

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 Health of the Republic of Angola** (the "Principal Recipient") on behalf of the Republic of Angola (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 26 May 2016, 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), available at <http://www.theglobalfund.org/GrantRegulations>). 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 Angola
3.2.	Disease Component:	Tuberculosis
3.3.	Program Title:	Strengthening the national response for the control of Tuberculosis and supporting the strengthening of the health system in Angola
3.4.	Grant Name:	AGO-T-MOH
3.5.	GA Number:	1782
3.6.	Grant Funds:	Up to the amount USD 7,674,176 or its equivalent in other currencies
3.7.	Implementation Period:	From 1 January 2019 to 31 December 2021 (inclusive)
3.8.	Principal Recipient:	Ministry of Health of the Republic of Angola Rua Revolução de Outubro, Casa S/N Bairro de Maianga CP 1201 Luanda Republic of Angola Attention Mr. António Da Costa Director of Statistical Department at the MOH Telephone: +244930136029 Facsimile: Email: costaantonio09@hotmail.com

3.9.	Fiscal Year:	1 January to 31 December
3.10.	Local Fund Agent:	<p>PricewaterhouseCoopers (Angola), Limitada PricewaterhouseCoopers (Angola), Limitada, Edifício Presidente, Largo 17 de Setembro n.º 3 , 1º andar - Sala 137 Luanda Republic of Angola</p> <p>Attention Mr. Mario Miranda Team Leader</p> <p>Telephone: +244 227286109 Facsimile: +244 222 311 213 Email: mario.miranda@ao.pwc.com</p>
3.11.	Global Fund contact:	<p>The Global Fund to Fight AIDS, Tuberculosis and Malaria Global Health Campus, Chemin du Pommier 40 1218 Grand-Saconnex, Geneva, Switzerland</p> <p>Attention Tina Draser Regional Manager Grant Management Division</p> <p>Telephone: +41 58 791 1700 Facsimile: +41 44 580 6820 Email: tina.draser@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) the Health Products Guide (2017, 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. No later than 30 days prior to a scheduled cash transfer that includes Grant Funds for the procurement of medicines, the Grantee acting through the Principal Recipient shall deliver to the Global Fund a pro forma invoice issued by the designated Procurement Agent of the Global Drug Facility, as delegated by the Green Light Committee ("GLC") Initiative.

6.2. No later than 30 September 2019, the Principal Recipient on behalf of the Grantee shall, or shall cause the CCM to, submit to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed Transition and Sustainability Plan and Budget for the gradual governmental take-over, starting in 2020, of Program Activities to ensure the continued funding of essential services beyond the current Grant Agreement.

6.3. The Global Fund has retained the services of a Fiduciary Agent (the “Agent”) funded with Grant Funds to perform certain functions with respect to the Grant in order to safeguard Grant Funds. (1) The Principal Recipient on behalf of the Grantee hereby agrees to the use of Grant Funds, disbursed directly by the Global Fund to the Agent, for the services performed by the Agent with respect to the Grant, and agrees to the Terms of Reference of the Agent. (2) To enable the Agent to perform its functions, the Principal Recipient on behalf of the Grantee shall submit to the Global Fund evidence, in form and substance satisfactory to the Global Fund, that the Principal Recipient has delegated to the Agent co-signature authority to the bank account(s) of the Principal Recipient in which Grant Funds are held, including any local currency account used in relation with the implementation of the Program, in a manner effective and binding under applicable laws and in compliance with the relevant bank’s internal procedures. Prior written approval of the Global Fund shall be obtained in the event the Principal Recipient wishes to change any such bank accounts, and if approved, the Principal Recipient on behalf of the Grantee shall submit to the Global Fund evidence that the Principal Recipient has delegated to the Agent co-signature authority to such new bank account(s). (3) The Principal Recipient on behalf of the Grantee hereby agrees to fully cooperate and work with the Agent, including provide all the requested documents and information to the Agent and/or the Global Fund as well as implement any recommendations of the Agent. (4) Notwithstanding the installation of the Agent on the Grant, the terms of the Grant Agreement shall remain in full force and effect, including the Grantee’s responsibility for the use of Grant Funds. More specifically, neither the appointment of the Agent nor the fulfilment by the Agent of its designated functions shall discharge or exonerate, or be construed to discharge or exonerate, the Grantee from its responsibilities or liabilities under the Grant Agreement in terms of the use or otherwise management of Grant Funds. Accordingly, the Global Fund reserves the right to re-classify any expenditure of Grant Funds, regardless of verification or endorsement by the Agent, as ineligible and in breach of the Grant Agreement, and to therefore demand a refund from the Grantee (or the Principal Recipient on behalf of the Grantee) of such Grant Funds pursuant to Section 11.1 of the Global Fund Grant Regulations (2014).

6.4. In accordance with the Global Fund Sustainability, Transition and Co-financing Policy (GF/B35/04) (the “STC Policy”), the Grantee shall:

6.4.1. 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 Grantee’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;

6.4.2. 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 20% of the Grantee’s aggregate allocation for the 2017-2019 allocation period, which is equal to US\$11,617,788 (the “Co-Financing Incentive”), is subject to the Global Fund’s satisfaction with the Grantee’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; and

6.4.3. in order to meet the Core Co-Financing Requirements by 31 December 2020, deliver evidence that the Grantee complies with each applicable Program specific Core Co-Financing Requirement set forth below:

- a. On or before 30 June 2020, for Malaria, the Ministry of Health of the Republic of Angola shall provide evidence that additional investments have replaced all Global Fund investment in vector control activities including the procurement of LLINs and its associated storage and distribution costs. The Ministry of Health of the Republic of Angola shall also provide evidence that all current investment levels in indirect costs including Human Resources for Health, administrative, M&E, infrastructure, as well as current investment in direct costs such as the procurement of ACTs and RDTs have at least been maintained.
- b. On or before 30 June 2020, for the HIV Program, the Ministry of Health of the Republic of Angola shall provide evidence of funding increases related to the roll-out of the Test and Treat strategy financed using domestic resources. The Global Fund will continue to invest heavily in essential health commodities (such as ART, ART tests and re-agents), but financing for patients on ART treatment is expected to remain flat for the next three years, as financing has been significantly reduced, enabling financing ARV treatment for 31,024 patients from 2018 until 2021.
- c. On or before 31 December 2020, for the Tuberculosis program, the Ministry of Health of the Republic of Angola shall provide evidence of increasing funding using domestic resources to ensure that there are no gaps in essential commodities, First-line TB and Second-line TB medications and other essential health commodities.

6.5. 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.

6.6. With respect to Section 7.6 (Right of Access) of the Global Fund Grant Regulations (2014), 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) the 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 Angola to ensure that such information may be transferred to the Global Fund for such purpose upon request.

6.7. 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 "Identity 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.

6.8. No later than 30 July 2019, the Grantee shall ensure that the Principal Recipient submits evidence satisfactory to the Global Fund establishing that the recruitment of vacant positions in the Technical Support Unit has been completed.

6.9 The parties acknowledge that the Global Fund has retained the services of a regional external auditor (the "Auditor") to conduct annual independent audits of the Program, funded with Grant Funds, in accordance with Article 7 of the Global Fund Grant Regulations (2014). The Principal Recipient on behalf of the Grantee hereby agrees: 1. to the use of Grant Funds, disbursed directly by the Global Fund to the Auditor, for the annual independent audit of the Program; 2. to the Terms of Reference of the Auditor; and 3. without limiting Section 7.5 of the Global Fund Grant Regulations (2014), to fully cooperate and work with the Auditor, including by providing all the requested documents and information to the Auditor and/or the Global Fund.

6.10 The Principal Recipient on behalf of the Grantee acknowledges and confirms that the arrangements for storage and distribution under the Grant Agreement will continue to be outsourced to a private sector service provider acceptable to the Global Fund.

6.11 Transition Between Grants:

6.11.1. 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 Principal Recipient 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.

6.11.2. 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.

6.11.3. For the avoidance of doubt, except as explicitly set forth herein, nothing in the instant Grant Agreement shall impact the obligations of the Grantee and/or Principal Recipient under any previous Grant Agreement(s) (including, but not limited to, those concerning financial and other reporting).

[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

Ministry of Health of the Republic of Angola
on behalf of the Republic of Angola

By: _____

By: _____

Name: Mark Edington
Title: Head, Grant Management Division

Name: Dr. Silvia Lutucuta
Title: Minister of Health

Date:

Date:

Acknowledged by

By: _____

Name: Mrs. Ruth Madalena Mixinge
Title: Chair of the Country Coordinating Mechanism for Republic of Angola

Date:

By: _____

Name: Mr. Antonio Coelho
Title: Civil Society Representative of the Country Coordinating Mechanism for Republic of Angola

Date:

Integrated Grant Description

Country:	Republic of Angola
Program Title:	Strengthening the national response for the control of Tuberculosis and supporting the strengthening of the health system in Angola
Grant Name:	AGO-T-MOH
GA Number:	1782
Disease Component:	Tuberculosis
Principal Recipient:	Ministry of Health of the Republic of Angola

A. PROGRAM DESCRIPTION

1. Background and Rationale for the Program

This grant includes funding for strengthening the national response to Tuberculosis control and health system strengthening during the period from 1 January 2019 to 31 December 2021.

1.2 Tuberculosis

TB incidence rates are high (359/100,000) in 2017. Angola belongs to the 30 high burden countries globally. The treatment coverage is 51 percent, the treatment success rate went up from 34 percent in 2014 (WHO) to 66,4% percent in 2017 (Global Fund funding request). There is a high rate of patients lost to follow up (22 percent) according to WHO estimations MDR-TB prevalence is estimated at 2.5% in new cases and 14% in previously treated cases. Total MDR-TB cases were estimated at 2000 in 2017 by WHO. In the seven major affected provinces child TB is enormous burden (up to 31% of all TB cases). Prolonged national stock-outs for first line TB drugs and adherence to a traditional sanatorio based and medicalized TB strategy, with only few treatment centers in the provinces have contributed to the upsurge in the TB epidemic.

11% of TB patients are estimated to be co-infected with HIV. 39% of HIV positive TB patients are on ART treatment and 13% of HIV patients in whom active TB has been excluded are enrolled on IPT (WHO report 2018). The data collection on facility level is limited, the data system up to national level is not functioning; therefore reporting is incomplete and inaccurate. Registers are not used widely, which limits the successful rollout of DHIS2 that has already started in some provinces.

Angola recently developed a new TB strategy (PEN-TB 2018-2022) in line with international normative guidance. It includes new technologies for the diagnosis of multidrug and extensively drug resistant TB (M/XDR TB), new drugs and the programmatic management of drug resistant TB (PMDT). This will lead to programmatic changes with more proactive approaches and more ambitious targets. The new PEN-TB is in line with international normative guidance, global strategies and aligns targets to the End TB strategy. The weak national TB program depends on continuous technical assistance to embrace fully a change to up-to-date strategies and programmatic approaches. A weak health system contributes to the challenges in program performance in an environment with poor infrastructure, weak health information systems and commodity procurement and supply chain and human resources.

In light of resource constraints and the increased epidemics, this grant program focuses its interventions in seven high burden provinces. This way the country expects to maximize impact against the diseases and achieve better value for the money invested. An overall planned services integration is expected to contribute to resilient and sustainable systems in health. In September 2018, the Ministry of Health expanded TB services to all health units that are part of the National Health System, indicated

that the National Institute for Health Research (INIS) is responsible for overseeing the well-functioning of the TB laboratory network, that the Provincial and Municipal Directorates are responsible for the training of health personnel on TB services, and indicated that the National Health Public Directorate is responsible for the planning of needs for the procurement of TB commodities. In addition, as part of this grant co-financing commitments, the Ministry of Health has committed to the procurement of all needs for First line TB drugs and complementing the gaps in Second line TB drugs.

The grant is aligned to the TB National Strategic Plan and to the End TB strategy as well as the recent measures implemented by the Ministry of Health to strengthen the national response to TB. It seeks to address identified performance gaps, and it has ambitious targets for case finding (including among children) and improved treatment outcomes as well as implementation of a C-DOTS project in key provinces. The proposed TB, TB/HIV and MDR-TB interventions are based on international evidence-based recommendations and guidelines.

2. Goal:

Reduce TB incidence by 20% and TB mortality by 35% by 2021 compared to 2015 level.

3. Strategies:

- To detect 70% (2019) 75% (2020) and 80% (2021) of the estimated new cases of smear positive TB and achieve a treatment success rate of 75% (2019), 77 (2020) and 79% (2021) of all forms smear positive TB cases by 2021.
- To increase the detection rate of MDR TB and treat 65% (2019) 70% (2020) and 75% (2021) of diagnosed MDR TB.
- To expand TB/HIV collaborative activities by ensuring that 65% (2019), 70% (2020) and 71% (2021) of notified TB patients are tested for HIV and 100% who test HIV positive are put on ART promptly and managed.
- To strengthen management of a decentralised national TB/HIV response and institutionalize an efficient and integrated M&E system that ensures all indicators listed are tracked and reported timely.

4. Planned Activities:

1. TB Care and Prevention

Case finding and treatment interventions under this grant will focus on 7 high burden provinces.

2. Multi-Drug Resistant TB (Case detection, diagnosis and treatment)

The activity will focus on improving diagnosis of MDR/RR TB cases, increasing case notification ensuring enrolment of diagnosed cases on second-line treatment.

3. TB/HIV (TB patients with known HIV status and HIV positive TB patient initiated on ART and PLHIV screened for TB).

Performance of TB/HIV co-infection activities is still insufficient hence this module is supposed to strengthen collaboration between TB/HIV programmes as well as the integration of TB/HIV service delivery, with a view to increasing programme performance and the efficient use of Global Fund investments.

4.RSSH: Health management information systems and M&E

Supporting HMIS with training activities to improved reporting and installation of solar panels.

5. Target Group/Beneficiaries:

- General population
- Children under 5 years of age
- Key and Vulnerable Populations (Miners, Prisoners, Nomadic Population and Refugees)
- Rural communities