

Grant Confirmation

1. This Grant Confirmation is made and entered into by The Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund”) and The Ministry of Finance, Planning and Economic Development of the Republic of Uganda (the “Principal Recipient”) on behalf of the Republic of Uganda (the “Grantee”), as of the date of the last signature below and effective as of the start date of the Implementation Period (as defined below), pursuant to the Framework Agreement, dated as of 28 October 2014, as amended and supplemented from time to time (the “Framework Agreement”), between the Global Fund and the Grantee, to implement the Program set forth herein.
2. Single Agreement. This Grant Confirmation, together with the Integrated Grant Description attached hereto as Schedule I, sets forth the provisions (including, without limitation, policies, representations, covenants, Program Activities, Program budget, performance framework, and related implementation arrangements) applicable to the Program, and forms part of the Grant Agreement. Each capitalized term used but not defined in this Grant Confirmation shall have the meaning ascribed to such term in the Framework Agreement (including the Global Fund Grant Regulations (2014))¹. In the event of any inconsistency between this Grant Confirmation and the Framework Agreement (including the Global Fund Grant Regulations (2014)), the provisions of this Grant Confirmation shall govern unless expressly provided for otherwise in the Framework Agreement.
3. Grant Information. The Global Fund and the Grantee hereby confirm the following:

3.1.	Host Country or Region:	Republic of Uganda
3.2.	Disease Component:	HIV/AIDS
3.3.	Program Title:	Supporting Uganda's Efforts Towards Ending AIDS
3.4.	Grant Name:	UGA-H-MoFPED
3.5.	GA Number:	1450
3.6.	Grant Funds:	Up to the amount USD 245,570,664.00 or its equivalent in other currencies
3.7.	Implementation Period:	From 1 January 2018 to 31 December 2020 (inclusive)
3.8.	Principal Recipient:	The Ministry of Finance, Planning and Economic Development of the Republic of Uganda Plot 2-12 Apollo Kaggwa Road, P.O. Box 8147, Kampala, Uganda Attention: Mr. Keith Muhakanizi Permanent Secretary/Secretary to the Treasury Telephone : +256 414 232095 Facsimile: +256 414 343023 Email: finance@finance.go.ug
3.9.	Fiscal Year:	1 July to 30 June

¹ Available at <http://www.theglobalfund.org/GrantRegulations/>

3.10.	Local Fund Agent:	<p>PricewaterhouseCoopers (Uganda) Limited Communications House, 1 Colville Street, P.O. Box 8053, Kampala, Uganda</p> <p>Attention: Mr. Dowson Kalemba</p> <p>Telephone: +256 312 354 400 Facsimile: +256 414 230 153 Email: dowson.kalemba @ug.pwc.com</p>
3.11.	Global Fund contact:	<p>The Global Fund to Fight AIDS, Tuberculosis and Malaria Chemin de Blandonnet 8, 1214 Vernier, Geneva, Switzerland</p> <p>Attention: Mr. Linden Ridley Morrison Head, High Impact Africa 2 Department Grant Management Division</p> <p>Telephone: +41 58 791 1700 Facsimile: +41 58 791 1701 Email: linden.morrison@theglobalfund.org</p>

4. Policies. The Grantee shall, and shall cause the Principal Recipient to take all appropriate and necessary actions to comply with (1) the Global Fund Guidelines for Grant Budgeting (2017, as amended from time to time)², (2) the Health Products Guide, as amended (2016, as amended from time to time), and (3) any other policies, procedures, regulations and guidelines, which the Global Fund may communicate in writing to the Grantee and the Principal Recipient, from time to time.
5. Representations. In addition to the representations set forth in the Framework Agreement (including the Global Fund Grant Regulations (2014)), the Principal Recipient hereby represents that the Principal Recipient has all the necessary power, has been duly authorised by or obtained all necessary consents, approvals and authorisations to execute and deliver this Grant Confirmation and to perform all the obligations on behalf of the Grantee under this Grant Confirmation. The execution, delivery and performance by the Principal Recipient on behalf of the Grantee of this Grant Confirmation do not violate or conflict with any applicable law, any provision of **the Grantee's and Principal Recipient's** constitutional documents, any order or judgment of any court or any competent authority, or any contractual restriction binding on or affecting the Grantee or the Principal Recipient.
6. Covenants. The Global Fund and the Grantee further agree that:
 - 6.1. The Program budget in the Integrated Grant Description attached hereto as Schedule I reflects the total amount of Global Fund funding to be made available for the Program. The Program budget may be funded in part by grant funds disbursed to the Grantee under a previous Grant Agreement, which the Global Fund has approved to be used for the Program under the current Grant Agreement (**"Previously Disbursed Grant Funds"**), as well as **additional Grant Funds up to the** amount set forth in Section 3.6 of the Grant Confirmation. Where the Global Fund has approved the use of Previously Disbursed Grant Funds, the Global Fund may reduce the amount of Grant Funds set forth in Section 3.6 of the Grant Confirmation by the amount of any Previously Disbursed Grant Funds, and the definition of Grant Funds set forth in Section 2.2 of the Global Fund Grant Regulations (2014) shall include any Previously Disbursed Grant Funds.

² Available at <http://www.theglobalfund.org/BudgetingGuidelines/>

- 6.2. All non-cash assets remaining under any previous Grant Agreements as of the start date of the Implementation Period shall be fully accounted for and duly **documented (“Previous Program Assets”)**. Unless otherwise agreed with the Global Fund, the definition of Program Assets set forth in Section 2.2 of the Global Fund Grant Regulations (2014) shall include any Previous Program Assets.
- 6.3. For the avoidance of doubt, except as explicitly set forth herein, nothing in the instant Grant Agreement shall impact the obligations of the Grantee or Principal Recipient under any previous Grant Agreement(s) (including, but not limited to, those concerning financial and other reporting).
- 6.4. The procurement of Health Products with Grant Funds shall be carried out through the Pooled Procurement **Mechanism (“PPM”) of the Global Fund, or wambo.org**, as agreed between the Principal Recipient on behalf of the Grantee and the Global Fund, until the Global Fund has agreed in writing that procurement of Health Products can be managed by the Grantee or the Principal Recipient using a different process. The Principal Recipient acting on behalf of the Grantee has all the necessary power and has been duly authorized by or obtained all necessary consents, approvals and authorizations to execute and deliver the PPM registration letter in the form approved by the Global Fund.
- 6.5. With respect to Section 7.6 (Right of Access) of the Grant Regulations, it is understood and agreed that (1) the Global Fund may collect or seek to collect data, and it is possible that such data may contain information that could be used to identify a person or people, and (2) Principal Recipient on behalf of the Grantee has undertaken or has caused to be undertaken prior to collection and thereafter whatever is required under the applicable laws of the Republic of Uganda to ensure that such information may be transferred to the Global Fund for such purpose upon request.
- 6.6. The Grantee hereby acknowledges and confirms that it has read and understood the policies of the Global Fund regarding the use of its name and logos as set forth **in the “Identify Guide for Partners” (as amended from time to time), available at the Global Fund’s Internet site. The Grantee agrees that if the Principal Recipient on behalf of the Grantee intends to use the Global Fund’s name and/or logos in** relation to any Program Activities, the Grantee is required (1) to seek the prior approval of the Global Fund by submitting a plan of use in accordance with the Identity Guide for Partners to the Global Fund and, if such plan is approved, (2) to sign a trademark license agreement in form and substance acceptable to the Global Fund.
- 6.7. In accordance with the Global Fund Sustainability, Transition and Co-financing **Policy (GF/B35/04) (the “STC Policy”)**, the Grantee shall:
 - 6.7.1. progressively increase government expenditure on health to meet national universal health coverage goals; and increase co-financing of the Global Fund-supported programs, focused on progressively taking up key costs of national **disease plans (the “Core Co-Financing Requirements”)**. The commitment and disbursement of Grant Funds is **subject to the Global Fund’s satisfaction with** the Republic of Uganda’s **compliance with the Core Co-Financing Requirements**. The Global Fund may reduce Grant Funds during the Implementation Period based on non-compliance with the Core Co-Financing Requirements; and

6.7.2. **comply with the requirements to access the ‘co-financing incentive’ as set forth in the STC Policy (the “Co-Financing Incentive Requirements”).** The commitment and disbursement of 15% of the Republic of Uganda’s HIV allocation of USD 255,632,244 for the 2017-2019 allocation period, which is equal to USD 38,344,837 **(the “Co-Financing Incentive”)**, is subject to the Global Fund’s satisfaction with the Republic of Uganda’s **compliance with the Co-Financing Incentive Requirements.** The Global Fund may reduce the Co-Financing Incentive during the Implementation Period, or from the subsequent allocation, proportionate to non-compliance with the Co-Financing Incentive Requirements.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Global Fund and the Principal Recipient on behalf of the Grantee have caused this Grant Confirmation to be executed and delivered by their respective duly authorized representatives on their respective date of signature below.

The Global Fund
to Fight AIDS, Tuberculosis and Malaria

The Ministry of Finance, Planning
and Economic Development on behalf
of the Republic of Uganda

By: _____

Name: Ms. Marijke Wijnroks

Title: Executive Director, a.i.

Date:

By: _____

Name: Mr. David Bahati

Title: Minister of State for Finance,
Planning and Economic
Development

Date:

Acknowledged by

By: _____

Name: Prof. Edward Kasujja Kirumira

Title: Chair of the Country Coordinating
Mechanism for the Republic of
Uganda

Date:

By: _____

Name: Mr. Titus James Twesige

Title: Civil Society Representative of the
Country Coordinating Mechanism
the Republic of Uganda

Date:

SCHEDULE 1

INTEGRATED GRANT DESCRIPTION

Country:	Republic of Uganda
Program Title:	Supporting Uganda's Response to HIV/AIDS
Grant Name:	UGA-H-MoFPED
Grant Number:	1450
Disease:	HIV/AIDS
Principal Recipient:	The Ministry of Finance, Planning and Economic Development of the Republic of Uganda

A. PROGRAM DESCRIPTION

1. Background and Rationale for the Program

Uganda has had a generalized HIV epidemic for more than three decades, with HIV prevalence among adults aged 15-49 years estimated at 7.3% in 2011. It is estimated that by end of 2015, there were 1,461,744 people living with HIV (in Uganda, projected to increase to 1,586,776 in 2018 and 1,655,160 in 2020 (Spectrum Estimates 2015).

A high proportion of the population in Uganda is 15-24 years with high adolescent pregnancy rates (25%) and incident HIV infections among adolescents and young people. Unmet need for family planning among adolescent people living with HIV is also high (42%). In 2011, HIV prevalence was 3.7% in the 15-24 years age group. HIV prevalence among young people of the 15-19 years age group increased from 1.5% in 2004/5 to 2.4% in 2011.

The Uganda HIV Investment Case 2015-2025 defines several key populations, including fishing communities, sex workers and partners of sex workers, men who have sex with men, uniformed service personnel, and truckers. The 2014 Modes of Transmission (MOT) shows the highest incidence per 100,000 among key populations especially people who inject drugs, female sex workers and their clients, and men who have sex with men. Female sex workers accounted for 20.2% of new HIV infections in Uganda, with clients of female sex workers contributing 12.2%, and partners of their clients 3.9%

The program seeks to reduce new HIV infections and HIV associated morbidity and mortality; as well as strengthen the delivery system to ensure universal access and efficient services. The **program's objectives were based on an in-depth assessment of the country's gaps and priorities** and are aligned with the HIV National Strategic Plan 2016-2020 and the national HIV Investment Case.

Key interventions for reducing sexual transmission of new HIV infections, strengthening counseling and testing, prevention of mother-to-child transmission of HIV (PMTCT), as well as sustaining provision of comprehensive HIV care including antiretroviral therapy (ART) to people living with HIV/AIDS (PLHAs) will be funded.

The program will be implemented by two PRs: the Ministry of Finance, Planning and Economic Development (MoFPED) and The AIDS Support Organization (Uganda) Limited (TASO).

Goals, Strategies and Activities

Goals:

- To lower the number of new youth and adult infections by 70% and the number of new pediatric HIV infections by 95% by 2020;
- To decrease HIV-associated morbidity and mortality by 70% through achieving and maintaining 90% viral suppression by 2020;
- To reduce vulnerability to HIV/AIDS and mitigation of its impact on PLHIV and other vulnerable groups; and

Strategies:

- Scale up coverage and utilization of critical HIV prevention interventions to reduce new HIV infections;
- Enhance programs for the prevention of mother-to-child transmission of HIV;
- Scale up and sustain the delivery of ART in the public and private sectors;
- Ensure universal access and coverage of quality, efficient and safe service to targeted population; and
- Strengthen the monitoring and evaluation of HIV/AIDS programs to track the progress of implementation of priority initiatives.

Planned activities:

Module	Activities	PR
Prevention programs for general population	<p>Procure condoms; conduct condom promotion events; and increase condom distribution in communities; Procure test kits; train health workers in integration of PITC/couples counseling and testing services; and support targeted home-based and community HIV testing and counselling campaigns; Social Behavior change communication (SBCC), Dissemination of HIV-tailored messages; train media practitioners; and support community engagement and mobilization for primary prevention and uptake of services</p>	MoFPED
Prevention Programs for Key populations	<p>Outreaches through mobilization of communities through peers and KP-led organizations to enhance uptake of services; continued support for the MARPI integrated KP clinics and expansion of community service delivery models including KP-led service delivery, drop in centers, and safe space outreaches.</p> <p>Other interventions include reduction of stigma and discrimination, enhanced coordination of KP partners, differentiated models for KP service delivery, and evaluation of effectiveness of various models;</p> <p>Comprehensive package of HIV prevention and treatment interventions (behavior change communication, HIV testing and TB screening, male circumcision, condoms and lubricants, and HIV treatment for those who are HIV infected)</p>	TASO/ MoFPED
Prevention programs to reduce human rights-barriers to HIV services	<p>Conduct and roll out of HIV Stigma Index for KPs and vulnerable groups; Develop, pre-test and standardize HIV-TB stigma and discrimination media messages (for television, radio, print media and social media); Provide HIV-related free legal services for key populations, PLHIV/TB (legal fees, bond fees, printing and photocopying, etc.);</p> <p>Undertake community-based monitoring of laws and their implementation; Document, publish and disseminate an Annual State of Human Rights Violations for KPs and PLHIV/TB; Support ongoing mentorship of the KP Advocacy Champions;</p>	MoFPED/ TASO
Prevention programs for adolescents and youth, in and out of school	<p>Keeping about 12,000 adolescent girls aged 10-14 years in school through education subsidies and provision of emergency sanitary wear; Establish and nurture out of school empowerment clubs and scale up use of mobile telephone based Apps;</p> <p>Scale up the evidence based SASA in the 40 focus districts; Capacity building for religious and cultural institutions and leadership; Strengthening national level and strategic sector M&E and targeted evaluations for AGYW HIV programming</p>	MoFPED/ ASO
Treatment, care and support	<p>Support ART through procurement of antiretroviral drugs and laboratory reagents; and provide pre-antiretroviral therapy care; and strengthen community systems to support linkage and retention in care.</p>	MoFPED

Module	Activities	PR
Prevention of mother-to-child transmission (PMTCT)	Intensive community mobilization including early and sustained ANC and facility based deliveries to ensure access to HIV and other maternal and child services; Trained community health workers (CHEWs) to create demand and provide services; HTS offered to all pregnant women on their first ANC visit; Initiation of ART to remain a priority to ensure further scale-up and maintenance of ART coverage at 97%;	MoFPED
TB/HIV	Collaborative interventions and activities with other programs; and conduct regional training of trainers	MoFPED/ TASO

2. Target Group/Beneficiaries

- General population;
- Pregnant Women;
- AGYW/Youth
- Key populations such as commercial sex workers, MSMs, transgenders, truck drivers, and fisher folks; and
- People living with HIV/AIDS.

B. PERFORMANCE FRAMEWORK

Please refer to the performance framework attached.

C. SUMMARY BUDGET

Please refer to the Summary Budget attached.