

ADDENDUM NO. 1

to

AGREEMENT

between

**THE WILLIAM J. CLINTON FOUNDATION
and**

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

regarding

cooperation on Scaling-Up PMTCT Services in Tanzania

WHEREAS, the Norwegian Ministry of Foreign Affairs (MFA) and the Clinton Foundation HIV/AIDS Initiative (CHAI), a program of the William J. Clinton Foundation have entered into an agreement dated 20 November, 2007 on cooperation concerning “Scaling-up PMTCT service in Tanzania” (the Agreement);

WHEREAS, MFA and CHAI have agreed to amend the Agreement;

NOW THEREFORE, MFA and CHAI have reached the following understanding which shall constitute Addendum No. 1 to, and shall be an integral part of, the Agreement:

Regarding Article I Scope and Objectives

Paragraphs 1 – 3 shall be replaced by the following:

“This Agreement sets forth the terms and procedures for MFA’s support regarding cooperation on Scaling-Up PMTCT Services in Tanzania (the Programme) as outlined in the Agreed Programme Summary in Annex I and further described in the Programme Document dated October 2007, as well as in the work-plan for January – December 2008 which outlines the agreed revised objectives and targets.

The Goal of the Programme is to reduce transmission of HIV to newborns in the Lindi Region and to expand access to HIV/AIDS care and treatment services to eligible HIV+ children and adults in the Lindi and Mtwara regions.

The Purpose of the Programme is to improve coverage, quantity and quality of all aspects of PMTCT and HIV/AIDS care and treatment services.”

Regarding Article III Contribution of MFA

Paragraph 1 shall be replaced by the following:

“Subject to Parliamentary appropriations, MFA shall make available to CHAI a financial grant not exceeding NOK 58,500,000. (Fifty-eight million five hundred thousand Norwegian kroner) (“the Grant”) to be used exclusively to finance the Programme in the planned period July 2007 – December 2010.”

Regarding Article V Disbursements

Paragraph 1 shall be amended with the following additional sentence at the end of the paragraph:

“The remaining disbursements will tentatively be made in April and October each year.”

Paragraph 3 shall be replaced by the following:

“Along with the requests, CHAI shall submit a cash flow budget for the next six months.”

Regarding Article VI Annual Meeting

Paragraph 1 shall be replaced by the following:

“Representatives of the Parties shall have an Annual Meeting in April each year in order to

- discuss the progress of the Programme, including results and fulfillment of agreed obligations
- discuss and approve annual work plans and budgets for the following year
- discuss issues of special concern for the implementation of the Programme, such as the major risk factors set out in the Agreed Programme Summary in Annex 1, and how to manage such risks/issues”

Paragraph 3 shall be replaced by the following:

“The documentation specified in Article VII shall form the basis for the consultations.”

Regarding Article VII Reports

Article VII shall be replaced by the following:

“CHAI shall submit to MFA the reports and documentation for the Programme specified below. MFA shall respond within four weeks of receipt of the reports and documentation.

An annual progress report and financial statement covering the period 1 January to 31 December shall be submitted within four weeks prior to the annual meeting.

A deviation report and financial statements for the period 1 January to 30 September shall be submitted within October each year.

The annual progress reports shall include the following information:

- a description of actual outputs compared to planned outputs (as defined in the work plans)
- a brief summary of the use of funds compared to the budget
- an assessment of the efficiency of the Programme (how efficiently resources/inputs are converted into outputs)
- an explanation of major deviations from plans
- an assessment of problems and risks (internal or external to the Programme) that may affect the success of the Programme
- an assessment of the need for adjustments to activity plans and/or inputs and outputs, including actions for risk mitigation
- a brief assessment of achievements in relation to Purpose

The financial statement shall include

- a statement showing cash receipts/income and expenditures for the previous period structured as and compared to approved budgets for such previous period. The statement shall capture all sources of funding, with sufficient segregation of data to permit identification of individual sources of funds and disbursements on major Programme activities or types of expenditure.
- a statement of cash and bank balances
- relevant notes to the above mentioned statements including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Programme.

A work plan and a budget for the following year shall be submitted within four weeks prior to the annual meeting. The work plan shall specify planned outputs, cost estimates and time schedules.

The budget for the Programme for the coming calendar year shall include estimated income from all sources and planned expenditures.

The financial statements and budget(s) shall give complete and detailed information on the financing of the Programme.

A final report shall be submitted within six months after the completion of the Programme. If the Programme is not completed by December 2010 a status report shall be submitted to MFA by the said date. The final report shall include

- the topics from the progress report for the whole Agreement period
- an assessment of the effectiveness of the Programme, i.e. the extent to which the Purpose has been achieved
- an assessment of impact (if possible), i.e. the changes and effects positive or negative, planned and unforeseen of the Programme seen in relation to target groups and others who are affected
- an assessment of sustainability of the Programme, i.e. an assessment of the extent to which the positive effects of the Programme will still continue after the external assistance has been concluded
- a summary of main “lessons learned”

Regarding Article IX Audit

Paragraph 3, last bullet point shall be replaced by the following:

“Whether the accrued interest are reflected in the statement from the bank and in the financial statements for the Programme.”

Paragraph 4 shall be replaced by the following:

“CHAI shall submit to MFA the audit report and any other report from the auditor significant to the implementation of the Programme within May each year. CHAI shall comment upon the auditor’s findings. MFA shall respond within four weeks upon receipt of the report.”

Regarding Article XII Entry into Force – Termination – Dispute

Paragraph 1 shall be replaced by the following:

“The Agreement shall enter into force on the date of its signature, but will take effect from 22 July 2007, the date when the Memorandum of Understanding between the Government of Norway and the William J. Clinton Foundation for co-operation in the fight against HIV and AIDS was signed, and shall remain in force until the Parties have fulfilled all obligations from it.”

Regarding Annex I Agreed Programme Summary

Description of the Programme, Paragraph 1 – 3 shall be replaced by the following:

“Goal

The goal is to reduce transmission of HIV to newborns in Lindi Region and expand access to HIV/AIDS Care and treatment services to eligible HIV+ children and adults in Lindi and Mtwara regions.

Purpose

The purpose is to improve coverage, quantity and quality of all aspects of PMTCT and HIV/AIDS care and treatment services.

Outputs

Improvements are foreseen in the following areas:

- ✓ personnel, by recruiting and training health care workers and community health workers
- ✓ quality of care, both of delivery care in general and in PMTCT, by training of health staff and supportive supervision

- ✓ infrastructure, by renovation of health facilities, provision of health care equipment and utilities (including solar power and upgrading water supply systems to health facilities where needed)
- ✓ PMTCT to women who do not come to clinics for delivery, by providing mobile clinics as a pilot
- ✓ provision of outreach services to the communities
- ✓ provision of “emergency testing” for pregnant women delivering in the community.
- ✓ community and family support, by providing services (PMTCT+) and incentives to partners, involvement of community and religious leaders, community sensitization.
- ✓ access to HIV/AIDS care and treatment services for populations in rural areas.
- ✓ access to pediatric antiretroviral treatment for children living with HIV. “

All other conditions of the original Agreement remain the same.

This Addendum shall enter into force on the date of its signature, and shall remain in force until both Parties have fulfilled all obligations arising from it. Whether these obligations shall be regarded as fulfilled shall be determined in consultation between the Parties.

IN WITNESS WHEREOF the undersigned, acting on behalf of the respective Party, have signed the Addendum in two originals in the English language.

Done in Dar es Salaam, on this ____ day of February 2009

The Norwegian Ministry of Foreign Affairs

The William J. Clinton Foundation

By: _____
Jon Lomøy
Ambassador

By: _____
Dr. Yahya Ipuge
Country Director, Tanzania

Revised Overall Budget for scaling up PMTCT in Tanzania

	2007					2008					2009					2010					Total Program Cost	
	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM USD	SUM NOK		
Objective 1	Target 1	161,275	897,456	622,877	447,417	2,129,025	12,774,150	1,465,076	1,310,280	15,549,507	2,591,584	45,606	273,635	1,698,464	1,853,883	3,825,981	1,302,515	558,110	128,265	1,988,889		
	Target 2	-	120,255	72,120	51,804	244,179	1,465,076	1,465,076	1,310,280	15,549,507	2,591,584	45,606	273,635	1,698,464	1,853,883	3,825,981	1,302,515	558,110	128,265	1,988,889		
	Target 3	51,053	97,379	97,379	69,948	218,380	1,310,280	1,310,280	1,310,280	15,549,507	2,591,584	45,606	273,635	1,698,464	1,853,883	3,825,981	1,302,515	558,110	128,265	1,988,889		
	Subtotal	212,328	1,017,711	792,376	569,169	2,591,584	15,549,507	2,591,584	15,549,507	2,591,584	45,606	273,635	1,698,464	1,853,883	3,825,981	1,302,515	558,110	128,265	1,988,889			
Objective 2	Target 1	1,412	17,560	15,500	11,134	45,606	273,635	1,698,464	1,853,883	3,825,981	1,302,515	558,110	128,265	1,988,889	1,302,515	558,110	128,265	1,988,889	1,988,889			
	Target 2	-	96,110	108,809	78,158	283,077	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464	1,698,464		
	Target 3	-	153,484	90,494	65,002	308,980	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883	1,853,883		
	Subtotal	1,412	267,154	214,803	154,295	637,664	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981	3,825,981		
Objective 3	Target 1	15,869	123,240	45,380	32,597	217,086	1,302,515	558,110	128,265	1,988,889	1,302,515	558,110	128,265	1,988,889	1,302,515	558,110	128,265	1,988,889	1,988,889			
	Target 2	-	54,700	22,300	16,018	93,018	558,110	558,110	558,110	558,110	558,110	558,110	558,110	558,110	558,110	558,110	558,110	558,110	558,110	558,110		
	Target 3	-	6,600	8,600	6,177	21,377	128,265	128,265	128,265	128,265	128,265	128,265	128,265	128,265	128,265	128,265	128,265	128,265	128,265	128,265		
	Subtotal	15,869	184,540	76,280	54,792	331,481	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889	1,988,889		
Objective 4	Target 1	-	1,017,550	167,977	120,659	1,306,186	7,837,117	8,916,082	7,520,702	13,914,615	1,306,186	1,306,186	1,306,186	1,306,186	1,306,186	1,306,186	1,306,186	1,306,186	1,306,186	1,306,186		
	Target 2	572,721	649,462	153,541	110,290	1,486,014	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082	8,916,082		
	Target 3	949,799	70,800	135,512	97,339	1,253,450	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702	7,520,702		
	Target 4	-	-	30,520	21,923	52,443	314,656	314,656	314,656	314,656	314,656	314,656	314,656	314,656	314,656	314,656	314,656	314,656	314,656	314,656		
	Target 5	-	-	332,489	238,829	571,318	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910	3,427,910		
	Subtotal	1,522,520	1,737,812	820,039	589,040	4,669,411	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466	28,016,466		
Objective 5	Target 1	-	106,329	94,575	67,934	268,838	1,613,027	2,822,851	418,718	2,543,971	1,613,027	1,613,027	1,613,027	1,613,027	1,613,027	1,613,027	1,613,027	1,613,027	1,613,027	1,613,027		
	Target 2	-	262,060	121,291	87,124	470,475	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851	2,822,851		
	Target 3	-	32,310	21,810	15,666	69,786	418,718	418,718	418,718	418,718	418,718	418,718	418,718	418,718	418,718	418,718	418,718	418,718	418,718	418,718		
	Target 4	-	418,067	3,450	2,478	423,995	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971	2,543,971		
	Target 5	-	-	632,022	453,986	1,086,008	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048	6,516,048		
	Subtotal	-	818,766	873,148	627,189	2,319,103	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615	13,914,615		
TOTAL		1,752,129	4,025,983	2,776,646	1,994,485	10,549,243	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458	63,295,458		
RNE contribution		1,752,129	3,862,450	2,440,936	1,694,485	9,750,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000	58,500,000		
CHAI contribution		-	163,533	335,710	300,000	799,243	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458	4,795,458		

Exchange rate used is 1US\$=6kr, however, disbursements from Norway, will be made at the prevailing exchange rate at the time of transfer.
The total contribution from Norway for the three year program is fixed a kr 58,500,000

Revised Disbursement Plan

	2007/08 I	2008 II	2009 I	2009 II	2010 I	2010 II	TOTAL
RNE disbursement in NOK	13,000,000	16,379,358	18,888,294	5,094,441	3,531,474	1,606,434	58,500,000
RNE contribution in USD	2,389,706	2,482,448	2,660,323	717,527	497,391	226,258	8,973,653
Clinton Foundation contribution in USD	52,655	110,878	187,245	148,465	150,000	150,000	799,243
Total in USD	2,442,361	2,593,326	2,847,568	865,992	647,391	376,258	9,772,896
Exchange rate used NOK/USD	5.4	6.6	7.1	7.1	7.1	7.1	