

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 and Child Care of the Republic of Zimbabwe** (the "Principal Recipient") on behalf of the Republic of Zimbabwe (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 17 November 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), 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 Zimbabwe
3.2	Disease Component:	Tuberculosis
3.3	Program Title:	Gearing up to End TB in Zimbabwe
3.4	Grant Name:	ZWE-T-MOHCC
3.5	GA Number:	1902
3.6	Grant Funds:	Up to the amount of USD 26,203,068 or its equivalent in other currencies
3.7	Implementation Period:	From 1 January 2021 to 31 December 2023 (inclusive)
3.8	Principal Recipient:	The Ministry of Health and Child Care of the Republic of Zimbabwe Ministry of Health & Child Care Causeway Kaguvu Building, 5th Floor Cnr 4th / Central Avenue

		<p>PO Box CY 1122 Harare Republic of Zimbabwe</p> <p>Attention: Dr. Jasper Chimedza Permanent Secretary, CCM Chair</p> <p>Telephone: +263242798620 Email: chimedzaj@gmail.com</p>
3.9	Fiscal Year:	1 January to 31 December
3.10	Local Fund Agent:	<p>PricewaterhouseCoopers Advisory Services (Private) Limited Arundel Office Park, Building 4, Norfolk Road, Mount Pleasant Harare Republic of Zimbabwe</p> <p>Attention: Esther Antonio Partner</p> <p>Telephone: +41 587929100 Email: antonio.esther@zw.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: Linden Morrison Department Head Grant Management Division</p> <p>Telephone: +41587911700 Facsimile: +41445806820 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 (2019, as amended from time to time), (2) the Health Products Guide (2018, 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 Personal Data

(1) Principles. The Principal Recipient, on behalf of the Grantee, acknowledges that Program Activities are expected to respect the following principles and rights ("Data Protection Principles"):

(a) Information that could be used to identify a natural person ("Personal Data") will be: (i) processed lawfully, fairly and transparently; (ii) collected for specified, explicit and legitimate purposes and not further processed in a manner not compatible with those purposes; (iii) adequate, relevant and limited to what is necessary for the purposes for which they are processed; (iv) accurate and, where necessary, kept up to date; (v) kept in a form which permits identification of the individuals for no longer than is necessary for the purposes for which the Personal Data is processed; and (vi) processed in a manner that ensures appropriate security of the Personal Data; and

(b) Natural persons are afforded, where relevant, the right to information about Personal Data that is processed; the right to access and rectify or erase Personal Data; the right to data portability; the right to confidentiality of electronic communications; and the right to object to processing.

(2) Limitations. Where collection and processing of Personal Data is required in order to implement Program Activities, whether by the Principal Recipient, a Sub-recipient, or Supplier, the Principal Recipient should respect the Data Protection Principles:

(a) to the extent that doing so does not violate or conflict with applicable law and/or policy; and

(b) subject to the Principal Recipient balancing the Data Protection Principles with other fundamental rights in accordance with the principle of proportionality, taking into account the risks to the rights and freedoms of natural persons.

6.2 With respect to Section 7.6 (Right of Access) of the Global Fund Grant Regulations (2014), (1) the Global Fund may collect or seek to collect data, and it is possible that such data may contain Personal Data, and (2), prior to collection and at all times thereafter, the Principal Recipient shall take all necessary actions to ensure that the transfer of such information to the Global Fund does not violate any applicable law or regulation.

6.3 The Program budget may be funded in part by Grant Funds disbursed 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. hereof. Accordingly, the Global Fund may reduce the amount of Grant Funds set forth in Section 3.6. hereof by the amount of any Previously Disbursed Grant Funds. Previously Disbursed Grant Funds shall be governed by the terms of this Grant Agreement.

6.4 The regional Green Light Committee (the "GLC") shall provide technical and advisory support, including capacity building, to the Principal Recipient with respect to monitoring and scaling-up of DR-TB-related in-country services, and the Principal Recipient shall cooperate fully with the GLC to allow the GLC to perform its services. Up to a maximum of USD 50,000 in Grant Funds annually may be used by the Global Fund to pay for GLC services and the Global Fund may disburse such Grant Funds directly to the GLC.

6.5 The Program budget includes USD 2,000,000 ("Matching Funds") programmed towards activities to support TB preventive treatment (TPT) for People Living with HIV (PLHIV) (the "Catalytic Priority"). Notwithstanding anything to the contrary in the Grant Agreement, Matching Funds must remain invested in activities relating to the Catalytic Priority for the duration of the Implementation Period, and may only be reprogrammed for other activities supporting that Catalytic Priority, unless otherwise approved in writing by the Global Fund.

6.6 The procurement of health and non-health products with Grant Funds shall be carried out through the Global Fund's Pooled Procurement Mechanism (PPM), the Global Drug Facility (GDF) or a suitably qualified procurement agent, subject to Global Fund approval in its sole discretion, until the Global Fund has agreed in writing that procurement of these items can be managed by the Grantee or the Principal Recipient using a different process.

6.7 Fund Administrator

(1) The United Nations Development Programme (the "Fund Administrator") is expected to perform certain functions in order to safeguard Grant Funds, including financial management and support with the procurement of health and non-health products to be sourced through the PPM or GDF. Throughout the Implementation Period, the Principal Recipient acting on behalf of the Grantee shall fully cooperate and work with the Fund Administrator and shall provide all the requested documents and information to the Fund Administrator and/or the Global Fund as are considered necessary by the Global Fund in its sole discretion. For the avoidance of doubt, the Principal Recipient acting on behalf of the Grantee shall submit all the document and reports required under Section 6.2 of the Global Fund Grant Regulations (2014) to the Global Fund with the copy to the Fund Administrator.

(2) Expenditures, for which the Fund Administrator's recommendation is required, as notified by the Global Fund to the Principal Recipient acting on behalf of the Grantee, shall be deemed ineligible if the Principal Recipient fails to comply with the notification of the Global Fund or the relevant recommendation from the Fund Administrator and, under such circumstances, the amounts equal to such expenditures shall be promptly refunded to the Global Fund.

(3) The Principal Recipient acknowledges and agrees that the Global Fund reserves the right to classify any expenditure of Grant Funds, regardless of pre-verification or endorsement by the Fund Administrator, as ineligible and in breach of this Agreement, in which case Section 11.1 of the Global Fund Grant Regulations (2014) shall apply and, under such circumstances, the amounts equal to such expenditures shall be promptly refunded to the Global Fund.

6.8 In accordance with the Global Fund Board Decision on additional support for country responses to COVID-19 (GF/B42/EDP11), the Program budget includes USD 431,213 in funding granted under the Global Fund COVID-19 Response Mechanism (“C19RM Funds”) programmed towards activities to respond to the COVID-19 pandemic (“Approved C19RM Activities”). Notwithstanding anything to the contrary in the Grant Agreement, C19RM Funds must remain invested in the Approved C19RM Activities and may only be reprogrammed upon prior written approval by the Global Fund, provided that C19RM Funds are not used after 30 June 2021, unless otherwise expressly agreed in writing by the Global Fund.

6.9 Notwithstanding any amounts provided in the Program budget, no severance payment shall be paid to any staff members from Grant Funds unless and until an adequate legislative basis for such severance payments is provided and approved by the Global Fund in its sole discretion; any severance payments for a particular budget year that are not adequately substantiated and/or paid in the Global Fund's sole discretion prior to end of such calendar year shall be reprogrammed for a subsequent year, subject to approval by the Global Fund in its sole discretion.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Global Fund and the Principal Recipient, acting 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 Health and Child Care of
the Republic of Zimbabwe**
on behalf of the Republic of Zimbabwe

By: M.A. Eldn Edn

Name: Mark Eldon-Edington

Title: Head, Grant Management Division

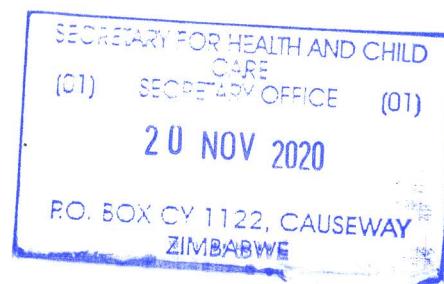
Date: 2/12/2020

By: J. Chimedza

Name: Dr Jasper Chimedza

Title: Permanent Secretary, CCM Chair

Date:



Acknowledged by

By: J. Chimedza

Name: Dr Jasper Chimedza

Title: Chair Country Coordinating Mechanism of Republic of Zimbabwe

Date:

By: W. Chikanya

Name: Walter Chikanya

Title: Civil Society Signatory Country Coordinating Mechanism of Republic of Zimbabwe

Date: 20/11/20

Schedule I **Integrated Grant Description**

A. PROGRAM DESCRIPTION

1. Background and Rationale for the Program

Tuberculosis (TB) remains a major public health threat in Zimbabwe, which is among the 30 high burden countries accounting for 85-89 percent of TB globally. The TB epidemic has primarily been driven by the concurrent HIV epidemic, high levels of socio-economic deprivation, migration and incomplete resolution of care and access needs of high-risk populations. In 2018, the TB incidence was 210 per 100,000 population and TB mortality was estimated at 24 (16-33) and 7.7 (4.8-11) per 100,000 population in HIV infected and non-HIV infected individuals respectively. Despite this high burden, the country has made great strides in the fight against TB, and incidence declined by 13 percent in 2018 from 2015 while mortality rates among TB patients including those coinfected with HIV declined by 40 percent in the same period. Treatment coverage improved from 70 percent in 2015 to 83 percent in 2018. Notably, Zimbabwe is among seven high TB burden countries on track to achieve the 2020 milestones for reduction in both incidence and deaths. However, it should be noted that in the draft WHO Global TB Report (2020), treatment coverage has declined to 72 percent in 2019 due to various systemic challenges including health human resource issues. During the implementation period, it is key to ensure that the impressive achievements seen thus far are protected and sustained, and to support further scale-up of successful interventions.

The activities in this grant are based on the National TB Control Strategy and build on a tailored time-driven activity-based costing analysis to optimize available resources. Key activities in the grant include procurement of diagnostics and treatment, mentorship for integrated TB/HIV care, targeted screening down to district level, retention incentives for DR-TB patients, and support for Community Health Workers.

The TB program will continue to be implemented in Zimbabwe through the Ministry of Health and Child Care, with the United Nations Development Programme acting as Fund Administrator, which is an arrangement established in 2015 that has provided stable operational mechanisms for the implementation of the Global Fund funding.

2. Goals, Objectives and Activities

Goals of the National Tuberculosis Program Strategic Plan (2021 – 2025):

1. By 2025 to have reduced the incidence of all forms of TB by 80% from 242/100'000 in 2015 to 48/100'000
2. By 2025 to have reduced mortality of all forms of TB by 80% from 40/100'000 in 2015 to 8/100'000

Strategic Objectives:

- Objective 1: To increase the treatment coverage of drug sensitive TB from 83% in 2018 to 90% by 2025
- Objective 2: To increase the treatment success rate of patients with drug susceptible TB from 83% in 2017 to 90% by 2025
- Objective 3: To cumulatively detect and treat 2,267 patients with RR/MDR TB between 2021 and 2025
- Objective 4: To increase the treatment success rate of patients with RR/MDR TB from 57% (2016) to 75% by 2025
- Objective 5: To achieve universal HIV testing and ART coverage for TB cases by 2021 and sustain coverage through to 2025

Objective 6: To decrease the proportion households facing catastrophic costs due to TB from 80% in 2019 to 50% by 2025

Activities:

TB care and prevention:

Intensify screening for at-risk populations

Community-based active case finding by using differentiated and targeted strategies for reaching miners, prisoners, and children under 5 years of age

Roll out of TB preventive therapy for household contacts of TB patients, especially children under 5 years of age and adolescents (<15)

Improve sputum transportation network to test more TB Diagnostic commodities

Community-led monitoring of TB services

TB/HIV:

Scale-up one-stop-shop model for TB/HIV care

Scale up of LF-LAM for TB diagnosis at tertiary facilities

Roll-out of short TPT regimens (3HP) for PLHIV

MDR TB:

Roll out of MDR-TB shorter oral regimens to improve MDR-TB treatment outcomes

Strengthen diagnostic network

Quality improvement for DR-TB case management

Prevention among Key Populations

3. Target Group/Beneficiaries

TB and MDR-TB patients

People living with HIV

Children under 5 years

Prisoners

Miners and Ex-Miners

Mobile populations

Elderly

Health Workers and Community Health Workers; and

People living in slum settlements

B. PERFORMANCE FRAMEWORK

Please see attached.

C. SUMMARY BUDGET

Please see attached.