

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:	HIV/AIDS
3.3	Program Title:	To reduce new HIV infection by 70% and ensure at least 80% of the adults leaving with HIV and at least 50 % of the children benefit from HIV services by 2018
3.4	Grant Name:	MRT-H-SENLS
3.5	GA Number:	1083
3.6	Grant Funds:	Up to the amount of US\$9,182,947 (Nine Million One Hundred Eighty-Two Thousand Nine Hundred and Forty-Seven 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 34</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 Parties agree that the grant agreement for grant MRT-506-G03-H dated 9 May 2006 between the Secrétariat Exécutif National de Lutte contre le SIDA and the Global Fund (as amended from time to time, the "Previous Grant Agreement") shall terminate the day prior to the start date of the Implementation Period and unless the Global Fund agrees otherwise::

- 5.1 The Grantee shall cause and ensure that no later than the start date of the Implementation Period, any unspent Grant Funds and any revenue and interest generated or accrued therefrom (including those held by the Sub-recipient(s) and advances made to but not yet committed and liquidated by supplier(s) or service provider(s)) under the Previous Grant Agreement, after taking into consideration the amount of Grant Funds needed to settle relevant outstanding commitments and liabilities under the Previous Grant Agreement, are transferred to either (1) the bank account designated for this Program (the "New Bank Account"), if different from the bank account designated under the Previous Grant Agreement, or (2) other bank account(s) designated by the Global Fund, if so instructed by the Global Fund in writing. In the event that any refund or other income is received or that, after relevant outstanding commitments and liabilities under the Previous Grant Agreement are settled and paid, there is any cash left in the bank account under the Previous Grant Agreement after the start date of the Implementation Period, the Grantee acting through the Principal Recipient immediately (x) arranges for these funds to be transferred to either the New Bank Account or, if so instructed by the Global Fund in writing, other bank account(s) designated by the Global Fund and (y) notifies the Global Fund thereof upon completion of any such transfer;
- 5.2 The Grantee shall cause and ensure that no later than the start date of the Implementation Period, all non-cash assets remaining under the Previous Grant Agreements are fully accounted for and duly documented in order for them to be included into the Program Assets, managed under the Program and governed by the terms of this Grant Agreement; and
- 5.3 The Grantee shall cause and ensure that all other requirements (including, but not limited to, those concerning financial and other reporting) are duly complied with in order for the Global Fund to financially and administratively close the grant governed by the Previous Grant Agreement according to relevant Global Fund policies.
- 5.4 Notwithstanding the termination of the Previous Grant Agreement on 30 June 2016, the Parties agree that Grant Funds disbursed by the Global Fund under the Previous Grant Agreement may be used to finance agreed activities of Croix Rouge Française for the period between 1 July 2016 and 31 August 2016 only.
6. The Global Fund and the Grantee acting through the Principal Recipient further agree the following:

Counterpart Financing

6.1 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\$ 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

6.2 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

6.3 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.

National M&E Plan

6.4 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

6.5 Prior to the use of Grant Funds by the Principal Recipient to finance (1) any "Prevention for other key populations" Program Activities, (2) nutritional support for people living with HIV enrolled on antiretroviral therapy, (3) technical assistance to improve service delivery; (4) the procurement of polymerase chain reaction (PCR) and related equipment, (5) the procurement of vehicles, (6) incentives and (7) 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, including, 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

6.6 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).

7. 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:

- 7.1 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.

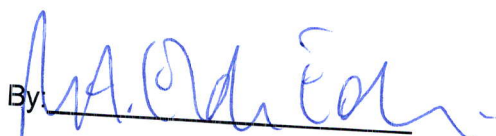
(The signature page follows.)

MD

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

By: 

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

Date: 08 AUG 2016

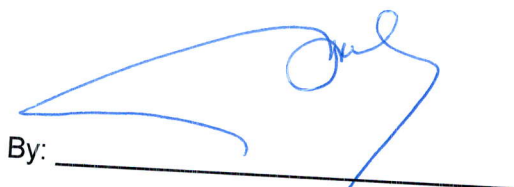
By: 

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

Date: 01 AUG 2016

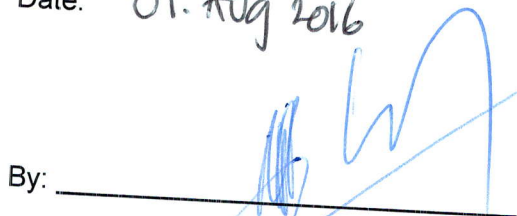


Acknowledged by



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



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