

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:	Tuberculosis
3.3.	Program Title:	Supporting Uganda's Tuberculosis Reduction Strategy
3.4.	Grant Name:	UGA-T-MoFPED
3.5.	GA Number:	1451
3.6.	Grant Funds:	Up to the amount USD 18,445,026.00 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:	PricewaterhouseCoopers (Uganda) Limited Communications House, 1 Colville Street, P.O. Box 8053, Kampala, Uganda. Attention: Mr. Dowson Kalemba Telephone: +256 312 354 400 Facsimile: +256 414 230 153 Email: dowson.kalemba@ug.pwc.com
3.11.	Global Fund contact:	The Global Fund to Fight AIDS, Tuberculosis and Malaria Chemin de Blandonnet 8, 1214 Vernier, Geneva, Switzerland Attention: Mr. Linden Ridley Morrison Head, High Impact Africa 2 Department Grant Management Division Telephone: +41 58 791 1700 Facsimile: +41 58 791 1701 Email: linden.morrison@theglobalfund.org

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 authorized by or obtained all necessary consents, approvals and authorizations 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

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

definition of Grant Funds set forth in Section 2.2 of the Global Fund Grant Regulations (2014) shall include any Previously Disbursed Grant Funds.

- 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. The Principal Recipient on behalf of the Grantee shall cooperate with the regional Green Light Committee (the "rGLC") in the efforts of the rGLC to provide technical support and advisory support, including capacity building, to the Principal Recipient with respect to monitoring and the scaling-up of DR-TB-related services provided in-country. Accordingly, the Principal Recipient on behalf of the Grantee shall budget, and hereby authorizes the Global Fund to disburse, up to a maximum of US\$ 50,000, or a lower amount as agreed with GLC and the Global Fund, each year to pay for GLC services.
- 6.8. In accordance with the Global Fund Sustainability, Transition and Co-financing Policy (GF/B35/04) (the "STC Policy"), the Grantee shall:

- 6.8.1. 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
- 6.8.2. 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 Tuberculosis allocation of USD 21,101,922 for the 2017-2019 allocation period, which is equal to USD 3,165,288 (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
Chair of the Country Coordinating
Mechanism for the Republic of
Uganda

Date:

By: _____

Name: Mr. Titus James Twesige
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 Tuberculosis Reduction Strategy
Grant Name:	UGA-T-MoFPED
Grant Number:	1451
Disease:	Tuberculosis
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

Tuberculosis remains a major public health problem causing unnecessary morbidity and **mortality and Uganda's response to the disease is guided by the National TB strategic Plan 2016-2020.**

The 2014/2015 national TB disease prevalence survey found a higher rate of disease burden than previously estimated at 253 and 234 per 100,000 for prevalence and incidence respectively versus 159 and 161 per 100,000 in the previous estimates. The estimated treatment coverage is thus low at about 51% with nearly 41,000 TB cases **"missed" in 2015.**

The national TB disease prevalence survey revealed a higher rate of TB in urban areas as opposed to rural areas and in men compared with women. The TB treatment success rate in Uganda is suboptimal. In the 2015 cohort, overall treatment success rate was 74% but in pulmonary bacteriologically confirmed cases cure was reached in only 51% of cases.

The outcomes for TB/HIV are good: HIV testing rates in TB patients is high at 97% and of those who test positive for HIV, 88% are provided with antiretroviral treatment (ART). Similarly, TB screening rates in HIV infected persons in care are high with 92% of these patients covered in 2015; however, the provision of TB preventive therapy (IPT) is low at 22%. The identification of drug resistant TB is also suboptimal. In 2015 only 419 (17%) of an estimated 2,492 rifampicinresistant/MDR-TB cases (RR/MDR TB) were identified. Of the identified RR/MDR-TB cases only 83% (351 of 419) were placed on treatment.

This Program calls for a scale-up of tuberculosis prevention, control, treatment, care and support in order to attain the NSP goal of reducing TB prevalence. It will be implemented by the Ministry of Finance, Planning and Economic Development (MoFPED).

2. Goals, Strategies and Activities

Goal:

To reduce the incidence by 5% by 2019/20: from 234/100,000 in 2015/16 to 222.3/100,000 by 2019/20.

Strategies:

- Early diagnosis and treatment of all persons of all ages and gender.
- Systematic screening of high-risk groups and contact tracing.
- Strengthen and operationalize community system for TB control
- Improve community engagement to enhance case finding and treatment outcomes amongst Karamoja nomadic populations
- Strengthen and expand Public Private Mix (PPM) in line with national policy
- TB-HIV collaborative interventions
- Early detection of DR-TB through enhanced access to DST for TB patients
- Increase enrolment and improve DR-TB patient management
- Strengthening the Capacity of the NTLP
- Strengthening the Monitoring and Evaluation Systems

Planned activities:

Module	Activities	PR
Tuberculosis care and prevention	<p>Procuring 45 additional Xpert MTB/Rif machines as a step towards universal access to DST, install and train health workers on their use; Raising awareness of health service providers on availability and functionality of Xpert MTB/RIF machines; Strengthening the sample referral system and transmission of results for Xpert MTB/RIF procure TB laboratory supplies including cartridges, develop and disseminate more sensitive TB screening algorithms at all diagnostic facilities;</p> <p>Active/intensified case finding among key populations (e.g. PLHIV, prisoners, people living in urban slums, people with diabetes TB contacts); replicate and expand contact tracing beyond partner supported urban settings; replicate DETECT CHILD TB experience</p> <p>Map and assess the capacity and needs of all community structures; (ii) Strengthen the Community Health Management Information System to enable community-based recording and reporting – development of tools, training, electronic-based systems; (iii) Strengthen linkages and networks among stakeholders to enable patient referral and follow-up as well as information sharing – coordination meetings; (v) Enhance; empower key populations, and mobilize political commitment and resources for TB</p>	MoFPED

Module	Activities	PR
TB/HIV	Strengthen the national and district TB/HIV coordination committees; enhance screening of PLHIV for TB including the use of GeneXpert and chest radiography; scale up IPT for PLHIV in care; expand health care setting's capacity to implement TB infection control measures; roll out a one stop model of TB/HIV services to ensure early and universal initiation of ART among HIV infected TB patients.	MoFPED
MDR-TB	Scale up access to DST (Xpert MTB/Rif and second line LPA and phenotypic methods) and improve utilization of the technology; establish four additional DR-TB treatment facilities; facilitate patient linkage to care; support provision of DOT to patients at the treatment facility and follow up facility;	MoFPED
Strengthening Programme Management	Parliamentary regional oversight visits for fact finding and community mobilization on TB (127 Parliamentarians of the caucus to eight regions); Capacity building of NLTP	MoFPED
Others-Refugees	Conduct a TB baseline assessment in all refugee settlements and the surrounding areas to bench mark TB services and design appropriate interventions to address the findings; Quantify the supplies and medicines required for refugees; Strengthen TB recording and reporting system that disaggregates service delivery data by refugee status as part of district health information management system (DHIS2).	MoFPED

3. Target Group/Beneficiaries

- TB patients;
- HIV co-infected TB patients;
- Prison inmates;
- Health care workers; and
- The general population.
- Refugees

B. PERFORMANCE FRAMEWORK

Please refer to the performance framework attached.

C. SUMMARY BUDGET

Please refer to the Summary Budget attached.