

Grant Agreement

This **Grant Agreement** (the "Grant Agreement"), dated as of 16 October 2015 (the "Effective Date"), is made by and between the **Global Fund to Fight AIDS, Tuberculosis and Malaria** (the "Global Fund") and **Plan International (India Chapter)** (the "Grantee") (the Global Fund and the Grantee 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;

WHEREAS, the Grantee has been nominated by the Country Coordinating Mechanism for the Republic of India to implement the Program described in Schedule I to this grant agreement (the "**Grant Agreement**") in the Republic of India (the "**Program**"), and such Program is expected to be financed by the Global Fund; and

WHEREAS, the Parties are in the process of negotiating a Framework Agreement to govern all future Programs to be implemented by the Grantee, and such Framework Agreement may, to the extent specifically agreed by the Parties therein or in this Grant Agreement, be made applicable to the Program;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 THE GLOBAL FUND GRANT REGULATIONS (2014)

1.1 **Incorporation by Reference.** All the provisions of the Global Fund Grant Regulations (2014), available at the Global Fund's Internet site, and any subsequent amendments thereto, are hereby made applicable to this Grant Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following:

- (1) Section 3.4(1)(d) of the Grant Regulations shall not be interpreted to require the Grantee to maintain Grant Funds in a separate bank account, as long as the other requirements of Section 3.4(1) are satisfied.
- (2) For the Program, the Global Fund in exercising its rights under Sections 3.3(3), 3.5(3), 3.6(3), 5.2(2), 6.1(2)(c), or 10.2 shall consult the Grantee and take into consideration the information provided by the Grantee prior to taking any action that will have a material adverse effect on how the Program is implemented.
- (3) Subject to the terms that the Parties may otherwise agree under the Framework Agreement concerning this subject matter, Section 7.6 (*Right of Access*) of the Global Fund Grant Regulations (2014) is hereby deleted in its entirety and replaced with the following:

7.6 Right of Access. *The Grantee shall, and shall ensure that 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 authorized by the Global Fund,*



unrestricted access at all times to: (1) Program Books and Records and any other documentation related to the Program held by the Grantee; (2) the premises of the Grantee and any Sub-recipient 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; and (4) all personnel of the Grantee and all Sub-recipients. The Grantee shall ensure that each Sub-recipient agreement it enters into 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 this Grant Agreement."

1.2 **Defined Terms.** Wherever used in this Grant Agreement, except defined herein or the context requires otherwise, the terms defined in the Global Fund Grant Regulations (2014) shall have the respective meanings set forth therein, subject, however, to the following modifications:

- (1) The term "Grant Confirmation" shall be construed and understood to mean this Grant Agreement; and
- (2) The term "Principal Recipient" shall be construed and understood to mean the Grantee.

**ARTICLE 2
THE GRANT AND THE PROGRAM**

2.1 **Grant.** Subject to the provisions of Sections 3.2 and 3.3 of the Global Fund Grant Regulations (2014), the Global Fund agrees to make available to the Grantee, for the sole purpose of the Program and for the duration of the Implementation Period, the Grant Funds as described below:

2.1.1	Host Country or Region:	Republic of India
2.1.2	(Disease) Component:	HIV/AIDS
2.1.3	Program Title:	IAPSI: Improved Access to PMTCT public sector Services in 218 districts in India
2.1.4	Grant Name:	IDA-H-PLAN
2.1.5	GA Number:	837
2.1.6	Grant Funds:	Up to the amount of US\$8,019,727.00 (Eight Million Nineteen Thousand Seven Hundred and Twenty-Seven US Dollars) or its equivalent in other currencies.

2.1.7	Implementation Period:	1 October 2015 to 31 December 2017
2.1.8	The Grantee:	Plan International (India Chapter) E-12, Kailash Colony, New Delhi 110048, Republic of India Attention: Ms. Bhagyashri Dengle Executive Director Telephone: +91 11 46558484 Facsimile: +91 11 46558443 Email: bhagyashri.dengle@planindia.org
2.1.9	Fiscal Year of the Grantee:	01 April to 31 March
2.1.10	LFA:	Price Waterhouse India Building 8, 7th & 8th Floor, Tower-B, DLF Cyber City, Gurgaon 122002 Haryana, India Attention: Mr. Heman Sabharwal Telephone: +91 124 4620148 Facsimile: +91 124 4620620 Email: heman.sabharwal@in.pwc.com

2.2 **Program.** The details of the Program, the Program Activities and related implementation arrangements are set forth in Schedule I (Integrated Grant Description). The Grantee shall implement the Program in accordance with the detailed Program budget agreed with the Global Fund and adhere to the provisions of 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.

ARTICLE 3 MISCELLANEOUS

3.1 **Survival.**

- (1) All agreements, representations and covenants made by the Grantee in this Grant Agreement shall be considered to have been relied upon by the Global Fund and shall survive the execution and delivery of this Grant 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 this Grant 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 and 3.1 to 3.3 of this Grant Agreement, and Sections 1.3, 2.1 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 Global Fund Grant Regulations (2014) (as modified by this Grant Agreement) shall survive the

expiry of the Implementation Period or early termination of this Grant Agreement.

- (3) The expiry of the Implementation Period or any early termination of this Grant 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 Grant Agreement shall be governed by the UNIDROIT Principles of International Commercial Contracts (2004).

3.3 **Notices.**

- (1) Any notice under this Grant 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 the Grantee:

Please see Section 2.1.8 of this Grant Agreement.

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

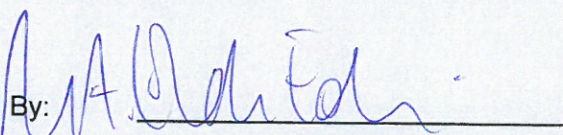
- 3.4 **Counterparts; Delivery through Facsimile or Electronic Messaging System.** This Grant Agreement may be executed in one or more identical counterparts, all of which shall constitute one and the same agreement as if the Parties had signed the same document. This Grant Agreement may also be signed 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 Grant Agreement shall become effective on the date when the last Party to sign has executed this Grant Agreement.

(The signature page follows.)



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

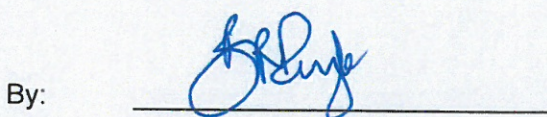
**The Global Fund
to Fight AIDS, Tuberculosis and Malaria**

By: 

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

Date: 16 October 2015

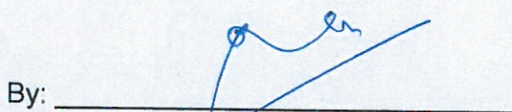
Plan International (India Chapter)

By: 

Name: Ms. Bhagyashri Dengle
Title: Executive Director

Date: 24 September 2015

Acknowledged by

By: 

Name: Mr. Bhanu Pratap Sharma
Title: Chair of the Country Coordinating
Mechanism for Republic of India

Date: 13 OCTOBER 2015

By: _____

Name: Mr. Rajesh Kumar
Title: Civil Society Representative of the
Country Coordinating Mechanism
for Republic of India

Date:

Schedule 1**Integrated Grant Description****A. PROGRAM DESCRIPTION****Background and Rationale for the Program**

India has the third highest disease burden of HIV in the world, with 2.1 million people estimated to be living with HIV. This is nearly 6% of the current global burden of HIV. The Government of India's country strategic plan for HIV and AIDS for the period 2012-2017, also called the National AIDS Control Program (NACP-IV), has emphasis on prevention, care and treatment. In this context, the Prevention of Parent to Child Transmission has become an integral part of the governmental and civil society efforts to end HIV in India.

In 2001, the Government of India launched the Prevention of Parent to Child Transmission (PMTCT) programme using Nevirapine as a key intervention to prevent new infections. However, during the year 2012-13, even after more than a decade after the PMTCT program launch, only 31% of all pregnant women had received HIV counselling and testing services – which is 8.8 million HIV tests conducted against the 29 million expected deliveries (Health Management Information System – HMIS Data: 2012-13).

The PMTCT program under NACP-IV (2012-2017) targets 58.66 million pregnant women to be tested for HIV. As a part of the revised strategy, in September 2012, India introduced the multi-drug PMTCT option-B regime in some states, to further ensure the reduction in vertical transmission.

Even with much progress and system strengthening, the uptake of the PMTCT services by pregnant mothers remains a cause of concern in most of the districts. At the 16,283 ICTCs during 2013-14, 13.4 million persons received counselling and testing services. Also 97.52 lakh pregnant women across the country were tested for HIV during 2013-2014, among which 12,008 pregnant women were found to be HIV positive, out of which 10,085 (84%) Mother-Baby (MB) pairs were provided ARV for prevention of mother-to-child transmission. But then the access to PMTCT services are not uniform across all the states and districts as is evident from the available HMIS data of 2014, which indicates that in 329 districts the uptake of PMTCT services by pregnant mothers is 0-30%.

Plan India will look at building skills (facilitate) at institutional (Strengthened peripheral health workers under the general health system) and community levels to increase uptake of PPTCT Services in Highly vulnerable selected districts across 9 states of India. As well as provide care and support to mothers living with HIV and their children and families – by increasing community involvement.

Goals:

- To reduce new infections of HIV by 50% (2007 Baseline of NACP III)
- To provide comprehensive care and support to all persons living with HIV/AIDS and treatment services for all those who require it.

Objective

- To improve coverage of PMTCT services through enhanced access in public sector and working towards elimination of paediatric HIV and keeping mothers alive healthy



Strategies/Interventions/Modules: PMTCT

Planned Activities:

- Provide improved access to PMTCT services for pregnant women in 218 priority districts of 9 states where present PMTCT services uptake is low (0.27% to 29.8% - with an aggregate average of 18%) compared to national average of 42.95%) (Data source: SIMS-HMIS Apr 2014- Dec 2014.)
 - Provide improved linkages to testing, counselling and treatment facilities
 - Follow up of exposed children
 - Link PLHIV from ICTC to ART

- Conduct induction training for project staff including Outreach Workers.
- Conduct need based training of state and district level projects staff.
- Train peripheral health workers.
- Train trainers for selected front line health workers from the districts.
- Design of IEC materials on PPTCT and translate of materials in to other languages.
- Organise advocacy events at state and district level.
- Conduct annual review meetings with Sub-Recipients.
- Train volunteers.
- Conduct thematic training of state and district level staff.
- Conduct community mobilization and Mid-Media campaigns.
- Form women's group
- Coordinate and network with PLHIV network at National, State and district level

Target Group/Beneficiaries

The targets group are Pregnant Women, New Born Babies, HIV infected Pregnant Women and HIV Exposed Children.

B. PERFORMANCE FRAMEWORK

Please see attached

C. SUMMARY BUDGET

Please see attached.