

Grant Confirmation

1. This document, dated as of the date of last signature below, is issued under, and constitutes a **Grant Confirmation** as referred to in, the Framework Agreement (effective as of 8 January 2016), as amended and supplemented from time to time (the "Framework Agreement") between the **Global Fund to Fight AIDS, Tuberculosis and Malaria** (the "Global Fund") and the **Islamic Republic of Mauritania** (the "Grantee") for the Program described herein.
2. This Grant Confirmation supplements, forms part of, and is subject to the Framework 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)). In the event of any inconsistency between this Grant Confirmation and the Framework Agreement (including the Global Fund Grant Regulations (2014)), the provision of this Grant Confirmation shall govern.
3. The Global Fund and the Grantee hereby confirm the following:

3.1	Host Country or Region:	Islamic Republic of Mauritania
3.2	(Disease) Component:	Malaria
3.3	Program Title:	To contribute to the reduction of malaria mortality and morbidity in the general population for sustainable socio- economic development
3.4	Grant Name:	MRT-M-SENLS
3.5	GA Number:	1084
3.6	Grant Funds:	Up to the amount of US\$15,554,200 (Fifteen Million Five Hundred Fifty-Four Thousand and Two Hundred US Dollars) or its equivalent in other currencies.
3.7	Implementation Period:	From 01 July 2016 to 31 December 2018

3.8	The Principal Recipient Nominated:	<p>Secrétariat Exécutif National de Lutte contre le SIDA BP 5161, ZRC 506, Nouakchott Islamic Republic of Mauritania</p> <p>Attention: Prof. Abdallahi Ould SIDI ALY Executive Secretary</p> <p>Telephone: +222-45 24 12 71 +222-45 25 93 62</p> <p>Facsimile: +222-45 24 12 24</p> <p>Email: sidialy@senlsmr.org</p>
3.9	Fiscal Year of the Principal Recipient:	01 January to 31 December
3.10	LFA:	<p>PricewaterhouseCoopers 23rd Floor Alpha 200 rue Gourgas, 01BP, 1361 Abidjan 01 Cote d'Ivoire</p> <p>Attention: Mr. Issiaka Ouattara</p> <p>Telephone: + 225 20 31 54 24</p> <p>Facsimile: + 225 20 31 54 37</p> <p>Email: issiaka.ouattara@ci.pwc.com</p>
3.11	Global Fund (Notices information for this Grant Confirmation):	<p>The Global Fund to Fight AIDS, Tuberculosis and Malaria Chemin de Blandonnet 8, 1214 Vernier, Geneva Switzerland</p> <p>Attention: Mr. Joseph Serutoke Regional Manager, MENA Team Grant Management Division</p> <p>Telephone: +41 58 791 1700</p> <p>Facsimile: +41 58 791 1701</p> <p>Email: joseph.serutoke@theglobalfund.org</p>

4. The details of the Program, the Program Activities and related implementation arrangements are set forth in Schedule I (Integrated Grant Description). The Grantee acting through the Principal Recipient shall implement the Program in accordance with the detailed Program budget agreed with the Global Fund and adhere to the provisions of the "Global Fund Guidelines for Grant Budgeting and Annual Financial Reporting" (2014, as amended from time to time), available at the Global Fund's Internet site, throughout the Implementation Period.

5. The Global Fund and the Grantee acting through the Principal Recipient further agree the following:
Counterpart Financing

5.1 In accordance with the Global Fund Board Decision Point GF/B28/DP4, the commitment and disbursement by the Global Fund of 15% of the Grantee's aggregate allocation of

US\$31,999,000 for the 2014-2016 allocation period, which is equal to US\$4,799,850, is subject to the Global Fund's satisfaction with the Grantee's compliance with the Global Fund's policies relating to counterpart financing.

Procurement

- 5.2 The procurement of Health Products with Grant Funds shall be carried out through the "Pooled Procurement Mechanism" of the Global Fund until the Global Fund has agreed in writing that such procurement can be managed by the Grantee acting through the Principal Recipient using a different process.

Studies and Surveys

- 5.3 Prior to the use of Grant Funds by the Principal Recipient to finance program reviews, studies and surveys, for each program review, study or survey the Grantee, acting through the Principal Recipient, shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed plan and budget with respect to such program review, study or survey, as applicable, that are proposed to be conducted under the Program (the "Detailed Plan and Budget"), and the Global Fund shall approve the Detailed Plan and Budget in writing.

Sentinel Sites

- 5.4 Prior to the use of Grant Funds by the Principal Recipient to finance sentinel sites activities, the Grantee, acting through the Principal Recipient, shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed plan and budget with respect to such sentinel sites activities that are proposed to be conducted under the Program (the "Detailed Plan and Budget") and the Global Fund shall approve the Detailed Plan and Budget in writing.

iCCM

- 5.5 The Grantee, acting through the Principal Recipient, shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, (1) an operational plan no later than 30 September 2016, and (2) relevant financial and programmatic reports, in such form and frequency as required by the terms of the Grant Agreement, each that present the integrated community case management (iCCM) activities funded not only by the Global Fund but also by UNICEF and the government of the Islamic Republic of Mauritania.

Micro-Plan for LLIN Mass Distribution Campaign

- 5.6 No later than 31 August 2016, the Grantee, acting through the Principal Recipient, shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed plan (including timeline), budget and funding plan by all parties with respect to such LLIN mass distribution campaign proposed to be conducted under the Program (the "Detailed Plan and Budget") and the Global Fund shall approve the Detailed Plan and Budget in writing.

DHIS2

- 5.7 Prior to the use of Grant Funds by the Principal Recipient to finance DHIS2 activities, the Grantee, acting through the Principal Recipient, shall deliver to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed plan (including timeline), budget and funding plan by all parties with respect to such DHIS2 activities that are proposed to be conducted under the Program (the "Detailed Plan and Budget") and the Global Fund shall approve the Detailed Plan and Budget in writing.

National M&E Plan

- 5.8 No later than 30 September 2016, the Principal Recipient shall submit a revised national monitoring and evaluation plan, in form and substance satisfactory to the Global Fund, which is aligned to the approved Performance Framework.

Finance

- 5.9 Prior to the use of Grant Funds by the Principal Recipient to finance (1) any "Health Systems Strengthening-PSM" Program Activities (including the construction of a CAMEC warehouse), (2) the rehabilitation of National Malaria Programme offices, (3) the procurement of vehicles, (4) incentives and (5) Sub-recipients operational costs, each as described in the detailed Program budget agreed with the Global Fund, the Grantee, acting through the Principal Recipient, shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, a detailed needs assessment and budget with corresponding cost hypothesis and any other supporting documents, which shall include, but not be limited to, a list of personnel to receive incentives and salary payslips, bill of quantities, proforma invoices and quotations, and, when applicable, the form set forth in Appendix 3D of the "Global Fund Guidelines for Grant Budgeting and Annual Financial Reporting" (2014, as amended from time to time).

Fiduciary Agent

- 5.10 The Global Fund has retained the services of a Fiduciary Agent (the "Agent") to perform certain functions in order to safeguard Grant Funds. To enable the Agent to perform its functions:
- (1) The Grantee acting through the Principal Recipient 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-signatory 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. Along with the request for approval of the new bank account, the Grantee acting through the Principal Recipient

shall submit to the Global Fund evidence that the Principal Recipient has delegated to the Agent co-signatory authority to such new bank account.

- (2) The Grantee acting through the Principal Recipient shall fully cooperate and work with the Agent and shall provide all the requested documents and information to the Agent and/or the Global Fund, in order to ensure the following, without limitation:
 - (a) All Program transactions are fully justified with invoices and with all the necessary supporting documents (all in original form), and all Program expenditures are in compliance with the detailed Program budget agreed with the Global Fund; and
 - (b) The Principal Recipient operates accurate accounting and financial reporting systems for the Program.
- (3) The Grantee acting through the Principal Recipient shall work with the Agent to ensure that the assets procured with Grant Funds are properly inventoried and maintained, and that proper monitoring and supervision exists at the Sub-recipient level.
- (4) Notwithstanding the above provisions, 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 acting on behalf of the Grantee) of such Grant Funds pursuant to Section 11.1 of the Global Fund Grant Regulations (2014).

6. In addition to the representations set forth in the Framework Agreement (including the Global Fund Grant Regulations (2014)), the Grantee acting through the Principal Recipient hereby makes additional representations as follows:

- 6.1 The Grantee and the Principal Recipient acting on behalf of the Grantee have all the necessary power and/or have been duly authorised by or obtained all necessary consents, actions, approval and authorisations to execute and deliver this Grant Confirmation and to perform all the obligations of the Grantee under this Grant Confirmation. The execution, delivery and performance by the Grantee or the Principal Recipient acting on behalf of the Grantee of this Grant Confirmation do not violate or conflict with any applicable law, any provision of its

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.

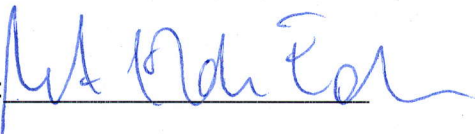
(The signature page follows.)

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IN WITNESS WHEREOF, the Global Fund and the Grantee acting through the Principal Recipient have caused this Grant Confirmation to be executed and delivered by their respective duly authorized representatives as of the date of last signature below.

The Global Fund to Fight AIDS, Tuberculosis and Malaria

Islamic Republic of Mauritania
acting through
Secrétariat Exécutif National de Lutte contre le SIDA (SENLS)

By: 

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

Date: 08 AUG 2016

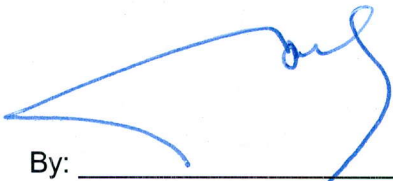
By: 

Name: Prof. Abdallahi Ould SIDI ALY
Title: Executive Secretary

Date: 01 AUG 2016




Acknowledged by


By: _____

Name: Dr. Mohamed Lemine Ould Mohamed El Hadj
Title: Chair of the Country Coordinating Mechanism for the Islamic Republic of Mauritania

Date: 01 AUG 2016


By: _____

Name: Mr. Mohamed Salem Ould Loud
Title: Civil Society Representative of the Country Coordinating Mechanism for the Islamic Republic of Mauritania

Date: 01 AUG 2016