

## 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 **Initiative Privée et Communautaire pour la Santé et la Riposte au VIH/SIDA au Burkina Faso (IPC/BF)** (the "Principal Recipient" or 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 24 April 2015, 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:	Burkina Faso
3.2	Disease Component:	HIV/AIDS, Tuberculosis
3.3	Program Title:	Scaling-up of high impact and integrated community interventions in the fight against HIV and TB
3.4	Grant Name:	BFA-C-IPC
3.5	GA Number:	1993
3.6	Grant Funds:	Up to the amount of EUR 8,510,440 or its equivalent in other currencies
3.7	Implementation Period:	From 1 January 2021 to 31 December 2023 (inclusive)
3.8	Principal Recipient:	Initiative Privée et Communautaire pour la Santé et la Riposte au VIH/SIDA au Burkina Faso (IPC/BF) Ronde, N431 de l'avenue 4.73 - lot 01 parcelle 07

		Rue Jacqueline KI-ZERBO BP 10 220 Ouagadougou 06 Burkina Faso Attention: Mr. Adama Ouédraogo Executive Director  Telephone: 0022625331370 Email: <a href="mailto:adamaouedraogo68@yahoo.fr">adamaouedraogo68@yahoo.fr</a>
3.9	Fiscal Year:	1 January to 31 December
3.10	Local Fund Agent:	Swiss Tropical and Public Health Institute Socinstrasse 57 P.O. Box - 4002 CH-4051 Basel Swiss Confederation Attention: Odile Pham-Tan  Telephone: +41 612848264 Email: <a href="mailto:odile.phamtan@swisstph.ch">odile.phamtan@swisstph.ch</a>
3.11	Global Fund contact:	The Global Fund to Fight AIDS, Tuberculosis and Malaria Global Health Campus, Chemin du Pommier 40 1218 Grand-Saconnex, Geneva, Switzerland Attention: Maria Kirova Department Head Grant Management Division  Telephone: +41587911700 Facsimile: +41445806820 Email: <a href="mailto:maria.kirova@theglobalfund.org">maria.kirova@theglobalfund.org</a>

4. **Policies.** The Grantee shall 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, from time to time.

5. **Covenants.** The Global Fund and the Grantee further agree that:

5.1 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.



## 5.2 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.

5.3 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.

5.4 In accordance with the Global Fund Sustainability, Transition and Co-financing Policy (GF/B35/04) (the "STC Policy"), the Grantee acknowledges and agrees that:

(1) the Host Country should progressively increase government expenditure on health to meet national universal health coverage goals; and increase domestic funding of Global Fund-supported programs, with a focus on progressively absorbing the costs of key Program components as identified in consultation with the Global Fund. The Principal Recipient acknowledges that the Global Fund may reduce Grant Funds during the current or any subsequent Implementation Period in the event the Host Country fails to meet these requirements;

(2) the commitment and disbursement of EUR 1,276,565.94 (the "Co-Financing Incentive") is subject to the Global Fund's satisfaction with the Host Country's compliance with the requirements to access the 'co-financing incentive' as set forth in the STC Policy (the "Co-Financing Incentive Requirements"). The Global Fund may reduce all or part of the Co-Financing Incentive during the current or any subsequent Implementation Period, in the event that the Host Country fails to comply with the Co-Financing Incentive Requirements; and

(3) in order to meet the Co-Financing Incentive Requirements, the Host Country shall no later than 31 March of each calendar year of the Implementation Period, submit to the Global Fund, in form and substance satisfactory to the Global Fund, information on funding received by the Principal Recipient and the Sub-recipients from the Government of Burkina Faso and other donors for the previous year as well as the planned contribution for the on-going year.

5.5 The procurement of Health Products shall be carried out through the Pooled Procurement Mechanism ("PPM") of the Global Fund, unless the Global Fund directs the Principal Recipient otherwise in writing. The Principal Recipient has all the necessary power and authority to execute, deliver and carry out its obligations under the wambo.org - PPM registration letter in the form approved by the Global Fund.

#### 5.6 Fiscal Agent:

(1) Grant Funds may be used to pay for services performed by a fiscal agent retained by the Global Fund (the "Fiscal Agent") and the Global Fund may disburse such Grant Funds directly to the Fiscal Agent;

(2) The Principal Recipient consents to the terms of reference of the Fiscal Agent and agrees that such terms of reference may be amended from time to time at the Global Fund's discretion;

(3) The Principal Recipient shall take all necessary actions under applicable laws, regulations, rules and procedures to grant to the Fiscal Agent co-signature authority to all bank accounts of the Principal Recipient in which Grant Funds are held ("Program Accounts") and give full effect thereto, and shall provide evidence thereof to the Global Fund upon request. The Principal Recipient shall not change any Program Account without the Global Fund's prior written approval, which shall be subject, among others, to receipt by the Global Fund of evidence of co-signature authority pursuant to the immediately preceding sentence;

(4) The Principal Recipient shall cooperate fully with the Fiscal Agent to allow the Fiscal Agent to perform its services, including, but not limited to, by (a) providing all information requested by the Fiscal Agent or the Global Fund; (b) taking all necessary actions prior to collection of Personal Data and at all times thereafter to ensure that the processing of Personal Data by the Fiscal Agent does not violate any applicable law or regulation; and (c) implementing any recommendations made by the Fiscal Agent; and

(5) The appointment of the Fiscal Agent shall not, nor shall it be construed to, discharge the Grantee nor the Principal Recipient of their respective obligations under the Grant Agreement, which shall remain in full force and effect. The Fiscal Agent shall not have authority to act as the Global Fund's agent, unless provided otherwise in writing by the Global Fund. Accordingly, the Global Fund reserves the right to classify any expenditure of Grant Funds as non-compliant, notwithstanding its verification or endorsement by the Fiscal Agent.

*[Signature Page Follows.]*



IN WITNESS WHEREOF, the Global Fund and 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**

**Initiative Privée et Communautaire pour la  
Santé et la Riposte au VIH/SIDA au Burkina  
Faso (IPC/BF)**

By: MA. Eldon Edington

By: Amadé Konfé

Name: Mark Eldon-Edington

Name: Amadé Konfé

Title: Head, Grant Management Division

Title: Chair of the Board

Date: Dec 18, 2020

Date: 14/12/20

**Acknowledged by**

By: Pascal Antoine NIAMBA



Name: Pascal Antoine NIAMBA

Title: Chair, Country Coordinating Mechanism of Burkina Faso

Date: 14/12/20

By: Geoffroy SAWADO

Name: Geoffroy SAWADO

Title: Civil Society Representative, Country Coordinating Mechanism of Burkina Faso

Date: 14-12-2020