tuberculosis</td></tr>
<tr><td colspan="3">10. Information for Principal Recipient Bank Account into Which Grant Funds Will Be Disbursed:
Owner of Bank Account:
Account Title:
Account number:
Bank name:
Bank address:
Bank SWIFT Code:
Bank Code:
Routing instructions for disbursements:</td></tr>
<tr><td colspan="3">11. The fiscal year of the Principal Recipient is from 1 January to 31 December.</td></tr>
<tr><td colspan="3">12. Local Fund Agent ("LFA")
Name: PricewaterhouseCoopers Audit SRL
Address: 37 Maria Cibotari Street, Chisinau 2012, Republic of Moldova
Tel: +373 22 238122 Fax: +373 22 238120
Attention: Mr. Dan Popov
E-mail: dan.popov@ro.pwcglobal.com</td></tr>
<tr><td colspan="2">13. Name/Address for Notices to Principal Recipient

Dr. Victor Burinschi
TB/AIDS/STI Program Coordinator
Project Coordination, Implementation and Monitoring Unit, Ministry of Health of the Republic of Moldova
101 Sciusev Street
MD 2012, Chisinau, Republic of Moldova
Tel.: +373 22 238751 Fax: +373 22 202437
E-mail: vburinschi@ucimp.md</td><td>14. Name/Address for Notices to Global Fund:

Urban Weber Ph.D.
Team Leader Eastern Europe and Central Asia Cluster
Chemin de Blandonnet 6-8
1214 Vernier-Geneva, Switzerland
Tel.: +44 22 791 1700 Fax: +41 22 791 1701</td></tr>
<tr><td colspan="3">This Agreement consists of the two pages of this face sheet and the following:
Standard Terms and Conditions Annex A – Program Implementation Description</td></tr>
</table>

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 attachment(s) to Annex A set forth the main objectives of the Program, key indicators, intended results and targets and the planned Program budget applicable to the stated periods of the Program. Unless otherwise indicated, the targets set forth in the Program Implementation Description and the attachments thereto are cumulative and do not include the baseline values.

(b) Program Budget. The budget(s) contained in or attached to Annex A of this Agreement set(s) out projected expenditures for the Program Term. Changes to the budget 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 1. The Principal Recipient acknowledges that, as of the effective date of this Agreement (referred to in Article 38 below), the Global Fund has committed funds to the Program under this Agreement for a 24 month period which starts on the Phase 1 Starting Date (indicated in block 5 of the face sheet of this Agreement) and ends on the Phase 1 Ending Date (indicated in block 6 of the face sheet of this Agreement) (hereinafter, the "Program Term").

(b) Phase 2. The Global Fund may decide, in its sole discretion, to extend the Program Term beyond the Phase 1 Ending Date (a "Phase 2 Approval"). If the Global Fund issues a Phase 2 Approval, the parties shall execute an amendment to this Agreement and the "Program Term" shall automatically be extended to the Phase 2 Ending Date (indicated in block 7 the face sheet of this Agreement) or any other date specified by the Global Fund in its Phase 2 Approval.

(c) Deemed Disbursement. The Phase 1 Starting Date, the Phase 1 Ending Date and the Phase 2 Ending Date will be determined by the date on which the Principal Recipient receives the first disbursement of Grant funds under this Agreement. For that purpose, the Principal Recipient shall be deemed to have received the first

disbursement seven calendar days after the Global Fund Trustee issues a wire transfer for such disbursement into the Principal Recipient's bank account (the "Deemed Receipt Date"). If the Deemed Receipt Date is between the first and the fourteenth day of the month, the Phase 1 Starting Date shall be the first day of that month. If the Deemed Receipt Date is after the fourteenth day of the month, the Phase 1 Starting Date shall be the first day of the following month.

(d) Notice. After the Deemed Receipt Date, the Global Fund shall provide notice to the Principal Recipient of the Phase 1 Starting Date, the Phase 1 Ending Date and the Phase 2 Ending Date and the face sheet of this Agreement shall be updated accordingly.

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.

(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 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) above 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).

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 Phase 1 Ending Date ("Request for Continued 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 Principal Recipient's progress towards the objectives of the Program, use of Grant funds and compliance with the terms and conditions of 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.

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 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 Program Implementation Description and the attachments thereto during the periods set forth therein and explains any reasons for deviation from targets; and

vii. 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) Phase 1 Ending Date. The Global Fund will not authorize disbursement of any Grant funds after the Phase 1 Ending Date unless the parties amend this Agreement to reflect a Phase 2 Approval (as described in Article 3(b) of this Agreement).

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; and

ii. any bank in which Grant funds are deposited 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.

(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 Phase 1 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.

(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 Phase 1 Starting Date, the first period under audit shall be from the Phase 1 Starting Date until the end of the second such fiscal year.

(c) Independent Auditor. Not later than three months after the Phase 1 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 Phase 1 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 Phase 1 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.

(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 to carry out Program activities, 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;

(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.

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) **Required Reports**

i. 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.

ii. Annual Progress Reports. Not later than 18 months after the Phase 1 Starting Date, the Principal Recipient shall submit to the Global Fund, in form and

substance satisfactory to the Global Fund, an Annual Progress Report covering programmatic progress during the Principal Recipient's preceding programmatic or fiscal year. Guidance on the form of this report is available upon request from the Global Fund.

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 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, 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. Conditions to the participation 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 shall, maintain appropriate records of all fixed assets purchased with Grant funds.

(e) Title. Subject to Article 26(c) of this Agreement, title to goods or other property financed by the Global Fund under this Agreement shall be held by the Principal Recipient or a Sub-recipient or other entity approved by the Principal Recipient.

(f) Program Purposes. 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:

"WHO" means the World Health Organization.

The terms "medicines," "multisource pharmaceutical product," and "pharmaceutical products" have the meanings used by the WHO in the "Glossary" of its "Marketing Authorization of Pharmaceutical Products with Special Reference to Multisource (Generic) Products: A Manual for Drug Regulatory Authorities."

The term "Health Products" includes (i) pharmaceutical products and (ii) diagnostic and non-pharmaceutical products

The term "diagnostic and non-pharmaceutical products" includes, (i) durable products and (ii) consumable/single-use products

The term "durable products" includes, but is not limited to, HIV non-rapid tests machines, HIV monitoring machines (CD4s, Viral Load), bed nets, laboratory equipment, radiology equipment and supportive products (e.g., microscopes and reagents).

The term "consumable/single-use products" includes, but is not limited to, condoms, HIV antibody (rapid and non-rapid) tests, malaria rapid tests, insecticides, aerial sprays against mosquitoes, breast milk substitute and injection syringes.

The term "stringent regulatory authority" means the regulatory authority of (a) a member of the Pharmaceutical Inspection Convention or an entity participating in the Pharmaceutical Inspection Co-operation Scheme; or (b) a member of the International Conference on Harmonisation of Technical Requirements for the Registration of Pharmaceuticals for Human Use.

The term "WHO Prequalification Program" means the United Nations Pilot Procurement, Quality and Sourcing Project initiated by WHO.

The term "GMP" means Good Manufacturing Practice as such term is used by the WHO in its "Marketing Authorization of Pharmaceutical Products with Special Reference to Multisource (Generic) Products: A Manual for Drug Regulatory Authorities."

With respect to a Host Country, the term "National Drug Regulatory Authority" means the cognizant national drug regulatory authority in such Host Country.

With respect to sub-section (j) of this Article, a product is "unavailable" when its manufacturer is unable to supply a sufficient quantity of the finished product within 90 days of the date of order.

(b) Compliance. When a Sub-recipient carries out procurement of a Health Product, the Principal Recipient shall ensure that such procurement is carried out in compliance with this Article. In all cases, pharmaceutical products and consumable/single-use products financed by Grant funds under the Agreement shall satisfy quality standards prescribed from time to time by the Global Fund.

(c) Procurement Assessment and PSM plan. Due to the complexity and significant risks of the procurement of Health Products, no Grant funds may be used to finance such procurement until:

i. 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 the Health Products that shall be procured that is consistent with this Article (the "PSM Plan"). The PSM Plan shall include a plan to procure and use diagnostic technologies and supplies and other major categories of supplies related to the provision of the medicines; and

ii. the Global Fund has approved the PSM Plan and has received a positive assessment of the Principal Recipient's capability to manage such procurement.

The Global Fund will advise the Principal Recipient in writing when it has approved the PSM Plan. The Principal Recipient shall ensure that procurement under the Program is carried out in accordance with the PSM plan.

(d) List of medicines to be procured. The Principal Recipient shall ensure that Grant funds are not used to procure medicines that do not appear in current standard treatment guidelines or essential medicines lists of the World Health Organization, the Host Country government, or the Principal Recipient or Sub-recipient. The PSM Plan shall include a listing of the standard treatment guidelines and essential medicines lists that shall apply to the Program.

(e) 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 this 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 not determined that the Principal Recipient possesses 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 the Article.

In all cases, the Principal Recipient is encouraged to use, or cause Sub-recipients to use, capable regional and global procurement services wherever pooling of demand lowers prices for products of assured quality.

(f) Procurement practices. The Principal Recipient shall ensure that the procurement of pharmaceutical products under this Agreement adheres to the Interagency Operational Principles for Good Pharmaceutical Procurement, unless, in cases where actual practices differ from the Interagency Operational Principles for Good Pharmaceutical Procurement, the Principal Recipient demonstrates, in form and substance satisfactory

to the Global Fund, a comparable system of competitive procurement by a group of pre-qualified suppliers, transparency and accountability to their practices, and the application of necessary quality assurance mechanisms.

(g) Lowest possible price. The Principal Recipient shall use good procurement practices when procuring Health Products, including competitive purchasing from qualified manufacturers and suppliers (and, in particular, with respect to pharmaceutical products, in compliance with item (f) above), to attain the lowest price of products, consistent with quality assurance. 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.

(h) Compliance with quality standards. Health Products may be financed by Grant funds under this Agreement only if the quality standards of such pharmaceutical products can be assured. Consumable/single-use products may be financed by Grant funds under this Agreement only if such products are selected from lists of pre-qualified products, where they exist, or if such products are accepted by stringent regulatory authorities or accepted by national standards.

(i) Multi-Source Products. For multisource, off-patent pharmaceutical products with available dosage from published pharmacopoeial quality standards, the Principal Recipient may verify compliance with applicable standards in accordance with existing national procedures of the Host Country.

(j) Single or Limited Source Products. Grant funds may be used to procure a single- or limited-source pharmaceutical products (that is, a pharmaceutical product for which there are no publicly available quality assurance standards, analytic methods, and reference standards) provided that such product meets one of the following standards:

(1) such product is acceptable under the WHO Prequalification Program; or

(2) such product has been authorized for use by a stringent regulatory authority.

If the Principal Recipient determines that there is only one or no equivalent pharmaceutical product that meets the standards of either (1) or (2) of this sub-section (j), or if the Principal Recipient determines that the products that meet these standards are unavailable and represents the same to the Global Fund, and the Global Fund does not object, then Grant funds may be used to procure another equivalent pharmaceutical product, provided that such product is selected in accordance with the following, in order of priority:

i. the manufacturer has submitted an application for approval of such product to the WHO Prequalification Program or a stringent regulatory authority and such product is manufactured at a site that is compliant with the standards of GMP, as certified (after inspection) by the WHO or a stringent regulatory authority; or

ii. if the manufacturer of such product has not submitted an application for approval of such product to the WHO Prequalification Program or a stringent regulatory authority, such product is manufactured at a GMP-compliant manufacturing site, as certified (after inspection) by the WHO or a stringent regulatory authority.

The Principal Recipient shall promptly notify the Global Fund in writing if it procures any products pursuant to the criteria in clause i or ii above.

(k) Quality Control Testing. The Global Fund shall contract an independent third-party to conduct random quality control testing of products being procured pursuant to the criteria in clause (j)i or ii above to ensure the quality of such products. The Principal Recipient shall permit (and shall ensure that Sub-recipients permit) such third party (and/or its agents) to access its storage sites and to remove samples of products procured pursuant to the criteria in clause (j)i or ii above for such analysis. In addition, the Principal Recipient shall ensure that its contracts with suppliers for Health Products include:

i. the right of the Global Fund to:

A. obtain the manufacturer specifications,
B. remove samples of products and conduct random quality control testing while the products are within the possession of the supplier; and
C. make the results of such testing public; and

ii. the right of the Principal Recipient to return to the supplier products that have been found, after such testing, to be out of specification.

(l) Termination of Contracts. With respect to a product procured pursuant to the criteria in clause (j)i or ii above, in the event that: (i) the application submitted by a manufacturer to the WHO Prequalification Program or a stringent regulatory authority for approval of such product is no longer under consideration; or (ii) an independent third party contracted by the Global Fund determines that the quality of such product is unacceptable, then the Principal Recipient shall promptly terminate the contract with the supplying manufacturer for such product.

(m) Time Limitation. Procurement of products according to criteria in clause (j)i or ii above should be time-limited and the Principal Recipient should procure products meeting the criteria in clauses (1) or (2) of sub-section (j) as soon as possible.

(n) National drug registration. If pharmaceutical products intended for use under the Program require approval by the National Drug Regulatory Authority in the Host Country, such pharmaceutical products may be financed under this Agreement only if they have been granted such approval.

(o) 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 a mechanism to be established or specified by the Global Fund.

(p) Monitoring product quality. The Principal Recipient and the Global Fund may, at its discretion, systematically ensure that random samples of pharmaceutical products financed under the Agreement are tested for compliance with applicable quality standards. The Principal Recipient shall have appropriate monitoring systems in place that are acceptable to the Global Fund or provide for the use of international procurement agencies acceptable to the Global Fund.

(q) Supply chain. The Principal Recipient shall use its best efforts to ensure optimal reliability, efficiency and security with regard to the supply chain for pharmaceutical and other Health Products financed under the Program.

(r) Avoidance of diversion. The Principal Recipient shall implement, and ensure that Sub-recipients implement, procedures that shall avoid the diversion of Program-financed Health Products from their intended and agreed-upon purpose. The procedures should include the establishment and maintenance of reliable inventory management, first-in first-out stock control systems, internal audit systems, and good governance structures to ensure the sound operation of these systems.

(s) 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. monitor and contain drug resistance; and

iii. monitor adverse drug reactions according to existing international guidelines.

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.

(t) Price Reporting. The Principal Recipient shall report on a regular basis the prices it pays for pharmaceutical products in the Price Reporting Mechanism available on the website of the Global Fund.

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. participates 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. participates in transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;

iii. offers, gives, solicits or receives, 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. engages 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. participates 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.

Article 22. USE OF LOGOS OR TRADEMARKS

The Principal Recipient shall not use the logo or any trademarks of the Global Fund unless it has executed a valid license agreement 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

(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. Upon full or partial termination or suspension of this Agreement for any reason, including a decision by the Global Fund to discontinue funding after the Phase 1 Ending Date or following the Phase 2 Ending Date, 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 if so requested 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 sub-paragraph iii. above (the "Close-out Plan"). The Close-out Plan shall be subject to the final approval of the Global Fund.

(c) Transfer. The Global Fund may, at any time and in its sole discretion, direct that title to goods financed under the Grant be transferred to the Global Fund or to a third party which the Global Fund appoints to receive such goods.

Article 27. REFUNDS

Immediate Refund. 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:

i. this Agreement has been terminated or suspended;

ii. there has been a breach by the Principal Recipient of any provision of this Agreement;

iii. the Global Fund has disbursed an amount to the Principal Recipient in error; or

iv. 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 and may amend the terms and conditions of this Agreement. In addition, the Global Fund and the Principal Recipient may from time to time issue jointly signed implementation letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

Article 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 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 Phase 1 Ending Date, or, if a Phase 2 Approval is issued by the Global Fund, the Phase 2 Ending Date.

(b) The provisions of Articles 6 (Covenants), Article 9 (Management of Grant Funds), Article 18 (Contracts for Goods and Services), Article 19 (Pharmaceutical and 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.

Article 40. PRIVILEGES AND IMMUNITIES

(a) Nothing contained in this Agreement shall be construed as a waiver of any privileges and immunities to which the Global Fund is entitled under international or national law.

(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 41. 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 42. 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
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
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 PROGRAM GRANT AGREEMENT

Program Implementation Description

Country:	**Republic of Moldova**
Proposal Name:	**Strengthening Tuberculosis Control in the Republic of Moldova**
Proposal Number:	**H-T-14541**
Program Title:	**Strengthening Tuberculosis Control in the Republic of Moldova**
Grant Number:	**MOL-607-G02-T**
Disease:	**Tuberculosis**
Principal Recipient:	**Project Coordination, Implementation and Monitoring Unit, Ministry of Health of the Republic of Moldova**

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:

The overall strategy of the Program is to solidify the accomplishments of the DOTS expansion carried out in the previous five years (2001-2006) in the Republic of Moldova by improving the quality of DOTS and addressing the challenges of MDR-TB, TB/HIV co-infection, and the management capacities of the National Tuberculosis Program (NTP). The goal of the Program is to reduce the burden of tuberculosis by making substantial progress in four key areas, specifically (a) strengthening DOTS implementation and achieving improved case detection and management; (b) improving MDR-TB management through expanded implementation of DOTS-Plus, a case-management strategy to manage MDR-TB using second-line drugs within the DOTS-Plus strategy; (c) strengthening the management and coordination of the national health system for TB control and the overall Program management; and (d) increasing public awareness and reducing stigma. By the end of Year 5 of the Program, case detection rate of new smear-positive cases is expected to reach the global target of 70% and the treatment success rate for such cases is expected to reach 80%.

The proposed Program is closely linked to the National Program on Prophylaxis and Control of Tuberculosis (NTP) for 2006-2010 and is consistent with its goals to stabilize and reduce the incidence of drug-susceptible and drug-resistant TB, to reduce TB mortality, and to improve case detection and treatment success.

2. **Goal:**

The goal of the Program is to reduce the burden of tuberculosis in the country over a five-year period.

Specifically, the Program seeks to achieve the following key objectives:

Objective 1: To strengthen DOTS by improving case detection and case management - The objective aims to sustain the gains of the DOTS program and improve case detection and treatment outcomes. It targets the quality of diagnostic investigations, diagnostic and case management skills, and treatment of drug-susceptible TB. It also addresses national policies and diagnostic capability for TB/HIV co-infection.

Objective 2: To improve management of MDR-TB by expanding the DOTS-Plus project – The objective envisages expansion of the DOTS-Plus project for MDR-TB patients and pursues improved diagnostic capability, treatment, case management, patient support, and infection control of drug-resistant TB.

Objective 3: To strengthen the management and coordination of the national healthcare system for TB patients and the overall Program management – The objective aims to improve the coordination, management and supervision of the national TB control efforts. The Program targets improvement of the technical and managerial capacities of the NTP and the Project Implementation, Coordination and Monitoring Unit. It will support monitoring of the peripheral units of the national surveillance system, improved drug management, and upgrading the national surveillance, and monitoring and evaluation systems.

Objective 4: To increase public awareness and reduce stigma - The objective supports increased public awareness of TB and TB/HIV co-infection through development and delivery of mass media programs, and awareness campaigns. Planned activities will address stigmatization of TB patients and prevention of TB/HIV co-infection.

3. **Target Groups/Beneficiaries:**

- TB patients;
- Prisoners;
- Labor migrants;
- People living with HIV/AIDS (PLWHA);
- Families of the target groups;
- Healthcare providers involved in diagnosis, case management and treatment of TB including primary healthcare providers;
- National Tuberculosis Program staff; and
- General population.

4. **Strategies:**

The Program strategy is to solidify the substantial gains made since the DOTS introduction and implementation in the Republic of Moldova for the past five years by:

- Improving the quality of DOTS;
- Addressing the challenges of MDR-TB, HIV/TB co-infection;
- Contributing to health system strengthening;

- Engaging primary healthcare providers in TB control efforts; and
- Increasing public awareness of TB and reducing stigma.

5. **Planned Activities:**

- Procurement of equipment, supplies and first-line TB drugs to ensure timely detection and quality treatment of TB cases;
- Training and re-training in DOTS of TB doctors and other staff of the national TB service, primary healthcare (PHC) providers and laboratory staff;
- Development of national policies to address TB/HIV co-infection and improving the diagnosis of HIV in TB patients;
- Procurement of equipment and supplies for rapid diagnostics of MDR-TB under safe working conditions for laboratory staff;
- Procurement of second-line TB drugs;
- Provision of food and travel incentives to MDR-TB patients to promote uninterrupted treatment;
- Renovation of an MDR-TB ward at the Vorniceni TB hospital;
- Training of NTP staff in program planning and management, drug management cycle, and second-line TB drugs management;
- Expansion of the existing national system for monitoring and evaluation of TB and HIV/AIDS to incorporate modules for surveillance of DOTS-Plus and TB/HIV cases, and establishment of a computerized regional surveillance network;
- Conducting operational surveys on TB treatment default and failure rates in the civilian and prison sectors;
- Conducting KAP surveys on TB among the general population; and
- Development and broadcasting of radio and TV programs, public service announcements, a short documentary on TB, training of journalists, development and distribution of information and education materials for the general public, TB patients and their families, conducting road shows, and training of peer educators.

B. CONDITIONS PRECEDENT TO DISBURSEMENT

1. Condition(s) Precedent to First Disbursement (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 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;

b. the delivery by the Principal Recipient 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; and

c. 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 strengthened its capacity in the functional area of procurement and supply management of Health Products (as defined in Article 19 of the Standard Terms and Conditions of this Agreement) by recruiting at least one additional person with appropriate qualifications and experience to serve as a procurement officer.

2. Condition Precedent to Second Disbursement (Terminal Date as stated in block 7B of the Face Sheet)

The second disbursement of Grant funds by the Global Fund to the Principal Recipient is subject to the delivery by the Principal Recipient to the Global Fund of a written protocol, in form and substance satisfactory to the Global Fund, that outlines the respective roles and responsibilities of staff in the Monitoring and Evaluation Unit of the Center of Public Health and Sanitary Management of the Ministry of Public Health with respect to the monitoring and evaluation of Program activities.

3. Condition Precedent to Disbursement for Procurement of Second-line TB drugs (Terminal Date as stated in block 7C of the Face Sheet)

The disbursement by the Global Fund or use by the Principal Recipient of Grant funds to finance the procurement of second-line TB drugs is 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 Green Light Committee (GLC) of the World Health Organization has approved the Principal Recipient's application to the GLC for the procurement of second-line TB drugs and the treatment of multi-drug resistant TB patients, and that the Principal Recipient adheres to the GLC regulations for the procurement of second-line TB drugs.

4. Condition Precedent to the Use of Grant Funds to Finance the Procurement of Health Products (other than Second-line TB drugs) (Terminal Date as stated in block 7D of the Face Sheet)

The use by the Principal Recipient of Grant funds to finance the procurement of Health Products (as defined in Article 19 of the Standard Terms and Conditions of this Agreement) other than second-line TB drugs, is 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 appointed a procurement agent, through an open and competitive bidding process, to procure Health Products for the Program in accordance with the procurement and supply management plan (as described in subsection (c) of Article 19 of the Standard Terms and Conditions of this Agreement (the "PSM Plan").

C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT

1. Not later than 90 days after the Program Starting Date (being the date specified in block 5 of the face sheet of this Agreement), the Principal Recipient shall deliver to the Global Fund operating procedures, in form and substance satisfactory to the Global Fund, for monitoring on a quarterly basis the quality and integrity of financial and programmatic data reported by the Sub-recipients.

D. FORMS APPLICABLE TO THIS AGREEMENT

For purposes of Article 15b(i) 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 semi-annual starting from the Phase 1 Starting Date.

F. PROGRAM BUDGET

The budget in the Attachment 1 to this Annex A sets out anticipated expenditures for the period from the Program Starting Date to the Program Ending Date (as stated in block 5 of the Face Sheet of this Agreement).

Attachment 1 to Annex A: Indicators, Targets, and Periods Covered

Program Details

Country:	Republic of Moldova
Disease:	Tuberculosis
Grant number:	MOL-607-G02-T
Principal Recipient:	Project Coordination, Implementation and Monitoring Unit, Ministry of Health
Grant Currency:	USD

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

	Period 1	Period 2	Period 3	Period 4
Period Covered	01.01.2008 - 30.06.2008	01.07.2008 - 31.12.2008	01.01.2009 - 30.06.2009	01.07.2009 - 31.12.2009
Date Disbursement Request/Progress Update due	15-Aug-08	15-Feb-09	15-Aug-09	15-Feb-10

Annual Report Due Date:	31 March for the preceding fiscal year
Audit Report Due Date:	30 June for the preceding fiscal year

B. Program Goal, impact and ouctome indicators

Goal: Reduced the burden of tuberculosis in the Republic of Moldova

Impact / outcome indicator	Indicator formulation	Baseline			Targets				
		value	Year	Source	Year 1	Year 2	Year 3	Year 4	Year 5
Outcome	TB case notification rate - Number of new and relapse TB cases reported annually per 100.000 population	130	2006	NTP	130	120	110	100	90
Outcome	Case detection rate - Number and percentage of new smear-positive TB cases detected under DOTS out of the total estimated number of new smear-positive TB cases per year	65,5%	2006	NTP	67%	68.5%	70%	70%	70%
Impact	TB mortality rate - Estimated number of deaths due to TB (all forms) per year, per 100,000 population	18,9	2006	NTP	14	13	12	11	10
Outcome	Treatment success rate - Number and percentage of new smear-positive pulmonary TB cases registered under DOTS that are successfully treated	61,5 %	2005	NTP	65%	69%	73%	77%	>80%
Outcome	Default rate among new smear-positive cases - Number of new smear-positive pulmonary TB cases registered in a specified period that interrupted treatment for more than two consecutive months out of total new smear-positive pulmonary TB cases registered during the specified period	10.9%	2005	NTP	10%	8.5%	7%	6%	<5%

C. Program Objectives, Service Delivery Areas and Indicators

Objective Number	Objective formulation
1	Strengthening DOTS realisation to improve TB detection and case management
2	Management of drug resistant tuberculosis by extension of implemented DOTS-Plus Project
3	Strengthening the management and coordination of the National Healthcare System for TB patients and management of project
4	Increase public awareness of tuberculosis and reduce stigmatization

Objective Number	Service Delivery Area*	Indicator Nr.	Indicator formulation	Directly tied (Y/N)[1]	Baseline (if applicable)			Targets (cumulative and excluding baselines)[2]		Semi-annual targets for Year 1 and Year 2 (cumulative over the semesters and excluding baselines)2				Comments
					Value	Year	Source	Year1	Year2	Period 1	Period 2	Period 3	Period 4	
1	TB: Timely detection and quality treatment of cases	1	Number of new smear-positive TB cases detected	N	1,679	2006	NTP	1,784	3,545	892	1,784	2,664	3,545	The targets reflect programmatic activities supported with financial resources from the GF grant and the national budget.
1	TB: Timely detection and quality treatment of cases	2	Number of people receiving DOTS treatment - (Absolute number of TB patients with Instituted treatment (directly observed treament, short course (DOTS) based)	N	18,569	March 2006	NTP	7,800	15,600	3,900	7,800	11,700	15,600	The targets reflect programmatic activities supported with financial resources from the GF grant and the national budget.
1	TB: Timely detection and quality treatment of cases	3	Number and percentage of new smear-positive TB cases registered under DOTS who are successfully treated	N	61,5 %	2005	NTP	65%	69%	Absolute numbers to be reported	1,114/1,713	Absolute numbers to be reported	1,231/1,784	The targets reflect programmatic activities supported with financial resources from the GF grant and the national budget. Absolute numbers of cases successfully treated to be provided on a semi-annual basis.
1	TB: Timely detection and quality treatment of cases	4	Number of medical staff trained in DOTS activities	Y	1,448	March 2006	NTP, American International Health Alliance (AIHA)	340	930	95	340	635	930	The indicator and the targets reflect training and re-training activities for TB doctors, primary healthcare personnel, and laboratory staff.
1	TB/HIV collaborative activities: Prevention of HIV in TB patients	5	Number of healthcare providers trained in collaborative TB/HIV activities	Y	0	2006	NTP and AIDS Centre	50	150	10	50	100	150	The indicator and the targets refer to collaborative TB/HIV trainings for TB specialists and infection disease specialists providing highly active anti-retroviral therapy (HAART) and prevention for, diagnosis and treatment of co-infected HIV/TB patients.
1	TB/HIV collaborative activities: Prevention of HIV in TB patients	6	Number of TB doctors trained in voluntary counseling and testing (VCT) among TB patients	Y	0	2006	NTP and AIDS Centre	100	250	20	100	175	250	The indicator and the targets refer to trainings for TB specialists only.
1	TB/HIV collaborative activities: Prevention of HIV in TB patients	7	Number and percentage of TB patients counseled and tested for HIV	N	57,3% (3,229/5,632)	2005	NTP and AIDS Centre	60%	70%	Not Applicable	3,379 or 60%	Not Applicable	3,942 or 70%	Absolute numbers will be provided when reporting results. The proposed targets are based on the total number of registered patients as of 2005.
2	TB: MDR-TB	8	Number of MDR-TB patients enrolled in DOTS-Plus treatment	Y	72	June 2006	NTP	200	400	100	200	300	400	
2	TB: MDR-TB	9	Treatment success rate among MDR-TB patients enrolled in DOTS-Plus treatment	Y	Not Applicable	June 2006	NTP	52%	55%	Not Applicable	52%	Not Applicable	55%	The targets refer to the patient cohort of the preceding 24 months (MDR-TB treatment started in December 2005 under the Round 1 HIV/TB grant). Absolute numbers will be provided when reporting results.
2	TB: MDR-TB	10	Number of medical staff trained in DOTS-Plus activities	Y	159	June 2006	NTP	150	350	30	150	250	350	Training activities will cover TB doctors and primary healthcare workers.

2	Infrastructure	11	Number of TB facilities providing DOTS-Plus treatment services	N	2	June 2006	NTP	2	3	Not Applicable	2	Not Applicable	3	The targets are inclusive of baselines. One facility will be renovated with financial resources from the grant and the national budget. All three facilities are expected to benefit from drugs, consumables, and staff training financed under the grant.
3	Human resources	12	Number and percentage of reporting districts submitting complete and timely quarterly reports according to DOTS using the upgraded surveillance system	N	14/52 27,5%	2006	M&E Unit of the Center of Public Health and Sanitary Management, MoH	30/52 57,7%	46/52 88,5%	22/52 42,3%	30/52 57,7%	38/52 73,1%	46/52 88,5%	
4	Prevention: BCC - community outreach	13	Percentage of population who can identify three most important symptoms of TB	Y	48.80%	2004	NTP / AIHA KAP survey on TB	55%	Not Applicable	Not Applicable	55%	Not Applicable	Not Applicable	

1. Put "Y" (yes) if results are directly tied to Global Fund financing, put "N" (no) if targets described for a particular SDA reflect results of a broader national, regional or institutional programme to which Global Fund resources contribute.

D. Program Budget

Summary period budget per objective	Year 1 + 2 budget break-down				Total	Total	Total
	Period 1	Period 2	Period 3	Period 4	Year 1	Year 2	Year 1&2
Objective 1 - Strengthening DOTS realisation to improve TB detection and case management	$ 458,944.00	$ 352,726.00	$ 399,618.00	$ 276,000.00	$ 811,670.00	$ 675,618.00	$ 1,487,288.00
Objective 2 - Management of drug resistant tuberculosis by extension of implemented DOTS-Plus Project	$ 845,752.00	$ 990,002.00	$ 686,111.00	$ 654,728.00	$ 1,835,754.00	$ 1,340,839.00	$ 3,176,593.00
Objective 3 - Strengthening the management and coordination of the National Healthcare System for TB patients and management of project	$ 182,912.00	$ 312,553.00	$ 179,104.00	$ 180,827.00	$ 495,465.00	$ 359,931.00	$ 855,396.00
Objective 4 - Increase public awareness of tuberculosis and reduce stigmatization	$ 42,593.00	$ 43,947.00	$ 36,303.00	$ 33,387.00	$ 86,540.00	$ 69,690.00	$ 156,230.00
TOTAL	$ 1,530,201.00	$ 1,699,228.00	$ 1,301,136.00	$ 1,144,942.00	$ 3,229,429.00	$ 2,446,078.00	$ 5,675,507.00

Summary period budget per cost category	Total Year 1	Total Year 2	Total Year 1&2
Human Resources	$ 206,173.00	$ 195,680.00	$ 401,853.00
Training	$ 130,410.00	$ 141,760.00	$ 272,170.00
Infrastructure and Equipment	$ 1,019,900.00	$ 374,800.00	$ 1,394,700.00
Commodities and Products	$ 850,622.00	$ 771,783.00	$ 1,622,405.00
Planning and Administration	$ 55,720.00	$ 21,720.00	$ 77,440.00
Drugs	$ 966,604.00	$ 940,335.00	$ 1,906,939.00
TOTAL	$ 3,229,429.00	$ 2,446,078.00	$ 5,675,507.00