HIV Clause for Inclusion in all Contracts

1.1 For the purpose of this Clause:

“an Approved Service Provider” means a person or entity approved by the National HIV/AIDS Authority to provide the HIV Awareness Programme;

“the Contractor’s Employees” means, without prejudice to any other definition contain in the Contract, all workers who are under the Contractor’s control and on the Site in connection with the Contract, including any workers who are under the control of any person or entity to whom the Contractor has sub-contracted any its obligations under the Contract other than those responsibilities set out in this Clause;

“the HIV Awareness Programme” means an HIV awareness programme [as set out in the Project documentation/in compliance with the HIV Awareness Programme curriculum and guidelines published by UNAIDS and available on its website www.hiv-development.org or on request];

“the Local Community” means the communities local to the Site most likely to have contact with the Contractor’s Employees and, in particular, sex workers in those communities;

“National Aids Authority” shall mean the authority in the country where the Site is located designated by the relevant national government to have responsibility for preventing and/or combating HIV/AIDS;

“UNAIDS” shall mean [the agency of the United Nations of that name or the United Nations Regional Task Force on mobile population and HIV vulnerability].

1.2 It shall be a Condition of the Contract that the Contractor:

1.2.1 sub-contracts with an Approved Service Provider to provide an HIV Awareness Programme to the Contractor’s Employees and the Local Community as soon as practicable after the Contractor’s Employees arrive at the Site but in any case within two weeks after the Contractor’s Employees arrive at Site;

1.2.2 gives any representative of the Approved Service Provider, the Employer and the National HIV/AIDS Authority all reasonable access to the Site in connection with the HIV Awareness Programme;

1.2.3 if the National Aids Authority has not provided the names of available Approved Service Providers within two weeks after being asked the contractor may select its own service provider after consultations with the appropriate UNAIDS office;

1.2.4 instructs the Contractor’s Employees to attend the HIV Awareness Programme in the course of their employment and during their normal working hours or any period of overtime provided for in the relevant
employment contracts and uses all reasonable endeavours to ensure this instruction is followed;

1.2.5 provides suitable space for delivery of the HIV Awareness Programme and does nothing to dissuade the Contractor’s Employees from attending the HIV Awareness Programme;

1.2.6 as soon as practicable, notifies the National HIV/AIDS Authority of its sub-contract with an Approved Service Provider to facilitate the National HIV/AIDS Authority’s audit of Approved Service Providers; and

1.2.7 gives all reasonable co-operation to the National HIV/AIDS Authority if it exercises its right to audit the provision by the Approved Service Provider of the HIV Awareness Programme.

1.3 The Contractor shall be entitled to be reimbursed by the Employer for any payments made under a sub-contract made for the purpose of Clause [1.2.1] in accordance with the relevant provisions in the Contract.

1.4 Where the Contract does not provide for reimbursement of named costs, the amount paid by the Contractor to the Approved Service Provider shall be added to any lump sum to be paid by the Employer to the Contractor under the Contract and, before such lump sum is paid, the Contractor shall provide to the Employer evidence of:

1.4.1 payment of the amount claimed to the Approved Service Provider; and

1.4.2 provision of the HIV Awareness Programme (e.g. a certificate issued by the Approved Service Provider).

1.5 Where a clinic is provided on behalf of the Contractor on Site, the Contractor shall ensure that such clinic provides to the Contractor’s Employees, on request and without charge:

1.5.1 counselling and advice on AIDS in compliance with UNAIDS guidelines; and

1.5.2 condoms that comply with either the current ISO standard or WHO/UNAIDS Specification and Guidelines for Condoms 1998 or any more recent equivalent publication except that the contractor shall not be obliged to provide more than [number] condoms to each person on the site per [week/month].

1.6 Where the Contractor sub-contracts any of its obligations under the Contract, it shall require any sub-contractor to comply with sub-clauses [1.2.2 to 1.2.6] of the Contract as if it were the Contractor.