Cooperation framework agreement

BETWEEN

THE ISLAMIC DEVELOPMENT BANK
(IDB)

AND

The Global Fund to Fight against AIDS, Tuberculosis and Malaria
(Global Fund)
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Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is made on ____/____/2008, between the Islamic Development Bank (hereinafter referred to as “IDB”) and The Global Fund to Fight AIDS, Tuberculosis and Malaria (hereinafter referred to as “Global Fund”). IDB and Global Fund are hereinafter collectively referred to as the “Parties” and individually as “Party”.

BACKGROUND

The purpose of IDB is to foster economic development and social progress of its member countries.

The Global Fund is a unique global public/private partnership dedicated to attracting and disbursement of additional resources to prevent and treat HIV and AIDS, tuberculosis and malaria and is one of the major organizations funding the international response to AIDS, as well as the largest provider of international funding to fight malaria and tuberculosis.

The Parties recognize that AIDS, Tuberculosis and Malaria remain major development challenges in many common member countries, especially in Sub-Saharan Africa despite the efforts deployed by national governments and the international community.

IDB and Global Fund are both committed to cooperate to help in fighting against the diseases and wish to focus their cooperation during the first years of collaboration on malaria in Africa and the East Mediterranean and South East Asia regions.

This Memorandum of Understanding provides a framework for cooperation that enhances the roles of both the Global Fund and IDB to strengthen support to national responses to the diseases, to increase demand and access and to develop together a more effective means of reaching countries in need. This Memorandum of Understanding articulates objectives for cooperation in core activity areas, drawing on the complementary functions of IDB and the Global Fund.

ARTICLE – I PURPOSE

1.1 The purpose of the cooperation between the Parties under this Memorandum of Understanding is to support the efforts of the governments of IDB member countries to achieve the Millennium Development Goals through the reduction of morbidity and mortality due to AIDS, Tuberculosis and Malaria by the nearest possible horizon. In recognition of their complementary strengths and shared commitment, IDB and the Global Fund plan to cooperate in a working relationship based on overarching principles, agreed objectives and clear terms of cooperation.

1.2 The IDB and Global Fund shall focus their co-operation, in a phased manner, starting with an emphasis on fighting malaria. Depending on the results achieved in the first phase, subsequent cooperation may be directed towards fighting tuberculosis and HIV/AIDS.

ARTICLE – II SCOPE OF COOPERATION
2.1 The Parties will cooperate, within the mandate and policy framework of their respective organizations, to maximize the use of resources available to them to support and enhance the national response to the diseases in each beneficiary country referred to in Annex 1 to this Memorandum of Understanding.

2.2 The Parties will work in synergy and complementarity with other partners and donors involved in fighting against communicable diseases to ensure adequate use of existing resources and to avoid duplication of efforts.

2.3 For the initial phase, the Parties have agreed to focus their cooperation on supporting malaria prevention and control programs in eligible malaria endemic countries in Africa, East Mediterranean and South East Asia Regions.

ARTICLE – III GENERAL PRINCIPLES

3.1 IDB and the Global Fund will cooperate in a partnership based on the following Overarching Principles:

(a) The Global Fund, as a financial mechanism, provides a large portion of the resources required to scale up national malaria control efforts in beneficiary countries. IDB provides support through [Technical Assistance (TA) Grant and soft Loan for capacity building activities and health system strengthening respectively.

(b) The Global Fund supports country ownership and leadership through a performance-based funding process that responds to country-proposals, based firmly on country need and priority. IDB works to support countries as they develop, implement and monitor evidence-based strategies regarding malaria prevention and control programs. In addition, IDB provides necessary assistance to countries for the delivery of quality service through capacity building activities and health system strengthening

(c) Both Parties recognize the importance of partnerships and promoting inclusiveness as being crucial to the effectiveness of efforts to fight the diseases. The multi-sectoral approach advanced by the Global Fund has spanned the public, private and civil society arenas as well as thematic sectors (health and workplace). The Global Fund without a country presence of its own and a limited mandate as a financing agency is by its very nature an organization that relies heavily on partnerships. IDB with its broad membership and established network of relationships can provide a key support to help countries access funding and use approved funding more effectively and efficiently.

(d) [Other?]

ARTICLE IV IMPLEMENTATION

3.1 The Global Fund is a grant-making organization that provides funding in support of programs that reflect country-led formulation and involve technically sound and cost-effective interventions for the prevention of infection and the treatment, care and support of persons living with and/or affected by HIV/AIDS, tuberculosis and malaria. Proposals for funding are prepared by the Country Coordinating Mechanisms ("CCM"), which are organized with the
participation of public and private organizations involved in fighting the three diseases in the affected countries. Provided the Global Fund’s eligibility criteria have been met, the Global Fund’s independent panel of technical experts (the “Technical Review Panel” or “TRP”) reviews proposals and makes recommendations for funding to the Global Fund’s Board.

3.2 In an effort to make substantial impact in fighting malaria, the Global Fund is encouraging countries in need to scale-up rapidly their malaria control programs, as expressed at the Global Fund Board's meeting in April 2008. However, the Parties recognize that there are a number of factors that are constraining the rapid scale-up of efforts to fight malaria in countries in need, including, among other things, insufficient resources to engage technically qualified staff to help develop proposals for funding, poor underlying health systems and infrastructure.

2.4 IDB and the Global Fund are committed to work on generating high quality proposals, and to work on the implementation and monitoring of existing grants, in support of national strategies that are acceptable for Global Fund financing.

3.3 The Global Fund will continue to fund technically sound proposals for funding from eligible countries in accordance with its policies and procedures. Such proposals for funding may include funding for anti-malarial treatment (Artemisinin-based Combination Therapy- ACT drugs), long lasting insecticide treated nets, insecticide for malaria vector control interventions, malaria diagnostic tools, training activities and disease surveillance. In accordance with the Global Fund's policies and procedures, the principal recipient of Global Fund grant funding will be responsible for the procurement of health products for the supported programs in accordance with the Global Fund's policies and guidelines for procurement of health products, including the Global Fund's quality assurance policy.

3.4 IDB will provide technical assistance to its member countries in the elaboration of their proposals for submission to the Global Fund for financing. In addition, IDB will make funding available to its member countries for the strengthening of the health system through the construction, and/or rehabilitation, expansion and equipment of the health facilities, as well as training and promotion of cooperation and exchange between countries.

3.5 The Global Fund will help to facilitate the provision of support by the IDB by identifying, at key points in the year (such as around the time for calls for proposals), those CCMs and other applicants for funding and grant recipients that are in need of support and where IDB's contribution can most effectively improve outcomes.

ARTICLE – IV FINANCING MODALITIES

3.6 IDB will make financing available by way of loan with special conditions ("soft loan") and grant, which will be allocated to the target countries in accordance the IDB's rules and procedures. The support to the countries for the elaboration of their proposals and training activities will be financed by way of grants to eligible recipients whereas the activities related to civil works and major medical, laboratory, surgical equipment will be financed by way of loan.
3.7 The Global Fund will make funding available by way of grants to eligible recipients in accordance with its policies, rules and procedures.

ARTICLE – V MONITORING AND EVALUATION

5.1 Indicators related to (i) morbidity (e.g. disease incidence and prevalence rates), (ii) mortality (e.g. disease case fatality rate (CFR), which is the proportion of deaths due to a disease over the total number of cases of the same diseases), and (iii) project management and fiduciary capability (e.g. timely and quality delivering of planned activities, submission of unqualified audit reports,) shall be monitored on a regular basis:

5.2 Both Parties agree to hold two annual meetings. During the first meeting, the two parties will discuss and agree on the work program of the coming year. The second meeting will be a mid-year review of the progress in implementing this Memorandum of Understanding and to discuss the way forward. Such consultation meetings will be organized alternatively in Geneva, Switzerland and Jeddah, Saudi Arabia.

5.3 IDB acknowledges that the Global Fund has established a monitoring and evaluation strategy to measure the progress of its grants. This includes self-reporting by grant recipients and verification of implementation by independent third party agents (known as "Local Fund Agents" or "LFAs"). Through its existing systems and procedures, the Global Fund will use its best efforts to identify gaps in support for country programs and will help to facilitate IDB's communication with CCMs, grant recipients and other key stakeholders. In addition, the parties may conduct joint field missions / visits in the beneficiary countries as necessary to further their cooperation.

ARTICLE – VII AMENDMENTS TO THE AGREEMENT

This Memorandum of Understanding may be amended by the Parties, or the Parties may enter into supplementary arrangements, through a simple exchange of letters.

ARTICLE – VII REVIEW

The arrangements provided or referred to in this Memorandum of Understanding may be reviewed by both the Parties at any time to allow for modification as deemed necessary by mutual written consent.

ARTICLE – VIII ENTRY INTO FORCE AND TERMINATION

8.1 This Memorandum of Understanding shall enter into force subject to its approval by IDB and Global Fund Boards and shall remain valid for an indefinite period on the understanding that either Party is at liberty to terminate it at any time if written notice of termination is given by the terminating Party to the other Party at least three months in advance.
8.2 Should this Memorandum of Understanding be terminated by either Party as indicated in Paragraph 8.1, steps will be taken to ensure that termination is not prejudicial to any activity or program implemented with the framework of this Memorandum of Understanding.

8.3 The purpose of this Memorandum of Understanding is to set out the understanding of the Parties with respect to their mutual cooperation. This Memorandum of Understanding is not intended to be legally binding.

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

**ARTICLE-IX  COMMUNICATIONS**

For the purpose of facilitating the implementation of this Memorandum of Understanding, the contact of information for the Parties is:

**For IDB:**
The Islamic Development Bank  
P.O .Box 5925 – Jeddah 21432  
Kingdom of Saudi Arabia  
Tele: 966 2 636 1400  
Fax: 966 2 636 6871  
Attention: [_____________]

**For The Global Fund to Fight AIDS, Tuberculosis and Malaria:**
Chemin de Blandonnet 8  
Vernier 1214  
Geneva  
Switzerland  
Tele: +41 22 791 1700  
Fax: +41 22 791 1701  
Attention: [__________]

**ARTICLE X. PUBLIC ANNOUNCEMENTS**

No Party will issue a press release or make any public announcement or statement regarding this Memorandum of Understanding or the Party’s relationship with the other Party without the prior written approval of the other Party, which shall not be unreasonably withheld or delayed. No Party shall make use of the logo or emblem of the other with prior written permission.
IN WITNESS THEREOF, the undersigned, duly appointed representatives of IDB and Global Fund respectively have on behalf of the Parties signed the present Memorandum of Understanding in six copies in Arabic, English and French, the three texts being equally authentic.

FOR AND ON BEHALF OF
ISLAMIC DEVELOPMENT BANK (IDB)

____________________________
DR. AHMAD MOHAMED ALI
President

FOR AND ON BEHALF OF
GLOBAL FUND TO FIGHT AIDS,
TUBERCULOSIS AND MALARIA (Global Fund)

____________________________
Prof. MICHEL KAZATCHKINE,
Executive Director

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MEMORANDUM OF UNDERSTANDING

REGARDING COOPERATION BETWEEN
THE STOP TB PARTNERSHIP
AND
THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA

A. Background

1. The Stop TB Partnership (“STBP”) brings together the efforts and resources of partners throughout the world that seek to control the tuberculosis (TB) epidemic. The STBP helps to mount and support an expanded response to eliminate TB as a public health problem. It seeks to engage the efforts of both the public and private sectors and partners from government and civil society.

2. The Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund”) is a unique global public/private partnership dedicated to attracting and disbursing additional resources to the reduction of infections, illness and death, thereby mitigating the impact caused by HIV/AIDS, Tuberculosis and malaria in countries in need, and contributing to poverty reduction as part of the Millennium Development Goals (“MDGs”). This partnership between governments, civil society, the private sector and affected communities represents a new approach to international health financing. The Global Fund is one of the major organizations funding the international response to AIDS, as well as the largest provider of international funding to fight malaria and Tuberculosis.

3. Through this Memorandum of Understanding (“MOU”) the STBP and the Global Fund (the “parties”) set forth their mutual intention to collaborate to strengthen the global response to the TB epidemic and to accelerate progress towards full implementation of the Global Plan to Stop TB (2006-2015). In recognition of their complementary strengths and shared commitment, STBP and the Global Fund plan to continue to cooperate mutually based on fundamental principles, agreed objectives, and clear terms for the review and management of their collaboration in accordance with the respective policies and procedures of STBP and the Global Fund.

4. This MOU provides a framework in support of cooperation that enhances the roles of both the Global Fund and STBP in support of national and international responses to control TB, fosters progress towards a vision of a world free of TB, and develops a mutually beneficial relationship. It articulates objectives for cooperation in core activity areas, drawing on the complementary functions of STBP and the Global Fund.

5. In this MOU, the term STBP refers to the Stop TB Partnership and its Secretariat. The engagement of STBP with the Global Fund, however, is not limited to the provisions of the present MOU and not all Partners of STBP are necessarily involved in each and every STBP activity covered by this MOU. For implementing
specific initiatives that may become necessary from time to time to further the interests of both the parties, STBP and the Global Fund may jointly develop follow-up operational arrangements under the framework of this MOU.

6. This MOU replaces the memorandum of understanding between the parties signed in May 2005, which expired in May 2007.

B. Fundamental Principles

STBP and the Global Fund will continue to cooperate in accordance with the following fundamental principles:

To move towards of a world free of TB.

The Global Fund, as a financing mechanism, provides the largest portion of international resources required to scale up TB control efforts globally and at country levels. STBP works to empower countries in their efforts to move rapidly towards the goal of dramatically reducing the global burden of TB by 2015 in line with the MDGs of halting, and beginning to reverse, the incidence of TB by 2015 and the STBP’s goal of halving prevalence and death rates from the 1990 baseline by 2015.

Developing national leadership and ownership

The Global Fund supports country ownership and leadership through a performance-based funding process that responds to country proposals, based firmly on country need and priority. STBP works to assist countries as they develop, implement and monitor evidence-based strategies and to support national efforts to control TB effectively.

Alignment and Harmonization

STBP and the Global Fund seek to harmonize support to national programs and align financial monitoring and evaluation processes to increase aid effectiveness. The importance of harmonization and alignment, has been highlighted by the OECD/DAC, and agreed to through the Paris Declaration for Aid Effectiveness. By moving towards financing national plans, consolidating grants, and defining shared monitoring indicators with major partners, STBP and the Global Fund will work together to link the principles of performance-based funding, multi-stakeholder participation and national ownership.

Advocacy

STBP guides and supports global advocacy efforts to ensure high level political support for a concerted response to the TB epidemic. STBP works closely with civil society and other stakeholders including the National TB programme. The Global Fund in fulfilling its mandate to raise significant additional resources to mitigate the impact caused by TB will collaborate closely with the STBP on advocacy efforts. The parties will seek to complement each other in reaching decision makers and key influencers around the world and achieving maximum synergies in advocacy and resource mobilization directed to TB control.

Partnerships

Building partnerships and promoting inclusiveness has been a defining feature of both STBP and the Global Fund and their approach to the TB epidemic. The involvement of all stakeholders espoused by STBP and the Global Fund spans public, private sectors and civil society. The Global Fund’s mandate as a financial instrument, without a country presence of its own, is by its very nature a partnership mechanism. STBP, whose technical and non-technical partners operate in many countries and across many sectors, provides a network of support structures that can facilitate the effectiveness and efficient use of Global Fund resources.

C. Purpose and Objectives
This MOU sets forth the mutual understanding and intentions of the STBP and the Global Fund regarding their collaboration in the global fight against TB with the objectives of:

1. Achieving a greater and more effective allocation of resources for the fight against TB, with verifiable results for patients and communities in the countries of greatest need; and

2. Ensuring effective and efficient use of Global Fund resources in the fight against TB, leading to a measurable impact and decreased TB burden.

3. Supporting the implementation of the Global Plan to Stop TB 2006-2015 and the achievement of its targets and contributing to the MDGs.

D. Basis for Cooperation and Collaboration

1. The Global Fund acknowledges that:
   a. The World Health Organization (“WHO”) is the international agency with a mandate to act as the directing and coordinating authority on international health work. STBP is hosted by WHO.
   b. The work of the STBP is critical if the Global Fund grants made to countries are to be effective in mitigating the disease impact. The technical STBP partners (e.g., WHO; KNCV; IUATLD; CDC) will be premier sources of scientific advice on TB control to the Global Fund, and of technical assistance to implementing countries. This support is coordinated through the appropriate TB Technical Assistance Mechanism (“TBTEAM”).
   c. The Global Drug Facility (“GDF”) provides a unique package of services, including technical assistance in anti-TB drug management and monitoring of anti-TB drug use, as well as procurement of high quality anti-TB drugs at the lowest possible cost. The GDF is an initiative of Stop TB Partnership hosted and administered by WHO.
   d. The Green Light Committee Initiative (“GLC Initiative”) supports the mission of the STBP and its Working Group on Multidrug-Resistant TB (“MDR-TB”) to enable patients with, or at risk of, all forms of drug-resistant TB to have proper diagnoses and to routinely receive high-quality, second-line drugs for the treatment of drug-resistant TB (especially MDR-TB), in accordance with guidelines published by the WHO on the programmatic management of MDR-TB.

2. The Stop TB Partnership acknowledges that:
   a. The Global Fund is the largest international funder of national TB control programmes;
   b. The Global Fund is a financial mechanism aimed at leveraging and making available considerable additional financial resources to combat Tuberculosis. The Global Fund is not a technical or an implementing entity.
   c. The Global Fund finances programmes that reflect national ownership and respect country-led formulation, implementation and monitoring/evaluation processes.
   d. To support the Global Fund in financing effective programs, the Global Fund Board relies on an independent panel of international experts of health and development, namely its Technical Review Panel (TRP), which reviews eligible grant proposals for technical merit, soundness of approach, feasibility and potential for sustainability. Based on this review, the TRP recommends proposals for funding to the Global Fund Board.
   e. The Global Fund supports programmes that demonstrate results through performance-based financing mechanisms based on solid monitoring and evaluation frameworks.

E. Areas of Cooperation and Collaboration
Collaboration between the Global Fund and STBP will be actively sought in the following areas.

1. STBP plans to support Global Fund programmes by:
   a. Providing technical input to the Global Fund, the Technical Review Panel (TRP) and to countries on global standards for addressing Tuberculosis, including the specific challenges of the six components of the WHO Stop TB Strategy, namely
      i. pursuing high quality DOTS expansion and enhancement;
      ii. addressing TB/HIV, MDR TB and other challenges;
      iii. contributing to health systems strengthening;
      iv. engaging all health providers;
      v. empowering people with TB and communities;
      vi. enabling and promoting research.
   b. Making recommendations concerning MDR-TB proposals through the GLC Initiative of the Stop TB Partnership with respect to:
      i. procuring low-cost and quality assured second line drugs for treating MDR-TB under Global Fund grants.
      ii. monitoring the use of second-line drugs in programs supported by Global Fund grants and being procured through the GLC Initiative.
      iii. providing technical assistance through the GLC Initiative, in accordance with the policies and procedures of the Global Fund and WHO.
   c. Providing support to Global Fund grantees through the GDF by:
      i. Providing technical inputs to the Global Fund in the procurement assessment process;
      ii. Making recommendations concerning procurement plans for first line TB drugs through the Technical Review Committee (TRC) of the GDF;
      iii. Procuring first line drugs under Global Fund grants through the GDF upon request by the Principal Recipient where the grantees have been assessed by TRC of the GDF to have limited procurement and drug management capacity and where the grantee satisfies all the criteria for receiving a GDF grant. Timely procurement of quality anti-TB drugs through GDF minimizes the risk of development of MDR-TB.
      iv. Supporting the development and implementation of the Global Fund's Quality Assurance Policy for anti-TB drugs (first-line, second line and paediatric) through the GDF
      v. Providing technical assistance to Global Fund supported programs for anti-TB drugs and diagnostics management, through the GDF and Global Laboratory Initiative, respectively.

2. In accordance with the principle of national, broad-based ownership of the strategies and activities supported by both parties, the STBP will, upon request by the Country Coordinating Mechanism (CCM) or prospective Global Fund grantees:
a. Coordinate the provision of technical assistance through the TB Technical Assistance Mechanism (TBTEAM) to enhance the effectiveness of technical assistance to countries and avoid duplication;

b. Support the development of good quality TB proposals to the Global Fund through technical assistance and training workshops organized in collaboration with the Global Fund Secretariat;

c. Assist countries to implement, monitor and evaluate approved Global Fund grants with special focus on:
   (i) Grant negotiation, including TA plan and coordination mechanism, M&E plan, performance framework, work plan, budget monitoring system, Procurement, Supply and Management (PSM) plan;
   (ii) M&E self assessment (e.g. using M&E systems strengthening tool) and development, implementation and monitoring of the action plan derived from this assessment, including monitoring of M&E investments in countries.
   (iii) Preparation for phase one assessment at month 21;
   (iv) Phase 2 implementation;
   (v) The response to identified bottlenecks that reduce grant performance during all phases of grant implementation;

d. Assist countries to prepare Requests to Global Fund for continued grant funding regarding Phase 2, and Applications for Rolling Continuation Channel and Continuity of Services;

e. Assist countries to ensure effective implementation of Global Fund programs.

3. The Global Fund plans to support the WHO Stop TB Strategy components and sub-components by:

a. Mobilizing and disbursing substantial new resources for TB control;

b. Focusing on best practices by funding interventions that are proven effective and can be scaled up, such as those based on international norms and standards, including those of the WHO;

c. Requiring that procurement of medicines for MDR-TB is conducted through the GLC, to ensure rational use of these medicines, containment of the emergence of drug resistance and to facilitate major reductions in drug costs;

d. Requiring that procurement of medicines for TB be conducted through mechanisms which adopt and use a package of services such as that of the GDF where grantees are assessed to have limited procurement and drug management capacity;

e. Requiring that all Tuberculosis drugs procured with the Global Fund resources are of known good quality\(^1\) and are used only in DOTS programmes;

f. Requiring from Stop TB Partnership competent agencies the intensification of technical action in countries in order to support jointly implementation of programmes financed through the Global Fund; and

g. Contributing to the progress of the STBP by actively participating in its Coordinating Board, of which the Global Fund is a member.

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\(^{1}\) “Known good quality” is defined as manufacturers producing drugs under the oversight of a competent regulatory authority.
4. Monitoring and Evaluation

The parties will share information relevant to their joint objectives where possible and appropriate. In particular, the parties will share information as necessary for the following three aspects of monitoring and evaluation under this MOU:

4.1 Monitoring the Global Plan to Stop TB, 2006-2015

The Global Fund will, whenever possible, make information available for the development of the overall report on progress in the implementation of the Global Plan to Stop TB, 2006-2015 (e.g. to the extent possible, by allowing access to results reported by the PR to Global Fund and findings of Local Fund Agent assessments, by facilitating the use of its Monitoring and Evaluation Toolkit, and by sharing references and results of special studies that the Global Fund may commission from time to time).

4.2 Monitoring the impact of the STBP and the Global Fund

4.2.1 The parties to this MOU will collaborate with each other in any external evaluation of either party by giving access to any non-confidential documents that the independent evaluators may reasonably seek access to in relation to evaluation exercises conducted by either party.

4.2.2 Countries require assistance in meeting the challenges of performance-based grants provided for TB control by the Global Fund. STBP will provide technical support as requested by countries in establishing and strengthening national monitoring and evaluation systems. This includes adopting indicators that are aligned to international measures, strengthening national systems to enable reporting and making consistent data available on an annual basis on key national prevention, treatment and care activities.

4.3 Monitoring the implementation of the MOU

4.3.1 STBP and the Global Fund will develop a monitoring and evaluation framework that will provide an ongoing assessment of the successful implementation of this MOU. The Framework will focus on assessing adherence to the fundamental principles laid out in the MOU and will monitor implementation of the defined Partnership Objectives of this MOU (part C).

4.3.2 The Framework will build on existing reporting systems, such as those designed as part of the Performance Monitoring and Evaluation Framework for the STBP work plan through the WHO system and other data sources that may be available including the TB Control Report of WHO, the impact assessment that is part of the Global Fund Five-Year Evaluation, and reports commissioned by the Global Fund for documenting the impact of grants in recipient countries.

5. Collaboration and joint action where possible appropriate, will be undertaken for Advocacy, Communication and Resource Mobilization work of the partnership between STBP and the Global Fund at both political and operational levels.

6. The STBP and the Global Fund will work together to realize their mutual commitment to the goal of increasing the amount of global resources allocated to the fight against Tuberculosis.
F. Organizational Coordination and other terms

1. Any issues pertaining to collaboration and joint action and any processes of mutual concern will be addressed by dialogue between the two parties in a manner appropriate for the issue being discussed.

2. Financial transactions, if any, between STBP and the Global Fund (for example, the agreement by the Global Fund to contribute to the cost of the activities of the GLC) will be subject to separate negotiation directly with the Global Fund and will be governed by the terms of a specific agreement or memorandum of understanding established between the parties.

3. The collaborative agreements specified in this MOU will be reviewed regularly and may be supplemented by more detailed working agreements to incorporate particular activities with relevant Partners. This MOU is a dynamic document and both parties agree that as the mutual collaboration between STBP and the Global Fund evolves the relationship between the two will strengthen and provide the basis for future cooperative arrangements. Both signatories of this document agree to adhere to the principle of mutual accountability and responsibility for the implementation of this MOU.

4. The parties will communicate and share information in advance of arrangements they make that could have direct implications for or directly impact on the other party and to make those arrangements in keeping with the provisions of this MOU.

5. The parties will nominate global coordination focal points, who will serve as the main channels of communication and information in relation to this MOU.

G. Validity; Amendment; Review

1. Any changes to this MOU will be agreed to after exchange of letters between the parties.

2. STBP and the Global Fund will undertake a review of this MOU two years after the date of the last signature of this MOU.

For the Global Fund to Fight AIDS, Tuberculosis and Malaria

For the Stop TB Partnership

Professor Michael Kazatchkine
Executive Director

Dr Marcos Espinal
Executive Secretary

Date………………

Date……………. 