



PROGRAM GRANT AGREEMENT

1. Country: Republic of South Sudan	
2. Principal Recipient Name and Address:  United Nations Development Programme UNDP Compound, Juba, P.O. Box 410 Republic of South Sudan	
3. Program Title: Expanding and enhancing quality TB prevention, care and control services in South Sudan	
4. Grant Name: SSD-T-UNDP	4A. GA Number: 715
5. Implementation Period Dates: 01 July 2015 to 31 December 2017	
6. Grant Funds (Current Implementation Period only): Up to the amount of US\$15,512,452.00 (Fifteen Million Five Hundred Twelve Thousand Four Hundred and Fifty-Two US Dollars).  Grant Funds as indicated above will be committed by the Global Fund to the Principal Recipient in staggered terms as described in Annex A of this Agreement.	
7. Component/Disease: Tuberculosis	
8. The fiscal year of the Principal Recipient is: 01 January to 31 December	
9. Local Fund Agent:  KPMG Kenya ABC Towers, 8th Floor, ABC Place, Waiyeki Way, Nairobi, Kenya Tel: +254 20 280 6000 Fax: +254 20 215 695 Attention: Ms. Anis Pringle E-mail: apringle@kpmg.co.ke	
10. Name/Address for Notices to Principal Recipient:  Mr. Balázs Horváth Country Director UNDP South Sudan  UNDP Compound, Juba, P.O. Box 410 Republic of South Sudan Tel.: +211 954 354 830 Fax: E-mail: balazs.horvath@undp.org	11. Name/Address for Notices to Global Fund:  Mr. Joseph Serutoke Regional Manager, MENA Team  The Global Fund To Fight AIDS, Tuberculosis and Malaria Chemin de Blandonnet 8 1214 Vernier Geneva, Switzerland Tel.: +41 58 791 1700 Fax: +41 58 791 1701
<b>This Agreement consists of this face sheet and the following:</b> Recitals (if applicable) Standard Terms and Conditions Annex A – Program Implementation Description and the attachments thereto (including the Performance Framework and Summary Budget)	

12. Signed for the Principal Recipient by its Authorized Representative

Date: 26/6/2015  
Name: Mr. Balázs Horváth  
Country Director UNDP South Sudan

Signature: 

13. Signed for the Global Fund by its Authorized Representative

Date:  
Name: Mr. Mark Eldon-Edington  
Head, Grant Management Division

Signature:

14. Acknowledged by the **Chair / Vice Chair** of the Country Coordinating Mechanism

Date:  
Name: Dr. Kediende Mapuor Akech Chong

Signature:



26/6/2015

15. Acknowledged by **Civil Society Representative** of the Country Coordinating Mechanism

Date: 26/6/2015  
Name: Ms. Mary Natyang Lokiru Felice

Signature:





## ANNEX A to the GRANT AGREEMENT

### Program Implementation Abstract

<b>Country:</b>	<b>Republic of South Sudan</b>
<b>Program Title:</b>	<b>Expanding and enhancing quality TB prevention, care and control services in South Sudan</b>
<b>Grant Number:</b>	<b>SSD-T-UNDP</b>
<b>Disease:</b>	<b>Tuberculosis (TB)</b>
<b>Principal Recipient:</b>	<b>United Nations Development Programme (UNDP)</b>

#### **A. PROGRAM DESCRIPTION**

##### **1. Background and Summary:**

South Sudan is emerging from two long-standing civil conflicts which have resulted in massive loss of life, displacement and destruction of the limited existing infrastructure and social fabric. Peace talks finally resulted in a Comprehensive Peace Agreement (CPA), signed in January 2005. Independence from Sudan was attained on 9 July 2011. Since independence, the country has struggled with good governance and nation building. Economic conditions have deteriorated since 2012 following the shut-down of oil production and the introduction of austerity measures. The political and security situation remains extremely fragile, especially in the three states of Unity, Jonglei and Upper Nile which are still experiencing outbreaks of violence and are under anti-government control. A significant proportion of the general population of South Sudan has almost no access to health services, including to TB care and control services. It is estimated that 44% of the population is living within a 5 kilometer radius from a functional health facility. Within the existing health facilities' network, 80% of all care services are provided by non-governmental organizations (NGO).

Tuberculosis (TB) is a major public health problem in South Sudan. TB control in South Sudan is organized in the framework of a national program which includes not only the control of TB but also that of Leprosy and Buruli Ulcer. TB services are only provided in 87 out of 1,147 health facilities (7.6%). No TB services, including TB treatment, are provided in the 792 primary health care units (PHCU). Among the 79 counties, 35% do not have any health facility which provides TB services. These counties with no TB services account for 26% of the population of South Sudan.

According to WHO estimates for the year 2012, the prevalence of TB was 257 per 100,000 population, 16,000 people were newly affected with TB, indicating an incidence of 146 new TB cases per 100,000 population and 3,200 persons died of TB which resulted in a mortality rate of 30 deaths from TB per 100,000 population. TB notification has increased from 2,955 in 2008 to 8,408 in 2012. Among the total number of smear-positive pulmonary TB patients notified in South Sudan in 2012, two thirds were identified in 4 states, namely: Central Equator State, Upper Nile State, Northern Bahr El Ghazal State and Warrap State. The

overall incidence of the notified smear-positive pulmonary TB in the four states with the two-thirds of TB burden was 41.6 per 100,000 population

According to the WHO, the burden of multidrug-resistant TB (MDR-TB) among notified pulmonary TB was 250 MDR-TB cases in 2012. WHO estimates that the prevalence of MDR-TB among new TB cases and retreatment TB cases is 1.8% and 19% respectively.

The occurrence of TB among PLHIV is still unknown in South Sudan. Consistent data from the NTP suggests that the prevalence of HIV infection in patients with TB is approximately 15%. Also, the cohort analysis of TB/HIV who are treated for TB within the existing NTP network indicates that death rate was 11% in 2012.

The Global Fund started financing the Tuberculosis program in South Sudan in 2004 with a Round 2 grant. This grant builds on the achievements of Round 2 and Round 7 TB grants, and the Round 5 TB/HIV grant. The grant will focus on TB care and prevention, TB/HIV collaborative interventions and initiation of MDR-TB activities.

2. **Goal:** To contribute towards reduction of TB prevalence from 257/100,000 (WHO estimate 2012) to 180/100,000 (30%) by 2030.

3. **Target Group/Beneficiaries:**

- TB patients and their families
- General population
- TB patients among PLHIV
- Health sector overall (through improved coordination, human resources and information systems)

4. **Strategies:**

- Expand access to quality assured TB diagnostic services
- Intensify TB case finding in hospitals and private clinics
- Intensify TB case finding among high risk and hard to reach populations
- Address childhood TB in public and private hospitals
- Scale up community TB care
- Reduce stigma in the general population and among health care workers
- Strengthen drug-resistant TB diagnostic capacity
- Establish treatment of drug-resistant TB patients
- Strengthen human resources' capacity for TB program management at all levels

5. **Planned Activities:**

- Provide TB treatment for all forms of TB according to national guidelines
- Provide patients support for adherence to TB treatment
- To enroll on second line TB drug treatment 20 MDR-TB patients in 2015, 40 in 2016 and 75 in 2017, and to successfully treat 70% of them.
- Improve TB case detection, diagnosis and treatment



- Prevention and control of MDR-TB
- Increase community TB care
- Strengthen TB-HIV co-infection services
- Strengthen national TB management capacity
- Strengthen collaboration of TB and HIV programs
- Intensified case finding among PLHIV
- Infection control measures in 200 health facilities

**6. Term of the Grant:**

For purposes of this Agreement, the following terms shall be defined as follows:

- a. Program Starting Date: 1 July 2015
- b. Program Ending Date: 31 December 2017
- c. Proposal Completion Date: 31 December 2017

**B. CONDITIONS PRECEDENT TO DISBURSEMENT**

N/A

**C. SPECIAL TERMS AND CONDITIONS FOR THIS AGREEMENT**

**1. Limited Liability Provision:**

The parties acknowledge that as of the date of signature of this Agreement by both parties (the "Signature Date"), the situation in South Sudan has been characterized by civil unrest, armed conflicts, high safety and security threats, and political instability (collectively, the "Force Majeure Conditions"). Under the circumstances, the parties acknowledge and agree that:

(a) In consultation with the Global Fund, the Principal Recipient may suspend or terminate the activities under this Agreement at any time if the Force Majeure Conditions so require;

(b) The budget and performance framework (including the frequency and contents of reporting) will be reviewed by the parties as needed, with a view to evaluating and accounting for any change in the Force Majeure Conditions in the country and its impact on the performance of the Grant, and, should the changes in the Force Majeure Conditions warrant a reprogramming of the Program, the Principal Recipient shall, at the request of the Global Fund, deliver to the Global Fund a revised budget and performance framework in form and substance satisfactory to the Global Fund; and

(c) Notwithstanding Articles 8 and 10 of this Agreement, and except in the case of gross negligence or wilful misconduct of the Principal Recipient, the Principal Recipient shall not be liable for the loss or damage to any assets financed under this Agreement (including Health Products), as well as for the loss of any Grant funds (the "Relevant Assets and Funds") caused by the Force Majeure Conditions, provided that the Principal Recipient (i) has fully complied with the other terms and conditions of this Agreement and has exercised due care and diligence and (ii) has exercised all reasonable efforts to mitigate the risk of loss



of the Relevant Assets and Funds. Nevertheless, the Principal Recipient shall use its best efforts to seek and obtain recovery of any potential losses to the Relevant Assets and Funds.

The parties agree that the aforementioned provision shall automatically terminate after the earlier of (i) one (1) year from the Signature Date and (ii) the determination by the parties that the Force Majeure Conditions no longer exist, unless the period in clause (i) is extended by written agreement of the parties.

The parties also acknowledge that the agreement by the Global Fund to the aforementioned provision does not commit the Global Fund to limit the liability of the Principal Recipient (i) if a loss of any Relevant Assets and Funds is not caused by the Force Majeure Conditions or (ii) under any programs implemented by the Principal Recipient in any other jurisdiction.

#### **D. FORMS APPLICABLE TO THIS AGREEMENT**

For purposes of Article 13b(1) of the Standard Terms and Conditions of this Agreement entitled "Quarterly Reports," the Principal Recipient shall use the "On-going Progress Update and Disbursement Request", available from the Global Fund upon request.

#### **E. ANTICIPATED DISBURSEMENT SCHEDULE**

For the purposes of Article 6a. of the Standard Terms and Conditions of this Agreement, the anticipated schedule of cash transfers, as well as the schedule of commitment and disbursement decisions, is indicated in the Summary Budget attached to this Annex A.

#### **F. PROGRAM BUDGET**

The Summary Budget(s) attached to this Annex A set forth anticipated expenditures for the Program term.

#### **G. PERFORMANCE FRAMEWORK**

The Performance Framework attached to this Annex A sets forth the main objectives of the Program, key indicators, intended results, targets and reporting periods of the Program.

#### **H. GLOBAL FUND STAGGERED FUNDING COMMITMENT POLICY**

At the time of each commitment decision by the Global Fund, the Global Fund shall set aside ("commit") funds up to the amount of the commitment decision amount, subject to the terms and conditions of this Agreement. Grant funds shall be committed in a manner consistent with the Global Fund's discretion and authority as described in Article 6 of the Standard Terms and Conditions of this Agreement, taking into account, among other things, the availability of Global Fund funding and the reasonable cash flow needs of the Principal Recipient. If a commitment of Grant funds is made, such commitment decision will be communicated to the Principal Recipient through a written notice from the Global Fund. The Principal Recipient further acknowledges and understands that the Global Fund may decommit Grant funds, in its sole discretion, after the Program Ending Date.