

Charitable Donation Agreement

This **Charitable Donation Agreement** (the "Charitable Donation Agreement"), dated as of **15 JUL 2015** (the "Effective Date"), is made by and between **The Global Fund to Fight AIDS, Tuberculosis and Malaria** (the "Global Fund") and **Open Health Institute** ("OHI" as the "Principal Recipient") (the Global Fund and OHI hereinafter referred to collectively as the "Parties" and individually each a "Party").

WHEREAS, the Global Fund was established in January 2002 as an innovative financing institution for the purpose of attracting and managing financial resources globally as well as providing such resources to countries to support national and regional programs that prevent, treat and care for people with the diseases of HIV/AIDS, tuberculosis and/or malaria; and

WHEREAS, OHI is non-governmental organization in the Russian Federation, founded in 2003 by a group of public health professionals; and

WHEREAS, OHI has applied for a charitable donation from the Global Fund for implementing the Program as described in Schedule 1 to this Charitable Donation Agreement in the Russian Federation, and the Global Fund is willing to provide such donation to OHI for implementing the Program;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 THE APPLICABLE GENERAL TERMS AND CONDITIONS

- 1.1 **Incorporation by Reference.** The "General Terms and Conditions" attached to this Charitable Donation Agreement as Schedule II is applicable to and forms an integral part of this Charitable Donation Agreement.
- 1.2 **Defined Terms.** Wherever used in this Charitable Donation Agreement, the terms defined in Schedule II shall have the respective meanings set forth therein unless modified herein or the context requires otherwise.

ARTICLE 2 THE CHARITABLE DONATION AND THE PROGRAM

- 2.1 **Charitable Donation.** Subject to the determination by the Global Fund, at its sole discretion, of the availability of relevant funding to the Global Fund from its donors, the Global Fund agrees to make available to OHI, for the sole purpose of the Program and for the duration of the Implementation Period, the Charitable Donation Funds as described below:

2.1.1.	Host Country or Region:	Russian Federation
2.1.2.	(Disease) Component:	HIV
2.1.3.	Program Title:	Improving access to HIV prevention, treatment, and care services for key populations in Russia
2.1.4.	Charitable Donation Name:	RUS-H-OHI

2.1.5.	Agreement Number:	791
2.1.6.	Donation Funds:	Up to the amount of USD 10,986,691 (Ten million nine hundred eighty six thousand six hundred ninety one US dollars) or its equivalent in other currencies
2.1.7.	Implementation Period:	From 1 July 2015 to 31 December 2017 (inclusive)
2.1.8.	The Principal Recipient nominated:	Open Health Institute 1 st Kozhevnikhesky pereulok, 6, bld. 1, Moscow 115114, Russian Federation Attention: Mrs. Elena Kryanina Executive Director Telephone: +7 495 6041163 Facsimile: +7 495 6041165 Email: ekryanina@ohi.ru
2.1.9.	Fiscal Year of the Principal Recipient:	1 January to 31 December
2.1.10.	LFA:	KPMG Russia Naberezhnaya Tower Complex ,10 Presnenskaya naberezhnaya, Block C, Moscow 123317, Russian Federation Attention: Ms. Natalya Zhiganova Senior Manager Tax and Legal Department, CMSO Telephone: +7 495 9374477 Facsimile: +7 495 9374499 Email: NZhiganova@kpmg.ru

2.2 Program. The details of the Program, the Program activities and related implementation arrangements are set forth in Schedule I (Integrated Program Description). OHI shall implement the Program in accordance with the detailed Program budget agreed with the Global Fund and adhere to the relevant budgeting guidelines as set forth in the "Global Fund Guidelines for Grant Budgeting and Annual Financial Reporting" (2014, as amended from time to time), available at the Global Fund's Internet site, throughout the Implementation Period.

2.3 Covenants. The Global Fund and OHI further agree that the following requirements are applicable to this Charitable Donation Agreement:

- (1) The use of Charitable Donation funds for the indexation of salaries of the staff of the Principal Recipient shall require the written approval of the Global Fund, which the Global Fund will consider taking into account its review, to occur by 1 October 2015, of the Program performance, relevant economic and market conditions, and, in the Global Fund's discretion, an assessment of real salaries in the relevant sector.
- (2) The use of Charitable Donation funds for any increase in salaries of the staff of any Sub-recipient shall require the written approval of the Global Fund, which the Global Fund will consider taking into account its review, to occur by 1 July 2015, of the Principal Recipient's methodology and, in the Global Fund's discretion, additional market research.

ARTICLE 3 MISCELLANEOUS

3.1 Survival.

- (1) All agreements, representations and covenants made by OHI in the Charitable Donation Agreement shall be considered to have been relied upon by the Global Fund and shall survive the execution and delivery of the Charitable Donation Agreement, regardless of any investigation or assessment made by the Global Fund or by other third party on its behalf prior to the execution and delivery of the Charitable Donation Agreement or notwithstanding that the Global Fund may have had notice or knowledge of any fact or incorrect representation or warranty at any time during the Implementation Period, and shall continue in full force and effect until the end of such Implementation Period.
- (2) Sections 1.1, 1.2, 2.2 to 2.4, and 3.1 to 3.3 of this Charitable Donation Agreement, and Sections 1.3, 2.2 to 2.4, 3.1, 3.3(3), 3.4 to 3.6, 4.2, 4.3(4), 4.4(2), 5.2, 6.4(2), 6.5, 6.6, 7.1, 7.5, 7.6, 10.3, 10.4, and Articles 11 and 12 of the General Terms and Conditions shall survive the expiry of the Implementation Period or early termination of the Charitable Donation Agreement.
- (3) The expiry of the Implementation Period or any early termination of the Charitable Donation Agreement, for whatever reason, shall not affect any rights or obligations accrued or subsisting to either Party prior to such expiry or early termination.

3.2 Governing law. This Charitable Donation Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2004).

3.3 Notices.

- (1) Any notice under this Charitable Donation Agreement given by one Party to the other Party (the "Notice") shall be made in writing and delivered personally or by certified or registered mail (postage prepaid), by international courier, by fax, or by electronic messaging system to the relevant address and/or number described below, or to such other address(es) and/or number(s) as any Party may designate by written notice to the other Party in accordance with this Section:

For the Global Fund:

The Global Fund to Fight AIDS, Tuberculosis and Malaria
Chemin de Blandonnet 8, 1214 Vernier, Geneva, Switzerland

Attention: Mark Eldon-Edington
Head, Grant Management Division
Telephone: +41 58 791 1700
Facsimile: +41 58 791 1701
Email: headgrantmanagement@theglobalfund.org

For OHI:

Open Health Institute
1st Kozhevnychesky pereulok, 6, bld. 1, Moscow 115114, Russian
Federation

Attention: Mrs. Elena Kryanina
Executive Director
Copy to: Natalia Vasilieva
General Director
Telephone: +7 495 6041163
Facsimile: +7 495 6041165
Email: ekryanina@ohi.ru

Any Notice shall be deemed to have been duly given (a) when delivery to the receiving Party is complete if delivered in person or via international courier, (b) upon receipt if delivered by registered or certified mail, postage prepaid, (c) upon confirmation of successful transmission if sent by facsimile, and (d) when successfully sent if effected through electronically messaging system, provided that it is followed by transmittal of the original of such Notice via international courier or by registered or certified mail, postage prepaid.

- (2) In the case of any communication to the Global Fund through the LFA as may be required under the Charitable Donation Agreement, OHI shall submit such communication to the LFA representative whose details are set forth in Section 2.1.10 above, following a principle similar to that described in sub-paragraph (2) of this Section above.
- (3) All communications under the Charitable Donation Agreement shall be in English with a copy to the CC.

3.4 Counterparts; Delivery through Facsimile or Electronic Messaging System. This Charitable Donation Agreement may be executed in one or more identical counterparts, all of which shall constitute one and the same agreement as if the Parties had signed the same document. This Charitable Donation Agreement may also be signed and delivered by facsimile transmission or by electronic messaging system, and such signature and delivery shall have the same force and effect as an original document with original signatures.

3.5 Effective Date. This Charitable Donation Agreement shall become effective on the date when the last Party to sign has executed this Charitable Donation Agreement.

IN WITNESS WHEREOF, the Global Fund and OHI have caused this Charitable Donation Agreement to be executed and delivered by their respective duly authorized representatives as of the date of last signature below.

**The Global Fund
to Fight AIDS, Tuberculosis and Malaria**

Open Health Institute

By: _____
Name: Mark Eldon-Edington
Title: Head, Grant Management Division
Date: 15/7/15

By: _____
Name: _____
Title: C
Date: 03.07.2015

Acknowledged by

By: _____
Name: Ms. Irina Maslova
Title: Chair of the Coordination
Committee for the Russian
Federation
Date: 08.07.2015

By: _____
Name: Mr. Aleksei Korolkov
Title: Civil Society Representative of the
Coordination Committee for the
Russian Federation
Date: 13.07.2015

SCHEDULE II
GENERAL TERMS AND CONDITIONS

ARTICLE 1
PURPOSE; APPLICATION TO CHARITABLE DONATION AGREEMENT

- 1.1 **Purpose.** The purpose of these General Terms and Conditions is to set forth certain terms and conditions generally applicable to charitable donations made by the Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund”).
- 1.2 **Application.** For any charitable donation made by the Global Fund in respect of a Program (as such term is defined in Section 2.2 below), these General Terms and Conditions apply to the extent specified in the Charitable Donation Agreement (as such term is defined in Section 2.2 below) for such charitable donation.
- 1.3 **Inconsistency with Charitable Donation Agreement.** If any provision of the Charitable Donation Agreement is inconsistent with a provision of these General Terms and Conditions, the provision of the Charitable Donation Agreement shall govern.

ARTICLE 2
DEFINITIONS; INTERPRETATION

- 2.1 **Short Title.** *[Intentionally left blank]*
- 2.2 **Definitions.** Except where the context otherwise specifies, the following terms wherever used in these General Terms and Conditions or in the Charitable Donation Agreement to which these General Terms and Conditions have been made applicable shall have the respective meanings as defined below:

Auditing Guidelines	means the Global Fund’s “Guidelines for Annual Audits of Global Fund Grant Program Financial Statements” (2014, as may be amended from time to time), available at the Global Fund’s Internet site;
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CC	means the Coordination Committee in the Host Country (as such term is defined below), whose role is, among others, to (1) coordinate the development of Concept Note(s) (as such term is defined below) to the Global Fund for relevant Program(s) based on priority needs at the national level and (2) oversee the implementation of Program Activities (as such term is defined below);
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Charitable Donation Agreement	means the Charitable Donation Agreement signed between the Principal Recipient and the Global Fund pursuant to which the Global Fund provides Charitable Donation Funds;
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Charitable Donation Funds	means the funds specified in the Charitable Donation Agreement, which the Global Fund, subject to the terms and conditions set forth in the Charitable Donation
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	Agreement, agrees to make available to the Principal Recipient in the form of a charitable donation for the implementation of the relevant Program;
Code of Conduct for Recipients	means the Global Fund's "Code of Conduct for Recipients of Global Fund Resources" (2012, as may be amended from time to time), available at the Global Fund's Internet site;
Code of Conduct for Suppliers	means the Global Fund's "Code of Conduct for Suppliers" (2009, as may be amended from time to time), available at the Global Fund's Internet site;
Concept Note	means a written proposal prepared for a Program or, as the case may be, Programs in accordance with the requirements of the Global Fund;
Disbursement	in respect of a specific tranche of the Charitable Donation Funds (as such term is defined above) for a Program, means an act by the Global Fund to effect a transfer of the whole or a part of such tranche amount to the designated bank account of the Principal Recipient (as such term is defined below) or a third party, all in accordance with the Charitable Donation Agreement;
Government Entity	in respect of the Host Country, means a branch, ministry, division, department, unit or an agency, instrumentality or other entity of the government of such Host Country at any level, or any entity or organization, in which the government of such Host Country at any level is a majority shareholder or over whose operations the government of such Host Country at any level has control or substantial influence;
Health Product	shall have the same meaning as defined in the Health Products Guide (as such term is defined below);
Health Products Guide	means the Global Fund's "Guide to Global Fund's Policies on Procurement and Supply Management of Health Products" (2012, as may be amended from time to time), available at the Global Fund's Internet site;
Host Country	means a country or an economic territory in which a specific Program is implemented;
Implementation Period	in respect of a Program, means the period in which the relevant Program Activities are scheduled to be implemented and completed;
LFA	In respect of a Program, means a Local Fund Agent that is engaged by the Global Fund to provide oversight, verification and/or reporting services to the Global Fund concerning Program implementation in the relevant Host Country;
Principal Recipient	in respect of the Program, means an entity nominated by the CC to implement the Program in accordance with the Charitable Donation Agreement;
Program	means a program designed to utilize the Charitable Donation Funds to fight against the diseases of

	HIV/AIDS, tuberculosis and/or malaria, including strengthening of related health systems, in a Host Country or Host Countries;
Program Activities	in respect of a Program, means activities directly supporting or relating to the implementation of the Program or otherwise financed by the Program with the relevant Charitable Donation Funds;
Program Assets	in respect of a Program, means collectively all goods or other tangible or intangible property acquired wholly or partly using Charitable Donation Funds, including, but not limited to, any asset not fully paid for, under such Program;
Program Books and Records	in respect of a Program, means any and all programmatic or accounting books, records, documents and other evidence relating to the Charitable Donation Agreement, which can adequately show, without limitation, all costs incurred and revenues earned for the Program and the overall progress towards completion of the Program;
Sub-recipient	in respect of a Program, means a recipient who receives Charitable Donation Funds directly or indirectly from the Principal Recipient and undertakes to implement certain Program Activities;
Suppliers	means collectively, without limitation, all bidders, suppliers, agents, intermediaries, consultants and contractors, who are not the Principal Recipient(s) or Sub-recipients but provide goods and/or services to a Program; and
Trust Fund	means the “Trust Fund for the Global Fund to Fight AIDS, Tuberculosis and Malaria” established by the Global Fund with the World Bank.

2.3 **Acronyms.** Unless otherwise defined herein, the acronyms used in the Charitable Donation Agreement shall have their respective meanings as described in the “List of Commonly Used Global Fund Terminology” (as may be amended from time to time), available at the Global Fund’s Internet site.

2.4 **Interpretation.** Except where the context otherwise specifies, (1) references in these General Terms and Conditions to Articles or Sections are to Articles or Sections of these General Terms and Conditions; (2) the headings of the Articles and Sections are inserted for convenience of reference only and shall not affect in any way the meaning or interpretation of these General Terms and Conditions; (3) singular includes plural form and vice versa; and (4) a reference to any gender includes any other gender.

ARTICLE 3 CHARITABLE DONATION FUNDS

3.1 **Use of Charitable Donation Funds.** For each Program, the Principal Recipient shall ensure, and shall cause each of its Sub-recipients to ensure, that:

(1) All Charitable Donation Funds disbursed according to the Charitable Donation Agreement are prudently managed, and are used solely for relevant Program

Activities and consistent with the terms and conditions set forth in the Charitable Donation Agreement; and

- (2) All goods, services and activities financed with Charitable Donation Funds, including those goods and services procured and activities implemented by Sub-recipients, are used solely for Program purposes.

3.2 Funding Commitment. For each Program, the total amount that the Global Fund agrees to make available under the Charitable Donation Agreement shall be committed by the Global Fund in tranches on an annual basis. The amount of each such annual tranche shall be determined by the Global Fund at its sole discretion; provided, however, that (1) the first annual tranche shall be specified in, and deemed committed by the Global Fund upon the signing of, the Charitable Donation Agreement and (2) the amount of each subsequent annual tranche, once determined, shall be communicated by the Global Fund in due course through a written notice to the Principal Recipient.

3.3 Disbursement.

- (1) For each tranche of the Charitable Donation Funds committed by the Global Fund for a Program in accordance with Section 3.2, the Global Fund shall disburse relevant Charitable Donation Funds through one or more cash payments taking into consideration the cash flow needs and performance of the Program; provided, however, that notwithstanding any funding commitment that the Global Fund has made pursuant to Section 3.2 or any anticipated disbursement schedule that may be included in the Charitable Donation Agreement, the following conditions shall apply:
 - (a) any Disbursement by the Global Fund under the Charitable Donation Agreement shall be subject to the determination by the Global Fund, at its sole discretion, of the availability of relevant funding to the Global Fund from its donors;
 - (b) the timing and amount of each Disbursement shall be determined by the Global Fund at its sole discretion taking into consideration cash flow needs and Program performance; and
 - (c) no Disbursement described in the Charitable Donation Agreement shall be made by the Global Fund unless all of the requirements specified hereunder and in the Charitable Donation Agreement have been met or are otherwise waived by the Global Fund in writing.
- (2) For each Program, except otherwise notified by the Global Fund in writing to the Principal Recipient, the Global Fund shall not effect or otherwise authorize any Disbursement after the end of the Implementation Period specified in the Charitable Donation Agreement.
- (3) For each Program, the Global Fund at its sole discretion may de-commit the whole or a part of the relevant Charitable Donation Funds (to the extent previously committed by the Global Fund in accordance with Section 3.2 but not disbursed to the Principal Recipient) upon the expiry of the Implementation Period for which such Charitable Donation Funds are made available, or as otherwise deemed appropriate by the Global Fund during the Implementation Period.

3.4 Management of Charitable Donation Funds.

- (1) **Bank Account** – For each Program, the Principal Recipient shall ensure, and shall cause each of its Sub-recipients to ensure, that:
 - (a) the relevant Charitable Donation Funds are deposited in a bank, of which the establishment and operations are fully compliant with all applicable local and international banking standards and regulations, including, but not limited to, capital adequacy requirements;

- (b) the relevant Charitable Donation Funds in the possession of, or held for or on behalf of, the Principal Recipient or any Sub-recipient 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 the Program;
 - (c) at all times, the relevant Charitable Donation Funds are held in a form that may be withdrawn in full at any time upon demand; and
 - (d) the Charitable Donation Funds are not co-mingled with other funds unless agreed to in writing by the Global Fund.
- (2) **Interest** – For each Program, the Principal Recipient shall ensure, and shall cause each of its Sub-recipients to ensure, that any interest accrued on the Charitable Donation Funds shall be accounted for and reported to the Global Fund through progress reports specified in Section 6.2. Any interest so accrued may be used for Program purposes upon prior written approval of the Global Fund.
- (3) **Revenues** – For each Program, the Principal Recipient shall ensure, and shall cause each of its Sub-recipients to ensure, that any revenues earned by the Principal Recipient or Sub-recipients from any Program Activities (including, but not limited to, revenues from the so-called “social marketing” activities using Charitable Donation Funds, refunds or rebates from Suppliers, and social security reimbursements in relation to the Principal Recipient’s or any Sub-recipient’s employees whose salary are supported by Charitable Donation Funds) shall be accounted for and reported to the Global Fund through either progress reports specified in Section 6.2 or separate reports in the form and substance approved by the Global Fund. Any such revenues may be used for Program purposes upon prior written approval of the Global Fund.

3.5 **Exemption from Taxation.**

- (1) **General Principle** – For each Program, the Charitable Donation Funds are made available by the Global Fund for the purposes of implementing respective Program Activities, and the Charitable Donation Agreement and the purchase and/or import of any goods or services using the Charitable Donation Funds shall be exempt from relevant taxation applicable in the Host Country, including, but not limited to, (a) customs duties, import duties, taxes or fiscal charges of equal effect levied or otherwise imposed on the Health Products imported into the Host Country under the Charitable Donation Agreement or any related Sub-recipient or Supplier contract, and (b) the value-added tax levied or otherwise imposed on the purchases of goods and services using Charitable Donation Funds.
- (2) **Obligations** –
 - (a) Subject to any detailed implementation arrangements that the Global Fund may otherwise agree with the Host Country, the Host Country is required to provide tax exemption on Charitable Donation Funds according to the principle described in sub-paragraph (1) of this Section above. For the avoidance of doubt, the obligation of the Host Country in this regard also applies to the Programs implemented partially or wholly by any Principal Recipient or Sub-recipient that is not a Government Entity.
 - (b) If the Principal Recipient concerned is not a Host Country, the Principal Recipient shall use its best effort to facilitate and cause that the Charitable Donation Agreement and the purchase and/or import of any goods or services using the Charitable Donation Funds are exempt from taxation according to the principle described in sub-paragraph (1) of this Section above.
 - (c) For each Program, the Principal Recipient shall regularly report to the Global Fund, in such form and substance as may be required by the Global

Fund, the status of tax exemption under the Charitable Donation Agreement.

(3) **Refund of Taxes.**

- (a) For any Program implemented in the Host Country, irrespective of whether or not the Principal Recipient or Sub-recipient concerned is a Government Entity:
 - (i) should there be taxes levied and paid out of the Charitable Donation Funds by any Principal Recipient or Sub-recipient, the Host Country shall refund the amount of such taxes to the Global Fund in a form and manner acceptable to the Global Fund; and
 - (ii) despite the request of the Global Fund, should the Host Country fail to refund in full such taxes levied or paid, the Global Fund shall have the right to: (x) withhold further Disbursements for the Programs implemented in such Host Country until such tax amount is fully refunded in a form and manner acceptable to the Global Fund, and/or (y) deduct twice the amount of the taxes paid from further Disbursement(s) for any Program implemented in, or from future funding allocated to, such Host Country.
- (b) For any Program in relation to which the Principal Recipient concerned is an entity other than the Host Country,
 - (i) notwithstanding the existence of an exemption by the Host Country from taxation for the Program, should there be taxes levied and paid out of the Charitable Donation Funds by the Principal Recipient or Sub-recipient of such Principal Recipient, it is the sole responsibility of the Principal Recipient to seek a timely refund from the relevant tax authorities of the Host Country and to return the amount of such taxes to the Global Fund in a form and manner acceptable to the Global Fund; and
 - (ii) despite the request of the Global Fund, should the Principal Recipient fail to refund in full such taxes levied or paid, the Global Fund shall have the right to terminate the Charitable Donation Agreement and such termination shall not affect the obligation of such Principal Recipient to refund the relevant tax amount to the Global Fund.

3.6 **Anti-Money Laundering and Countering Terrorist-Financing.**

- (1) **General Principle** – For each Program, the Principal Recipient shall use its reasonable efforts to ensure, and shall cause each of its Sub-recipients to ensure, that Charitable Donation Funds are not used by the Principal Recipient or any of its Sub-recipients to support or promote violence, to aid terrorists or terrorist-related activity, to conduct money-laundering activities or to fund organizations or individuals known to support terrorism or that are involved in money-laundering activities.
- (2) **Requirements** – For each Program, the Principal Recipient acknowledges and agrees, and shall cause each of its Sub-recipients to acknowledge and agree, that, consistent with the Global Fund's commitment to prevent money-laundering activities and counter terrorist-financing:
 - (a) any transaction to effect the transfer, disbursement, payment, or exchange of Charitable Donation Funds (including wire transfers and currency exchanges) shall be carried out through the Principal Recipient's or, as the case may be, the relevant Sub-recipient's bank account into which Charitable Donation Funds are disbursed, unless otherwise authorized in writing by the Global Fund prior to such transaction;
 - (b) all transactions involving Charitable Donation Funds that are effected through wire transfer or currency exchange shall be duly recorded in accordance with relevant auditing requirements;

- (c) all currency exchanges involving Charitable Donation Funds shall be carried out through established and regulated financial institutions. For the avoidance of doubt, currency exchange operations which are not carried out through established and regulated financial institutions shall not be regarded as being undertaken for the Program purposes; and
 - (d) any transfer, disbursement, payment, or exchange of Charitable Donation Funds, by any means, (i) to third parties not directly related to the implementation of the Program and the related Charitable Donation Agreement, or (ii) for any activities that are not Program Activities, is strictly prohibited.
- (3) **Remedies and Responsibilities** – For each Program, the Principal Recipient acknowledges and agrees, and shall cause each of its Sub-recipients to acknowledge and agree, that the Global Fund may exercise its right to terminate or apply restrictions to the Charitable Donation Agreement upon the occurrence of any transaction conducted by the Principal Recipient or any of its Sub-recipients involving Charitable Donation Funds that contravenes the provisions of this Article, and that the Principal Recipient shall bear sole and ultimate responsibility, financial and otherwise, for any losses resulting from any such transaction referred to above and shall reimburse the Global Fund for the amount of any losses or gains resulting therefrom.

ARTICLE 4

ENTITIES INVOLVED IN PROGRAM IMPLEMENTATION

For each Program, the entities involved in the implementation of Program Activities include the following:

- 4.1 **CC.**
- (1) The Principal Recipient acknowledges that for the Program, the CC in the Host Country shall coordinate the submission of relevant Concept Note(s) to the Global Fund and oversee the implementation of Program Activities in such Host Country.
 - (2) In implementing each Program, the Principal Recipient shall take all appropriate and necessary actions to ensure that the Principal Recipient:
 - (a) cooperates with the Global Fund and the CC;
 - (b) is available to meet regularly with the CC to discuss plans, share information and communicate on matters that relate to the Program;
 - (c) provides to the CC a copy of reports and material information relating to the Program for information purposes; and
 - (d) acknowledges and understands that the Global Fund may, at its sole discretion, share information about the Program with the CC and/or other relevant Program stakeholders.
- 4.2 **Principal Recipient.** For each Program, the Principal Recipient nominated by the CC in the Host Country shall implement the Program by exercising the rights and discharging the obligations of the Principal Recipient in accordance with the Charitable Donation Agreement; provided, however, that such Principal Recipient shall be specified in the Charitable Donation Agreement.
- 4.3 **Sub-recipients.** For each Program, the Principal Recipient may provide Charitable Donation Funds to one or more Sub-recipients to carry out Program Activities; provided, however, that the Principal Recipient shall:
- (1) assess the capacity of each Sub-recipient to implement relevant Program Activities, including, but not limited to, each such Sub-recipient's capacity and

- internal control mechanism to adequately manage Charitable Donation Funds; make such assessments available to the Global Fund upon request; and select each Sub-recipient accordingly in a transparent and well-documented manner;
- (2) enter into a written 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 the relevant Charitable Donation Agreement, including, but not be limited to, those provided for under Sections 3.1, 3.6, 5.1, 5.2 and 6.6, and make a copy of each such Sub-recipient agreement available to the Global Fund upon request;
 - (3) maintain and comply with a system to monitor the programmatic and financial performance of Sub-recipients and assure regular reporting from them in accordance with the requirements of the relevant Charitable Donation Agreement; and
 - (4) if any act or omission of any of its Sub-recipients is considered by the Global Fund a violation of the relevant Charitable Donation Agreement, be fully responsible for all such acts and omission as if they were the acts and omissions of the Principal Recipient, including, but not limited to, programmatic performance and accountability for the use of Charitable Donation Funds.

4.4 **LFA.**

- (1) **Appointment of LFA** – For each Program, the Global Fund shall have the right to retain an LFA to perform certain functions on behalf of the Global Fund, including, but not limited to:
 - (a) assessment of the capacity of the Principal Recipient and Sub-recipients to implement relevant Program Activities and manage Charitable Donation Funds; and
 - (b) verification of the Principal Recipient's progress towards the objectives of the Program, use of Charitable Donation Funds and compliance with the terms and conditions of the Charitable Donation Agreement.
- (2) **Cooperation** – For each Program, the Principal Recipient shall take all appropriate and necessary actions to ensure that it and each of its Sub-recipients and Suppliers cooperates fully with the LFA to permit the LFA to carry out its functions. To this end, the Principal Recipient shall, among other things:
 - (a) submit all reports, requests for Disbursement, and other communications that are required under the relevant Charitable Donation Agreement to the Global Fund through or with copies to the LFA as the Global Fund may require;
 - (b) submit copies of all audit reports to the LFA;
 - (c) facilitate communication between the auditor referenced in Section 7.3 and the LFA, including, but not limited to, inclusion of the LFA in the audit entry and exit meetings;
 - (d) permit the LFA to perform *ad hoc* site visits during business hours upon the LFA's reasonable prior written notice;
 - (e) permit the LFA to review Program Books and Records during business hours upon the LFA's reasonable prior written notice;
 - (f) permit the LFA to interview its personnel and the personnel of Sub-recipients during business hours upon the LFA's reasonable prior written notice;
 - (g) 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
 - (h) cooperate with the LFA in other ways that the Global Fund may require.

4.5 **Additional Principal Recipients.** The Principal Recipient acknowledges that the Global Fund may from time to time award grants or make donations to other entities to

implement other Programs in the same Host Country or region. The Principal Recipient shall cooperate with such other entities to realize the benefits of all Programs financed by the Global Fund in such Host Country or region.

ARTICLE 5

PROCUREMENT AND SUPPLY MANAGEMENT

5.1 Contracts for Goods and Services.

- (1) **Procurement Practices** – For each Program, the Principal Recipient shall ensure that it keeps the Global Fund continuously informed about the policies and practices that it uses to contract for goods and services under the Charitable Donation Agreement. At a minimum, the policies and practices governing all procurement under the relevant Program shall conform to the requirements (a) through (h) listed below and, where Health Products are being procured, those listed in Section 5.2 below. The Principal Recipient shall ensure that such policies and practices are followed at all times.
 - (a) 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;
 - (b) All bid solicitations must be clearly notified to all prospective bidders, which shall be given a sufficient amount of time to respond to such solicitation;
 - (c) 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;
 - (d) The conditions of participating in a bid shall be limited to those that are essential to ensure the participant's capability to fulfil the contract in question and compliance with the relevant procurement law of the Host Country;
 - (e) Contracts shall be awarded only to contractors that possess the ability to successfully perform the contracts;
 - (f) 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;
 - (g) The Principal Recipient and its representatives and agents shall not engage in any practice that is in violation of the Code of Conduct for Recipients or the Code of Conduct for Suppliers in relation to such procurement; and
 - (h) The Principal Recipient shall maintain records documenting in detail the nature and extent of solicitations of prospective suppliers of goods and services to be procured with Charitable Donation Funds, the basis for awarding relevant contracts and orders, and the receipt and use of goods and services so procured.
- (2) **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 procured with Charitable Donation Funds in accordance with the relevant procurement and supply management arrangements approved by the Global Fund.
- (3) **Compliance of Sub-recipients** – In the event that any Sub-recipient undertakes procurement of goods and services for the relevant Program, the Principal Recipient shall take all appropriate and necessary actions to ensure that such Sub-recipient complies with the requirements of this Article.

5.2 **Pharmaceutical and Other Health Products.**

- (1) For each Program, the Principal Recipient shall and shall cause each of its Sub-recipients to ensure that all Health Products financed with Charitable Donation Funds are procured through contracts awarded in compliance with this Article and the Health Products Guide. All the provisions of the Health Products Guide are hereby incorporated herein by reference in their entirety as if they were fully set forth herein.
- (2) For each Program, the Principal Recipient acknowledges and agrees that without prejudice to any other remedy available to the Global Fund under the relevant Charitable Donation Agreement or at law, if the Global Fund at its sole discretion determines that the Principal Recipient or any of its Sub-recipients has not complied with the relevant Charitable Donation Agreement, the Health Products Guide, the procurement and supply management arrangements (including, but not limited to, the list of health products and their quantities and costs) approved by the Global Fund, or any document incorporated by reference in the Health Products Guide, the Global Fund may, at its sole discretion, require or undertake any one or more of the following actions:
 - (a) require the Principal Recipient to refund immediately to the Global Fund, in accordance with Section 11.1, all or part of the amounts disbursed or used in connection with a contract that has been awarded in a manner that is not consistent with any provision of the relevant Charitable Donation Agreement, the provisions of the Health Products Guide, the procurement and supply management arrangements (including, but not limited to, the list of health products and their quantities and costs) approved by the Global Fund, or the provisions of any document incorporated by reference in the Health Products Guide;
 - (b) require the Principal Recipient and each of its Sub-recipients to procure the needed Health Products from a procurement agent or other supplier acceptable to the Global Fund, and for such period as considered appropriate by the Global Fund; and
 - (c) arrange and effect direct disbursement of relevant Charitable Donation Funds to a procurement agent or other supplier acceptable to the Global Fund.

ARTICLE 6 IMPLEMENTATION

6.1 **General.**

- (1) For each Program, the Principal Recipient shall ensure that the Program is implemented in accordance with the details set forth in the Charitable Donation Agreement.
- (2) **Respect for Human Rights –**
 - (a) The Principal Recipient acknowledges that all Programs financed by the Global Fund are expected to:
 - (i) grant non-discriminatory access to services for all, including people in detention;
 - (ii) employ only scientifically sound and approved medicines or medical practices;
 - (iii) not employ methods that constitute torture or that are cruel, inhuman or degrading;
 - (iv) respect and protect informed consent, confidentiality and the right to privacy concerning medical testing, treatment or health services rendered; and

- (v) avoid medical detention and involuntary isolation, which, consistent with the relevant guidance published by the World Health Organization, are to be used only as a last resort.

The Principal Recipient shall ensure that the standards listed above are duly reflected in the Principal Recipient's agreement with, or communicated in writing to, each of its Sub-recipients and Suppliers.

- (b) In implementing each Program, the Principal Recipient shall, in a timely manner, disclose to the Global Fund any actual or potential non-compliance of the standards listed in sub-paragraph (2)(a) of this Section. If so requested by the Global Fund, the Principal Recipient shall cooperate with the Global Fund and any of its agents or representatives to ascertain the facts of any non-compliance so disclosed.
- (c) In the event that the Global Fund, based on information received or otherwise available, determines in its sole discretion that a Program has substantially failed to comply with the standards listed in sub-paragraph (2)(a) of this Section, it may require the Principal Recipient to establish a work plan to be approved by the Global Fund to address such non-compliance. The Global Fund may, in its sole discretion, additionally decide to restrict the use of Charitable Donation Funds to finance non-compliant Program Activities.

6.2 Progress Reports.

- (1) **Periodic and *ad hoc* Reports** – For each Program, the Principal Recipient shall ensure that:
 - (a) the Principal Recipient, no later than 45 days after the end of each reporting period indicated in the Charitable Donation Agreement, reports on the progress towards meeting the Program objectives and targets as set forth in the Charitable Donation Agreement for the reporting period in question. The Principal Recipient shall also report on in-country cash balance;
 - (b) the Principal Recipient submits periodic reports in the form required by, and containing the substance satisfactory to, the Global Fund. For the reporting period in question, the Principal Recipient shall explain in the report any variance between planned and actual achievements and between planned and actual expenditures; and
 - (c) the Principal Recipient provides to the Global Fund such other information and *ad hoc* reports at such times as the Global Fund may request from time to time in writing. The Principal Recipient shall also provide to the CC a copy of all reports that the Principal Recipient submits to the Global Fund under this Article.
- (2) **Use of Reports** – For each Program, the Principal Recipient acknowledges and agrees that:
 - (a) the Global Fund may release to the general public, in whole or in part, the reports, documents and other information that have been submitted by the Principal Recipient to the Global Fund or the LFA under the relevant Charitable Donation Agreement; and
 - (b) the Global Fund may, at its sole discretion, use, reproduce, modify and/or adapt information and other data contained in such reports for any reason whatsoever.

6.3 Monitoring and Evaluation.

- (1) **General** – For each Program, the Principal Recipient shall monitor and evaluate the progress of the Program toward its objectives, including the activities implemented by Sub-Recipients, in accordance with the monitoring and evaluation plan agreed by the Global Fund. The Principal Recipient shall ensure

that it receives quality data regarding such progress and reports accurately on the Program results.

- (2) **Evaluation by the Global Fund** – For each Program, the Global Fund may, at its sole discretion, conduct or commission evaluations of the Program, or of specified Program Activities, implementing structures or other Program issues. The schedule and relative terms of reference for conducting any such evaluation shall be at the Global Fund's discretion. The Principal Recipient shall, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients, facilitate any such evaluation. Exercise by the Global Fund of this right does not relieve in any way the Principal Recipient of its obligations under subparagraph (1) of this Section to monitor and evaluate the Program in accordance with the relevant Charitable Donation Agreement.

6.4 **Insurance; Liability for Loss, Theft or Damage.**

- (1) **Insurance** – For each Program, 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. To the extent that the title to relevant Program Assets is held by any Sub-recipient, the Principal Recipient shall require such Sub-recipient to maintain an insurance of the type and coverage similar to the above.
- (2) **Liability for Loss, Theft or Damage** –
 - (a) The Principal Recipient shall be liable for the loss or theft of, or damage to, any and all Program Assets (including those in the possession of Sub-recipients), and, immediately upon any such loss, theft or damage, shall replace such items with similar assets of the same quantity and quality at its own expense.
 - (b) In addition, the Principal Recipient shall be liable for the loss or theft of any Charitable Donation Funds held in cash in the possession of the Principal Recipient or any of its agents or Sub-recipients.

6.5 **Use of Global Fund's Logos or Trademarks.** The Principal Recipient shall not, and shall take all appropriate and necessary actions to ensure that all Sub-recipients do not, use the name, logo or any trademarks of the Global Fund unless they have been duly licensed directly or indirectly by the Global Fund for such use.

6.6 **Anti-corruption.**

- (1) **Code of Conduct for Recipients** – For each Program, the Principal Recipient shall comply with the Code of Conduct for Recipients, of which all the provisions are hereby incorporated herein by reference in their entirety as if they were fully set forth herein. The Principal Recipient shall also ensure that the Code of Conduct for Recipients is communicated to all Sub-recipients, including through incorporation by reference of the Code of Conduct for Recipients in each Sub-recipient agreement that the Principal Recipient enters into.
- (2) **Code of Conduct for Suppliers** – For each Program, the Principal Recipient shall ensure that the Code of Conduct for Suppliers, of which all the provisions are hereby incorporated herein by reference in their entirety as if they were fully set forth herein, is communicated to each and all Suppliers. The Principal Recipient acknowledges and agrees that in the event of non-compliance by a Supplier with the Code of Conduct for Suppliers, to be determined by the Global Fund at its sole discretion, the Global Fund shall have the right to (a) restrict the use of relevant Charitable Donation Funds so as not to fund the contract between the Principal Recipient (or, as the case may be, the Sub-recipient) and the

Supplier in question or (b) seek a refund from the Principal Recipient in the event that the payment has already been made to the Supplier in question.

- (3) **Enforcement of Standards of Conduct** – For each Program, the Principal Recipient shall, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients shall, maintain and enforce standards of conduct to govern the performance of persons affiliated with the Principal Recipient or any of its Sub-recipients (including, but not limited to, directors, officers, employees or agents) engaged in the award and administration of grants, contracts, or other benefits using Charitable Donation Funds to ensure that such persons do not engage in any practice that is in violation of the Code of Conduct for Recipients or the Code of Conduct for Suppliers.

6.7 **Program Assets.**

- (1) **Title** – During the Implementation Period for a Program, title to relevant 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 at its sole discretion, that title be transferred to the Global Fund or another entity nominated by the Global Fund.
- (2) **Fixed Assets Register** – For each Program, the Principal Recipient shall, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients shall, maintain appropriate records of all fixed assets procured with Charitable Donation Funds.

- 6.8 **Management Letters.** To assist the Principal Recipient in the implementation of Programs, the Global Fund may issue, from time to time, management letters to provide additional information and guidance about matters stated in the relevant Charitable Donation Agreement or otherwise related to the Program.

ARTICLE 7 BOOKS AND RECORDS; AUDITS

- 7.1 **Books and Records of the Program.** For each Program, the Principal Recipient shall, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients shall, respectively maintain Program Books and Records in accordance with the Russian Accounting Principles or the internationally recognized accounting standards in the Host Country, and such Program Books and Records shall, among other things, properly register the name of the beneficiary and the purpose for each payment and allow for full reconciliation of expenditures with sufficient supporting documentation. All Program Books and Records must be kept for at least seven years after the date of the last disbursement under the Charitable Donation Agreement or for such longer period as may be required by the Global Fund.
- 7.2 **Principal Recipient and Sub-recipient Audits.** For each Program, the Principal Recipient shall, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients shall, have their respective annual financial audits of Program revenues and expenditures conducted by one or more independent auditors in accordance with the requirements of the Auditing Guidelines, of which all the provisions are hereby incorporated herein by reference in their entirety as if they were fully set forth herein.
- 7.3 **Independent Auditor.** For each Program, the independent auditor(s) referred to in Section 7.2 shall be selected within three months of the effective date of the Charitable Donation Agreement. The selection and the related terms of reference of such independent auditor(s) shall be approved by the Global Fund.

- 7.4 **Audit Reports.** For each Program, the Principal Recipient shall provide the Global Fund with all audit reports required under the Charitable Donation Agreement in accordance with the requirements of the Auditing Guidelines.
- 7.5 **Audit by the Global Fund.** For each Program, the Global Fund reserves the right, on its own or through an agent (utilizing Charitable Donation Funds or other resources available for this purpose), to perform the audits required under the Charitable Donation 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 Charitable Donation Funds and to monitor compliance by the Principal Recipient with the terms of the relevant Charitable Donation Agreement. The Principal Recipient shall cooperate, and shall take all appropriate and necessary actions to ensure that all Sub-recipients and Suppliers cooperate, with the Global Fund and its agents in the conduct of such evaluation, review, audit, inspection, assurance validation, counter-fraud activities, investigations, or other action.
- 7.6 **Right of Access.** For each Program, the Principal Recipient shall take all appropriate and necessary actions to ensure that the Principal Recipient, all Sub-recipients, and all relevant third parties permit authorized representatives of the Global Fund, including the Office of the Inspector General, agents of the Global Fund, and any other third party appointed by the Global Fund, unrestricted access at all times to: (1) Program Books and Records and any other documentation related to the Program, including, but not limited to, e-mail correspondence through access to mail servers, backup and archival media and provision of account information, passwords and keys; (2) the premises of the Principal Recipient and any of its Sub-recipients where Program Books and Records are kept or Program activities are or have been carried out; (3) other sites where Program-related documentation is kept or Program Activities are or have been carried out; (4) all personnel of the Principal Recipient and all Sub-recipients; and (5) all computers and storage media which are, or have been, used in the course of processing or storage of (a) programmatic data for the Program or (b) the Program Books and Records, including provision of account information, passwords and keys. For each Program, the Principal Recipient shall also take all appropriate and necessary actions to ensure that each Sub-recipient agreement entered into by the Principal Recipient includes the right of unrestricted access contained in this Section. For the avoidance of doubt, the denial of the right of unrestricted access contained in this Section, including, but not limited to, the denial of the Office of the Inspector General's right of unrestricted access, shall constitute a breach of the relevant Charitable Donation Agreement. For each Program, the Principal Recipient shall further take all appropriate and necessary actions to ensure that any agreement entered into by the Principal Recipient with a third party does not restrict, through confidentiality undertakings or otherwise, the Global Fund from exercising in full the rights set forth herein, and that the Principal Recipient notifies the Global Fund as soon as it becomes aware of any such restriction.
- 7.7 **Notification.** For each Program, the Principal Recipient shall notify the Global Fund promptly in writing of any audit, investigation, probe, claim or proceeding pertaining to the operations of the Principal Recipient or any of its Sub-recipients or Suppliers.

ARTICLE 8 REPRESENTATIONS OF THE PRINCIPAL RECIPIENT

Except as otherwise specified, the Principal Recipient makes the following representations to the Global Fund on the effective date of the Charitable Donation Agreement:

- 8.1 **Legal Capacity.** The Principal Recipient is either a sovereign state or an entity with independent legal personality validly existing under the laws of the jurisdiction in which it was formed;
- 8.2 **Necessary Power.** The Principal Recipient has all the necessary power and/or have been duly authorised by all necessary consents, actions, approvals and authorisations to execute and deliver the Charitable Donation Agreement and any other document relating thereto and to perform all the obligations of the Principal Recipient under the Charitable Donation Agreement and any other document relation thereto. The execution, delivery and performance by the Principal Recipient of the Charitable Donation Agreement do not violate or conflict with any applicable law, any provision of its constitutional documents, any order or judgment of any court or any competent authority, or any contractual restriction binding on or affecting it;
- 8.3 **Obligations Binding.** The Principal Recipient has consulted its legal counsel and confirms that (1) the Principal Recipient's obligations under the Charitable Donation Agreement constitute its legal, valid and binding obligations, enforceable against the Principal Recipient in accordance with its terms; and (2) nothing under the laws of the Host Country prevents the Principal Recipient from duly discharging its obligations under each Charitable Donation Agreement according to its terms, particularly, but not limited to, those specified in Sections 7.5 and 7.6;
- 8.4 **Compliance with Laws.** All the respective activities of the Principal Recipient 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 fully aware that there exist laws prohibiting 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;
- 8.5 **No Claims.** For each Program, 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 the Principal Recipient to implement such Program;
- 8.6 **Additionality.** *[Intentionally left blank]*; and
- 8.7 **No Double-funding.** For each Program, the targets set for such Program are made possible by the additional funding provided by the Global Fund under the Charitable Donation Agreement. For each Program, none of the Principal Recipient or any of its Sub-recipients receives funding from any other source that duplicates the Charitable Donation Funds to be provided under the Charitable Donation Agreement.

For each Program, any material misrepresentation by the Principal Recipient of the matters listed above is a breach, and shall constitute grounds for termination, of the relevant Charitable Donation Agreement.

ARTICLE 9 COVENANTS OF THE PRINCIPAL RECIPIENT

In relation to each Program, for the Implementation Period specified in the Charitable Donation Agreement, the Principal Recipient covenants and agrees to the Global Fund the following:

- 9.1 **Authority.** Each and every person executing and delivering documents related to the Charitable Donation Agreement (including, but not limited to, any amendments to the Charitable Donation Agreement) shall, at the time of such execution and delivery, have been duly authorized to represent or otherwise act on behalf of the Principal Recipient to execute and deliver such documents;
- 9.2 **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 of its Sub-recipients to implement the Program or perform any of the other obligations under the Charitable Donation Agreement;
- 9.3 **Conduct of Business.** The Principal Recipient shall take, and shall ensure that each of its Sub-recipients take, all appropriate and necessary actions to preserve, renew and keep in full force and effect its legal existence and all of the rights, licenses and permits which may be required to implement Program Activities for which they are responsible;
- 9.4 **Compliance with Laws.** The Principal Recipient shall comply, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients comply, with Host Country law and other applicable laws, including, but not limited to, intellectual property law, when carrying out Program Activities;
- 9.5 **Additionality.** *[Intentionally left blank]*;
- 9.6 **Notification of Additional Funding.** The Principal Recipient shall provide written notice to the Global Fund of any additional funding received by the Principal Recipient or any of its Sub-recipients, which may require an adjustment to any Program to ensure that the representation made in Section 8.7 continues to be valid during the entire Implementation Period of such Program; and
- 9.7 **Program Management.** The Principal Recipient shall ensure that it:
 - (1) maintains a sufficient number of skilled and experienced personnel with a high standard of moral and ethical integrity to manage the implementation of the Program;
 - (2) maintains an adequate internal control system that effectively supports its compliance with the requirements of the relevant Charitable Donation Agreement, including, but not limited to, an accounting system that can correctly and promptly record all transactions and balances with clear references to the budget and workplan of the Program as well as final beneficiary or payee;
 - (3) manages all transactions with and transfers to its Sub-recipients and Suppliers in a transparent and well-documented manner;
 - (4) ensures that Charitable Donation Funds are not used to support, finance or promote violence, aid terrorist or terrorist-related activity or fund organizations known to support terrorism;
 - (5) exercises sufficient oversight over its Sub-recipients to, among others, safeguard relevant Program Assets and secure timely and adequate keeping of Program Books and Records as well as reporting, as required by the relevant Charitable Donation Agreement and Sub-recipient agreements; and
 - (6) secures and maintains relevant storage and other facilities for the quality use, and ensures adequate functioning, of relevant Program Assets.

ARTICLE 10
CHANGE OF PRINCIPAL RECIPIENT; SUSPENSION; TERMINATION;
EXPIRY OF THE IMPLEMENTATION PERIOD OF A PROGRAM

- 10.1 **Change of Principal Recipient.** For each Program, 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 relevant responsibilities properly under the relevant Charitable Donation 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 under the relevant Charitable Donation Agreement to another entity that is able and willing to accept those responsibilities, then such other entity may be substituted for the Principal Recipient in the relevant Charitable Donation Agreement. The substitution shall occur on such terms and conditions as the Global Fund and the substituting entity may agree, in consultation with the CC. The Principal Recipient shall, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients, cooperate fully with the Global Fund and the CC to facilitate the transfer.
- 10.2 **Suspension and Termination.** For each Program, the Global Fund shall have the right to terminate or suspend the relevant Charitable Donation Agreement in whole or in part for any breach by the Principal Recipient of any provision of the Charitable Donation Agreement or any other reason to be determined by the Global Fund at its sole discretion, upon giving the Principal Recipient written notice. Any part of the Charitable Donation Agreement that is not terminated or suspended shall remain in full force and effect.
- 10.3 **Procedures upon Expiry of the Implementation Period or Early Termination.** Upon the expiry of the Implementation Period for a Program or the early full or partial termination of a Charitable Donation Agreement for any reason, the Principal Recipient shall, unless the Global Fund agrees otherwise and among other procedures which may be requested by the Global Fund:
- (1) ensure that all Health Products, goods, services and activities financed with Charitable Donation Funds, including those procured and implemented by Sub-recipients, are fully paid no later than six months after the expiry of the Implementation Period or, in the case of early termination of the relevant Charitable Donation Agreement, no later than the effective date of such termination;
 - (2) provide the Global Fund with a final audited financial report of the Program no later than six months after such expiry or early termination;
 - (3) within seven months of such expiry or early termination, return to the Global Fund any Charitable Donation Funds that have not been expended by the Principal Recipient and Sub-recipients for the Program Activities as of the expiry date of the Implementation Period or the date of the termination notice (as applicable), if requested to do so by the Global Fund;
 - (4) within three months of such expiry or early termination, provide the Global Fund with an inventory of all Program Assets and a list of all receivables (if any) outstanding under the relevant Charitable Donation Agreement; and
 - (5) provide a plan (prepared in consultation with the CC) for the use of all Program Assets and receivables referred to in sub-paragraph (4) of this Section, and such plan shall be subject to the final approval of the Global Fund.
- 10.4 **Transfer of Program Assets.** Upon the expiry of the Implementation Period for a Program or on the earlier termination of the relevant Charitable Donation Agreement,

the title to relevant Program Assets shall be transferred or otherwise disposed of in accordance with the Global Fund's written instructions.

ARTICLE 11

REFUNDS; LIMITATION OF LIABILITY; INDEMNIFICATION

- 11.1 Right to Request for a Refund.** For each Program, notwithstanding the availability or exercise of any other remedies under the Charitable Donation Agreement, the Global Fund may require the Principal Recipient to refund to the Global Fund the relevant Charitable Donation Funds in any of the following circumstances:
- (1) requests are made pursuant to the relevant provisions of the Charitable Donation Agreement;
 - (2) the Charitable Donation Agreement has been terminated or suspended;
 - (3) there has been a breach by the Principal Recipient of any provision of the Charitable Donation Agreement;
 - (4) the Principal Recipient has made a material misrepresentation with respect to any matter related to the Charitable Donation Agreement; or
 - (5) the Global Fund has disbursed the Charitable Donation Funds in question to the Principal Recipient in error.
- 11.2 Limitation of the Global Fund Liability.** For each Program, the Global Fund shall be responsible only for performing the obligations that are specifically set forth in the Charitable Donation Agreement. Except for those obligations, the Global Fund for each Program shall have no liability to the CC (or any member thereof), the Principal Recipient, Sub-recipients, any employee or any contractor or Supplier thereof or any other person or entity under the Charitable Donation Agreement or as a result of the implementation of the Program whatsoever. 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, and the Global Fund assumes no liability for any loss or damage to any person or property arising from the Program. The Principal Recipient acknowledges that the Principal Recipient does not implement the Program on behalf of the Global Fund. The Charitable Donation Agreement and any Disbursement made hereunder shall in no way be construed as creating the relationship of principal and agent, a partnership in law or a joint venture between the Global Fund and the Principal Recipient or any other person involved in implementing the Program. The Principal Recipient shall not, and shall take all appropriate and necessary actions to ensure that each of the Sub-recipients and Suppliers does 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.
- 11.3 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 (1) any and all losses of the Global Fund, its directors, officers and employees, and (2) 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 directors, 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 omissions of the Principal Recipient, and any of its agents, employees, Sub-recipients, Suppliers, assignees, transferees, delegates or successors.

ARTICLE 12

MISCELLANEOUS

- 12.1 **Trustee.** The Global Fund and the World Bank have entered into an agreement by which the World Bank has agreed, among others, to serve as the trustee of the Trust Fund. All of the obligations of the Global Fund under any Charitable Donation Agreement are obligations of the Global Fund and the World Bank has no liability for the obligations of the Global Fund under such Charitable Donation Agreement.
- 12.2 **Privileges and Immunities.**
- (1) For each Program, nothing in or related to the Charitable Donation Agreement may be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund under (a) international law, including international customary law, any international conventions, treaties or agreements, (b) any national laws, including, but not limited to, the United States of America's International Organizations Immunities Act (22 United States Code 288), or (c) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.
 - (2) [*Intentionally left blank.*]
- 12.3 **Modification or Amendment.** Except in the case of exercise by a party of its unilateral rights or discretionary powers explicitly granted under the Charitable Donation Agreement, no modification to such Charitable Donation Agreement shall be valid unless in writing and signed by the respective duly-authorized representatives of the Global Fund and the Principal Recipient.
- 12.4 **Dissemination of Information.** For each Program, the Principal Recipient acknowledges and agrees, and shall take all appropriate and necessary actions to ensure that each of its Sub-recipients and Suppliers acknowledge and agree, that the Global Fund shall have the right to freely publish or disseminate information derived from the implementation of the Program, including, but not limited to, any information received or discovered under Section 7.6 and any reports produced under Section 7.5 without incurring any obligation or liability to the Principal Recipient or any of its Sub-recipients or Suppliers.
- 12.5 **Failure to Exercise Rights.** No delay in exercising, or omission to exercise, any right, power by or remedy accruing to a party under the Charitable Donation Agreement upon default shall impair any such right, power or remedy, or be construed as a waiver thereof or an acquiescence in any such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.
- 12.6 **Successors and Assignees.** For each Program, the Charitable Donation Agreement shall be binding on the successors and assignees of the Principal Recipient and the Charitable Donation Agreement shall be deemed to include the Principal Recipient's successors and assignees. However, nothing in such Charitable Donation Agreement shall permit any assignment by the Principal Recipient without the prior written approval of the Global Fund.
- 12.7 **Arbitration.** Any dispute, controversy or claim arising out of or relating to the Charitable Donation Agreement, or the breach, termination or invalidity thereof, which cannot be resolved through amicable negotiations, shall be finally settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules as at present in force. The Global Fund and 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 Court of Arbitration of the International Chamber of Commerce. 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. For the avoidance of doubt, no Charitable Donation Funds may be used by the Principal Recipient to pay for or otherwise finance any of the costs that it may incur as a result of, or otherwise in connection with, any arbitration proceedings initiated pursuant to this Section.

Schedule I**Integrated Program Description**

Country:	Russian Federation
Program Title:	Improving access to HIV prevention, treatment, and care services for key populations in Russia
Charitable Donation Name:	RUS-H-OHI
Agreement Number:	791
Disease:	HIV
Principal Recipient:	Open Health Institute

A. PROGRAM DESCRIPTION**1. Background and Rationale for the Program**

Russian Federation is experiencing concentrated HIV epidemic among members of Key Populations, which is expanding on significant scale. The HIV epidemic information is mostly based on state reported data by the Ministry of Health of Russian Federation statistical compendium (2013). Total number of registered new HIV cases in 2013 was 77,896, which is 10% higher compared to 2012. According to official statistics 57% of HIV positive people detected in 2013 had identified risk factor - injecting drug use (41,7% in 2012; 55,8% in 2011, and 56% in 2010). The heterosexual transmission was reported among 41% of new cases in 2013, sexual transmission among men who have sex with men is reported among 1% of new cases, which is probably underreported due to high stigma and discrimination. The sex work is illegal in the country and hence no data is collected or reported for this group.

The country does not report data to WHO or UNAIDS, the latest country progress report and data from UNAIDS is available for 2010. There is no SPECTRUM estimation data available for the Russian Federation.

According to the WHO "Key Facts on HIV Epidemic in Russian Federation and Progress 2012" info note, taking undiagnosed infections into account, the UNAIDS and WHO estimate that

between 730,000 – 1,300,000 people were living with HIV in the Russian Federation at the end of 2011.

Program Rationale

The main program focus under the New Funding Model is mainly aimed at filling the significant programmatic and financial gaps in the current national response to HIV epidemic in the country, first of all, due to the absence of the state support and recognition of evidence-based internationally recommended prevention services for the Key Populations: People who Inject Drugs (PWID), Sex Workers (SWs), and men who have sex with men (MSM).

The program continues the activities initiated under two HIV/AIDS “NGO charitable donations” in Russia (RUS-304-G01-H and RUS-506-G05-H) and is aimed to create environment for integration of the evidence-based prevention programs into the national HIV strategy and to promote further sustainability. It is planned to strengthen the communities of Key Populations in order to increase their involvement in the dialogue with the authorities for the access to evidence-based HIV prevention, treatment, care and support services, including those provided by the state healthcare system.

2. Goals, Objectives and Key interventions

Goal: Contributing to building and strengthening of the national legal, methodological and financial framework to enable sustainability and expanding coverage of the Key Populations with the HIV prevention services, HIV/AIDS treatment, care and support.

Objectives:

- Support prevention interventions to keep the same level of HIV prevalence in the selected regions among Key Populations – PWID and their sexual partners, commercial sex workers, men having sex with men.
- Strengthening advocacy to overcome the legal barriers limiting the access to treatment and integration of the evidence-based prevention interventions into the national strategy to fight the spread of HIV infection.
- Strengthening systems of the communities of the key groups – PWID, SWs, MSM, for the protection of their rights, increase access to services and advocacy activities for HIV prevention among vulnerable populations.

Key Interventions:

- Prevention programs for PWID, SWs and MSM
- Community systems strengthening
- Removing legal barriers

3. Target Group/Beneficiaries

- PWID
- SWs
- MSM

C. SUMMARY BUDGET

Performance Framework					English	
A. Program details						
Country / Applicant:	Russian Federation		Principal Recipients <i>(Please select from list or add a new one)</i>			
Component:	HIV/AIDS			Open Health Institute	OHI	
Start Year:	2015					
Start Month:	July					
Annual Reporting Cycle	Jul - Jun					
Reporting Frequency (Months):	6					

B. Reporting periods							
Period	Jul 2015 - Dec 2015	Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017	Jul 2017 - Dec 2017		
PU due	Yes	No	Yes	No	Yes		
PU/DR due		Yes		Yes			

C. Program goals and impact indicators	
Goals:	
1	Assistance in developing and strengthening of the national legal, methodological and financial base to provide sustainability and broad coverage of the key groups with services on HIV prevention, treatment, care and support
2	
3	

Linked to goal(s) #	Impact indicator	Country	Baseline			Required disaggregation	Targets								Comments
			Value	Year	Source		2015	Report due date	2016	Report due date	2017	Report due date	2018	Report due date	
	HIV I-11: Percentage of people who inject drugs who are living with HIV	Russian Federation	16%	2013	BSS (Behavioral Surveillance Survey)				16	Feb-17	16	Feb-18			There is no national representative IBBS data available for the country. The current baseline data: Irkutsk region 24.8%, Samara region 21.4%, Sverdlovsk region 26.4%, St-Petersbourg city 36.5%, Moscow city 16.4%, Perm region 22.1%, Tomsk region 4.4%. The baseline was taken from the statistical compendium of Ministry of Health, National Scientific Center of Narcology MoH RF "The main indicators of the Narcological service activities in RF in 2011-2012 y." Moscow, 2013 y, page 105 http://www.nnccn.ru/objects/nnccn01/1377084053.pdf The IBBS survey will be conducted in 2016 . The targets and baseline will be updated according to the results. The final report is expected by the December 2016.
	HIV I-10: Percentage of sex workers who are living with HIV	Russian Federation	13%	2013	BSS (Behavioral Surveillance Survey)				13	Feb-17	13	01/02/2018			There is no national representative IBBS data available for the country. The current baseline data was taken from the survey results among SW, conducted by the AIDS Center in St.Petersburg. It was published in the Scientific and practical peer-reviewed journal "HIV Infection and Immunosuppressive Disorders", "A study of HIV prevalence with express saliva tests among female commercial sex providers", 2013:5(2), pp. 112-116 http://new.hiv-b.ru/assets/mag/vich/files/Vich_No_02_2013_sait.pdf The IBBS survey will be conducted in 2016 . The targets and baseline will be updated according to the results. The final report is expected by the December 2016.
	HIV I-12: Percentage of other vulnerable populations (MSM) who are living with HIV	Russian Federation	14%	2013	BSS (Behavioral Surveillance Survey)				14	Feb-17	14	Feb-18			There is no national representative IBBS data available for the country. The current baseline data was taken from the results of BSS, conducted among the MCM and SW in St.Petersburg in 2013. The survey was conducted by the AIDS Center in St.Petersburg. The results were presented on the 4th conference on HIV/AIDS in Eastern Europe and Central Asian region, May 2014. The IBBS survey will be conducted in 2016 . The targets and baseline will be updated according to the results. The final report is expected by the December 2016.

D. Program objectives and outcome indicators	
Objectives:	
1	Support of prevention programs to maintain the level of HIV prevalence among IDUs and their partners in the selected regions
2	Support of prevention programs to maintain the level of HIV prevalence among MSM in the selected regions
3	Support of prevention programs to maintain the level of HIV prevalence among sex-workers in the selected regions
4	Strengthening of advocacy to remove legal barriers to treatment and to apply scientifically based preventive programs to the national HIV strategy and existing health care and social safety system
5	Strengthening of community systems to influence service and advocative activities on HIV prevention among vulnerable group
6	

Linked to objective(s) #	Outcome indicator	Country	Baseline			Required disaggregation	Targets								Comments
			Value	Year	Source		2015	Report due date	2016	Report due date	2017	Report due date	2018	Report due date	
	HIV O-6: Percentage of people who inject drugs reporting the use of sterile injecting equipment the last time they injected	Russian Federation	94%	2013	BSS (Behavioral Surveillance Survey)	Sex			94	Feb-17	94	Feb-18			The baseline was taken from the results of the survey among IDS in 6 regions RF in 2013 by Open Health Institute, GLOBUS project. The IBBS survey will be conducted in 2016 . The targets and baseline will be updated according to the results. The final report is expected by the December 2016.
	HIV O-5: Percentage of sex workers reporting the use of a condom with their most recent client	Russian Federation	95%	2013	Reports (specify)	Sex			95	Feb-17	95	Feb-18			The baseline was taken from the results of the behavioral survey conducted among SW in 7 regions RF in 2013 by the AIDS infoshare, GLOBUS project. The IBBS survey will be conducted in 2016 . The targets and baseline will be updated according to the results. The final report is expected by the December 2016.
	HIV O-4a: Percentage of men reporting the use of a condom the last time they had anal sex with a male partner	Russian Federation	72%	2013	Reports (specify)				72	Feb-17	72	Feb-18			The baseline was taken from the results of the HIV and STI TRAC Study among Men Who Have Sex with Men in 7 regions of Russia conducted by Population Services International in 2013, in the frame of GLOBUS project. The IBBS survey will be conducted in 2016 . The targets and baseline will be updated according to the results. The final report is expected by the December 2016.

E. Modules

Module 1		Prevention programs for people who inject drugs (PWID) and their partners																											
Coverage/Output indicator	Responsible Principal Recipient	Is subset of another indicator (when applicable)	Geographic Area (if Sub-national, specify under "Comments")	Cumulation for AFD	Baseline				Required disaggregation	Targets												Comments							
										Jul 2015	Dec 2015	Jan 2016	Jun 2016	Jul 2016	Dec 2016	Jan 2017	Jun 2017	Jul 2017	Dec 2017	Jan 00			Jan 00		Jan 00				
					N #		N #			N #		N #		N #		N #		N #		N #			N #						
					D #	%	Year	Source		D #	%	D #	%	D #	%	D #	%	D #	%	D #	%		D #	%					
KP-1d- Percentage of PWID reached with HIV prevention programs - defined package of services	OHI	KP-1d	Subnational	Non-cumulative	57633	11.7%	2013	Reports (specify)		13,972		14,583		14,583		14,780		14,780								The beneficiary is considered reached if he/she recieves standard package of services including: syringe (needle), condom and consultation/information material within the reporting period of 6 month. Targets are set as non-cumulative. Latest available result is cumulative number of clients reached in 2013 year. The denominator is 297823 in 13 regions (16 projects: Tomsk, Tatarstan (two projects), Pskov, Volgograd, Irkutsk, Kemerovo, Perm, Rostov-na-Donu, Samarskaya oblast (three projects), Ekaterinbourg, Krasnoyarskiy Region, Moscow and St.Petersburg). As the program will be implemented in 13 regions it will be on the subnational level. The denominator will be chanded based on results of size estimation exercise, planned to be available at the end of 2016.			
KP-3d- Percentage of PWID that have received an HIV test during the reporting period and know their results	OHI	KP-3d	Subnational	Non-cumulative	494336	77.0%	2013	BSS (Behavioral Surveillan		5,379	38.5%	5,614	38.5%	5,614	38.5%	5,690	38.5%	5,690	38.5%							The indicator measures progress in implementing HIV testing and counseling among HR program clients. The numerator is the number of respondents who have been tested for HIV in the last 6 months and who know their results. The denominator is the number of PWID received standard package of services . As the program will be implemented in 13 regions it will be on the subnational level.			

WorkplanTracking Measures

Module 2		Prevention programs for MSM and TGs																														
Coverage/Output indicator	Responsible Principal Recipient	Is subset of another indicator (when applicable)	Geographic Area (if Sub-national, specify under "Comments")	Cumulation for AFD	Baseline				Required disaggregation	Targets														Comments								
										Jul 2015		Dec 2015		Jan 2016		Jun 2016		Jul 2016		Dec 2016		Jan 2017			Jun 2017		Jul 2017		Dec 2017		Jan 00	
					N #	D #	%	Year		Source	N #	D #	%	N #	D #	%	N #	D #	%	N #	D #	%	N #		D #	%	N #	D #	%	N #	D #	%
					N #	D #	%	Year		Source	N #	D #	%	N #	D #	%	N #	D #	%	N #	D #	%	N #		D #	%	N #	D #	%	N #	D #	%
KP-1a: Percentage of MSM reached with HIV prevention programs - defined package of services	OHI	KP-1a	Subnational	Non-cumulative	8425					5,998		7,090		7,090		7,400		7,400									The beneficiary is considered reached when receives standard package of services including: condom, lubricant, information material/HIV counselling within the reporting period. Targets are set as non-cumulative. Denominator is 194291 as a sum of the estimated numbers from 5 regions (St.Petersburg, Moscow, Samara, Tomsk and Omsk). As the program will be implemented in 5 regions it will be on the subnational level. The denominator will be chanded based on results of size estimation exercise, planned to be available at the end of 2016.					
					105975	7.9%	2013	Reports (specify)		194,291	3%	194,291	4%	194,291	4%	194,291	4%	194,291	4%													
KP-3a: Percentage of MSM that have received an HIV test during the reporting period and know their results	OHI	KP-3a	Subnational	Non-cumulative						2,999		3,545		3,545		3,700		3,700									The indicator measures progress in implementing HIV testing and counseling among MSM. The numerator is the number of respondents who have been tested on HIV test in the last 6 months and who know their results. The denominator is the number of MSM who received standard package of services. As the program will be implemented in 5 regions it will be on the subnational level.					
						69.0%	2013	Reports (specify)			5,998	50.0%	7,090	50.0%	7,090	50.0%	7,400	50.0%	7,400	50.0%												

WorkplanTracking Measures

Module 3		Prevention programs for sex workers and their clients																														
Coverage/Output indicator	Responsible Principal Recipient	Is subset of another indicator (when applicable)	Geographic Area (if Sub-national, specify under "Comments")	Cumulation for AFD	Baseline				Required disaggregation	Targets																Comments						
										Jul 2015		Dec 2015		Jan 2016		Jun 2016		Jul 2016		Dec 2016		Jan 2017		Jun 2017			Jul 2017		Dec 2017		Jan 00	
					N #					N #		N #		N #		N #		N #		N #		N #		N #			N #		N #		N #	
					D #	%	Year	Source		D #	%	D #	%	D #	%	D #	%	D #	%	D #	%	D #	%	D #	%		D #	%	D #	%	D #	%
KP-1c: Percentage of sex workers reached with HIV prevention programs - defined package of services	OHI	KP-1c	Subnational	Non-cumulative	5642			Reports (specify)		3,500		3,750		3,750		4,250		4,250									The beneficiary is considered reached when receives standard package of services including: condom and information material/HIV counselling within the reporting period. Targets are set as non- cumulative. Denominator is 153542. It is a result of sum of the estimated numbers of SW in 5 regions (St.Petersburg, Sverdlovsk region, Permsky kray, Moscow and Krasnoyarskiy Region). As the program will be implemented in 5 regions it will be on the subnational level. The denominator will be chanded based on results of size estimation exercise, planned to be available at the end of 2016.					
					28252	20.0%	2013			153,542	2%	153,542	2%	153,542	2%	153,542	3%	153,542	3%													
KP-3c: Percentage of sex workers that have received an HIV test during the reporting period and know their results	OHI	KP-3c	Subnational	Non-cumulative		39.0%	2011	Please select...		1,750	50.0%	1,875	50.0%	1,875	50.0%	2,125	50.0%	2,125	50.0%								The indicator measures progress in implementing HIV testing and counselling among SW. The numerator is the number of respondents who have been tested on HIV test in the last 6 months and who know their results. The denominator is the number of SW who received standard package of services . As the program will be implemented in 5 regions it will be on the subnational level.					

WorkplanTracking Measures

Module 4

HSS - Health information systems and M&E

WorkplanTracking Measures													
#	Intervention	Key Activities	Milestones/Targets (no more than 200 characters)	Criterion for completion milestone/target	Milestones/Targets								Comments (no more than 500 characters)
					Jul 2015 - Dec 2015	Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017	Jul 2017 - Dec 2017	Jan-00	Jan-00	Jan-00	
1	Surveys	Second generation surveillance survey among PWID, MSM, SW with the size estimation exercise in the selected regions.	The survey conducted, the data analysed, the report is	Final report for PWID, MSM, SW			x						BBS survey is planned to be conducted in 2016 with the final report by the end of December, 2016. it will be conducted in all MSM and SW regions (5) and 7 PW D regions.

Module 5

Removing legal barriers to access

WorkplanTracking Measures													
#	Intervention	Key Activities	Milestones/Targets (no more than 200 characters)	Criterion for completion milestone/target	Milestones/Targets								Comments (no more than 500 characters)
					Jul 2015 - Dec 2015	Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017	Jul 2017 - Dec 2017	Jan-00	Jan-00	Jan-00	
1	Legal aid services and legal literacy	Supplement of the service projects with the "street legal assistants" component by teaching outreach workers and activists from the target groups the legal issues and protection of rights process, preventing discrimination with a special accent on discrimination on the grounds of gender identity (provision of information.	Creation of the initial pool of "street legal assistants", who will provide counselling in the regions.	Pool of "street legal assistants" consists of the representatives of target groups, who due to the training have necessary knowledge and skills to perform the work.	x								
2	Legal and policy environment assessment and law reform	1. Finding the most promising prospects for legal reforms aimed at implementation of the complex package of HIV prevention services among the target groups, elimination of the basic legal factors of target groups discrimination leading to their marginalization (especially marginalization of women - target groups representatives) and denying access to the services of HIV/TB prevention, care and treatment . 2. Finding the most promising legal instruments	Making and publishing of the report on the most promising prospects for legal reforms aimed at implementation of the complex package of HIV prevention services among the target groups.	Report is made and published.	x								
			Conducting of the survey on the most promising legal instruments and public practices enabling to effectively use the existing laws of the Russian Federation	Target groups' representatives participated in the survey (focus groups).		x							
3	Policy advocacy on legal rights	Setting up the working group to draw the Implementation Plan. Expert support to processes of developing and making managerial decisions in the area of HIV prevention. Carrying out 6 round tables discussions – one for each priority area - Based on available studies, compiling the analytic report on the effectiveness of prophylactic activities aiming at the most vulnerable populations to be submitted to the relevant agencies in order to help in making a decision on providing the State support to these activities at the Federal and regional levels - Carrying out events to promote the National Strategy and Implementation Plan (informational campaign, press conferences, publication of the report) - Advocating the evidence-based approaches through conducting informational-educational activities for the Region's	Setting up the expert group to draw the Implementation Plan.	The expert group consists of the representatives of the Coordination Committee, Principal Recipient, representatives of specialized government entities, other socially oriented NGOs.	x								
			Participation in the modification of the National strategy on HIV prevention in the Russian Federation and drawing of the implementation plan.	Representatives of the Coordination Committee and Principal Recipient are the members of the Expert committee on HIV/AIDS and members of the working group.	x	x	x	x	x				

Module 6	Community systems strengthening	
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WorkplanTracking Measures													
#	Intervention	Key Activities	Milestones/Targets (no more than 200 characters)	Criterion for completion milestone/target	Milestones/Targets								Comments (no more than 500 characters)
					Jul 2015 - Dec 2015	Jan 2016 - Jun 2016	Jul 2016 - Dec 2016	Jan 2017 - Jun 2017	Jul 2017 - Dec 2017	Jan-00	Jan-00	Jan-00	
1	Social mobilization, building community linkages, collaboration and coordination	Activities of communities, establishment of effective relationship with other parties involved. Availability of stable official and unofficial relations among communities and other parties involved enables them to cooperate for the purpose of mutual complement and strengthening of efforts, to improve resource management and to exclude overlapping of activities and competition.	1. Mapping of PWID communities (selection of activists to organize activities on the monitoring of services quality, to eliminate legal barriers to services and against discrimination). Data collection will be carried out through partner organizations in the project regions, e-mailing of the National dialogue and existing topic-related mailing lists.	The final criterion is a report with a deep analysis of the selection process and the list of PWID activists and community based organizations.	x								
			2. Selection and work of the expert committee on MSM issues The committee forms priorities of LGBT community and MSM service in relation to HIV prevention by close collaboration with the regions implementing the MSM component. Elaborates the national strategy on advocating MSM interests, promptly reacts to any changes and challenges	The expert committee will consist of representatives of the communities, Principal Recipient, other socially oriented NGOs. During the first meeting aims, objectives and a plan of activities on cooperation in the community and with government entities will be determined. There will be two meetings of the committee during the Program implementation period. Minutes of the meetings will be presented.		x		x					
			3. Update and support of the "Silver Rose" network web-site	Content of the web-site was updated. The web-site traffic has increased.	x		x		x				
2	Other	Informational and explanatory activities for continuous improvement of HIV prevention and treatment programs for vulnerable groups/ Carry on a dialogue and conduct activities on the local and national levels aimed at fixing responsibility for taking steps in response to the epidemics, on the part of medical services and anti-infection programs as well, and treat a wider range of issues such as discrimination, gender inequality and sustainable funding focused on insuring of social changes.	1. Meeting of PWID, experts and the Russian mechanism of drug policy monitoring to discuss the results of the services quality monitoring and to plan advocacy with the	The mechanism for monitoring of the drug policy reform should have one meeting a year. The first meeting will take place as soon as the program starts, around Sept 2015, for the purpose of mapping as well.	x		x		x				
			2. National conference of LGBT community and MSM service. Organizations involved in HIV prevention among MSM will exchange experience and create conditions for the effective symbiosis of HIV services and LGBT community. Work out a single strategy on	list of participants, presentations, results of the conference will be presented in the form of a post-event press release.			x						
			3. Meeting of SWIs with the expert society to discuss the results of the services quality monitoring and to plan advocacy with the participation of community, as well as improvement of strategic	The meetings will be held once a year. A two-year monitoring plan will be worked out at the first meeting, documented analysis of the achieved results - at subsequent meetings. Minutes and results of the meetings will be presented.	x		x		x				

Component: HIV/AIDS
Country / Applicant: Russian Federation
Principal Recipient: OHI
Donation Number: RUS-H-OHI
Implementation Period Start Date: 1 July 2015
Implementation Period End Date: 31 December 2017
Grant Currency: USD

Budget Summary (in grant currency)

By Module	Q1	Q2	Q3	Q4	Year 1	Q5	Q6	Q7	Q8	Year 2	Q9	Q10	Q11	Q12	Year 3	Total
Prevention programs for MSM and TGs			432,772	95,714	528,486	182,098	113,219	95,571	95,571	486,459	432,818	95,571	95,571	95,571	719,531	1,734,476
Prevention programs for sex workers and their clients			434,548	66,749	501,297	103,049	66,749	66,749	66,749	303,296	456,056	66,749	66,749	66,749	656,303	1,460,896
Prevention programs for people who inject drugs (PWID) and their partners			1,377,547	256,483	1,634,030	421,485	246,088	270,702	246,088	1,184,363	1,088,255	249,201	266,173	246,088	1,849,717	4,668,110
HSS - Health information systems and M&E			18,075	6,276	24,351	209,722	19,047	11,382	6,331	246,482	15,146	11,382	11,382	13,996	51,905	322,738
Removing legal barriers to access			318,950	38,822	357,772	190,660	41,313	36,332	36,332	304,636	177,572	41,313	36,332	36,332	291,548	953,956
Community systems strengthening			182,540	46,814	229,354	330,777	13,161	34,605	16,124	394,667	196,376	6,237	10,384	6,237	219,234	843,255
Program management			121,058	146,145	267,203	119,173	114,371	113,423	157,309	504,275	123,158	120,856	119,908	151,908	515,829	1,287,307
Total			2,885,490	657,003	3,542,493	1,556,964	613,948	628,762	624,504	3,424,178	2,489,381	591,308	606,499	616,879	4,304,067	11,270,738

By Cost Grouping	Q1	Q2	Q3	Q4	Year 1	Q5	Q6	Q7	Q8	Year 2	Q9	Q10	Q11	Q12	Year 3	Total
1.0 Human Resources (HR)			470,937	353,123	824,060	631,897	360,487	362,266	372,581	1,727,232	541,081	366,972	368,751	367,179	1,643,983	4,195,275
2.0 Travel related costs (TRC)			335,111	65,778	400,889	192,909	50,638	69,235	29,584	342,366	113,318	29,182	45,386	20,437	208,323	951,578
3.0 External Professional services (EPS)			171,830	103,665	275,495	377,969	66,261	58,823	88,091	591,144	235,023	57,712	58,453	95,015	446,203	1,312,842
4.0 Health Products - Pharmaceutical Products (HPP)																
5.0 Health Products - Non-Pharmaceuticals (HPN)			1,605,475	20,514	1,625,989	115,512	21,529	21,529	21,529	180,098	1,339,179	21,529	21,529	21,529	1,403,765	3,209,851
6.0 Health Products - Equipment (HPE)																
7.0 Procurement and Supply-Chain Management (SCM)			22,660		22,660						22,660				22,660	45,319
8.0 Infrastructure (INF)																
9.0 Non-health equipment (NHP)			79,534	4,068	83,602	2,066	2,422	6,002	1,474	11,964	2,066	5,535	1,474	1,474	10,549	106,114
10.0 Communication Material and Publications (CMP)			65,320	3,105	68,425	107,118	3,358	1,124	1,124	112,725	109,062	1,124	1,124	1,124	112,435	293,585
11.0 Programme Administration costs (PA)			131,142	103,270	234,411	123,557	103,320	103,849	104,188	434,914	121,057	103,320	103,849	104,188	432,414	1,101,739
12.0 Living support to client/ target population (LSP)			3,481	3,481	6,962	5,934	5,934	5,934	5,934	23,736	5,934	5,934	5,934	5,934	23,736	54,434
13.0 Results-based financing (RBF)																
Total			2,885,490	657,003	3,542,493	1,556,964	613,948	628,762	624,504	3,424,178	2,489,381	591,308	606,499	616,879	4,304,067	11,270,738

By Recipients	Q1	Q2	Q3	Q4	Year 1	Q5	Q6	Q7	Q8	Year 2	Q9	Q10	Q11	Q12	Year 3	Total
OHI			2,303,026	247,890	2,550,916	865,082	219,678	209,879	230,234	1,524,873	1,869,370	193,925	192,144	222,609	2,478,048	6,553,836
Reg.SRs			576,882	399,540	976,422	686,978	389,367	413,980	389,367	1,879,692	615,107	392,480	409,452	389,367	1,806,406	4,662,519
SR			5,583	9,573	15,156	4,903	4,903	4,903	4,903	19,613	4,903	4,903	4,903	4,903	19,613	54,382
Total			2,885,490	657,003	3,542,493	1,556,964	613,948	628,762	624,504	3,424,178	2,489,381	591,308	606,499	616,879	4,304,067	11,270,738