

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 **Ministry of Health of the Republic of Rwanda** (the "Principal Recipient") on behalf of the Republic of Rwanda (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 February 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 Schedules, 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:

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| 3.1 | Host Country or Region: | Republic of Rwanda |
| 3.2 | Disease Component: | Malaria |
| 3.3 | Program Title: | Supporting Rwanda Towards Controlling Malaria |
| 3.4 | Grant Name: | RWA-M-MOH |
| 3.5 | GA Number: | 2054 |
| 3.6 | Grant Funds: | Up to the amount of USD 52,705,270 or its equivalent in other currencies |
| 3.7 | Implementation Period: | From 1 July 2021 to 30 June 2024 (inclusive) |
| 3.8 | Principal Recipient: | Ministry of Health of the Republic of Rwanda Hon. Minister's Office, Ministry of Health PO Box 84 250 Kigali Republic of Rwanda |



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|------|----------------------|---|
| | | Attention: Dr. Daniel Ngamije Hon. Minister of Health (MoH) Telephone: +250788303347 Email: dngamije@gov.rw |
| 3.9 | Fiscal Year: | 1 July to 30 June |
| 3.10 | Local Fund Agent: | Pricewaterhouse Coopers Rwanda Limited P.O.Box 1495 Kigali Republic of Rwanda Attention: Mwangi Karanja Telephone: +250787580449 Email: mwangi.j.karanja@pwc.com |
| 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: Gail Steckley Regional Manager Grant Management Division Telephone: +41587911700 Facsimile: +41445806820 Email: gail.steckley@theglobalfund.org |

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) as modified by Section 6 below, (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. The grant is to be managed under the National Strategy Financing ("NSF") Results Based Financing ("RBF") model of grant management, which affords a number of flexibilities as outlined in the NSF Concept Note of 15 October 2013, and subsequent amendments to the flexibilities afforded by the Global Fund's Executive Grant Management Committee ("EGMC").

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,

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

(1) 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 Grantee fails to meet these requirements; and

(2) comply with the requirements to access the 'co-financing incentive' as set forth in the STC Policy (the "Co-Financing Incentive Requirements"). The commitment and disbursement of USD 7,905,791 (the "Co-Financing Incentive"), is subject to the



Global Fund's satisfaction with the Grantee's compliance with 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 the Grantee fails to comply with the Co-Financing Incentive Requirements.

6.4 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.

6.5 Use of Funds:

Grant Funds shall be accounted for and used solely for the implementation of the Rwanda Malaria Strategic Plan 2020-2024 as reflected in the Operational Plan FY21-24 of the Rwanda Malaria Strategic Plan 2020-2024 set forth in Schedule 2.

For the avoidance of doubt, Grant Funds shall not be used to finance:

- Non-operational research, including clinical research to test or demonstrate the safety and efficacy of new drugs and vaccines;
- Construction works that are not included in the Operational Plan FY21-24 of the Rwanda Malaria Strategic Plan 2020-2024;
- Development of funding requests;
- Performance-based incentives that have not been included in the Operational Plan FY21-24 of the Rwanda Malaria Strategic Plan 2020-2024;
- Indirect costs for the operations of public agencies or international organizations, such as use of facilities, heat and light.

6.6 Bank Account: Grant Funds shall be held in a designated bank account until such funds are transferred to the treasury single account (the "Treasury Single Account") indicated in Schedule 3 (Flow of Funds). Further transfer of Grant Funds from the Treasury Single Account shall follow the mechanism described in Schedule 3.

6.7 Use of Efficiencies: Any and all efficiencies realized on Grant Funds shall be reinvested in expenditures for the Prioritized Above Allocation Request ("PAAR"). Upon exhaustion of the activities in the PAAR, resources may be allocated to other activities from the Rwanda Malaria Strategic Plan 2020-2024. In circumstances where the Global Fund and the Grantee identify a priority activity not included in the PAAR nor the National Strategic Plan; the parties shall consult on updating the PAAR to include such activity, upon which update the activity may be funded.

6.8 Reduction of Grant Funds: In addition to Section 3.2 of the Grant Regulations, the amount of each annual commitment shall be determined by the Global Fund at its sole discretion with reference to the scale (the "Disbursement Scale") set forth in Schedule 4 (Disbursement Scale). Any Grant Funds that have not been disbursed by the Global Fund as a consequence of the application of the Disbursement Scale shall be deducted by the Global Fund from the maximum amount of Grant Funds that the Global Fund agrees to make available under the Grant Agreement.

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6.9 Disbursements: Sub-paragraph (1) of Section 3.3 of the Grant Regulations shall not apply to this Program and the following provision shall apply instead:

Disbursements will be based upon performance against the six Performance Targets indicated in the Performance Framework contained in Schedule 1. Performance against these indicators will be reported in the NSP Annual Report to be submitted to the Global Fund by 31 August of each year.

6.10 Disbursement Requests: Notwithstanding the budget for the Operational Plan FY21-24 of the Rwanda Malaria Strategic Plan 2020-2024 (as indicated in Schedule 2) and the Disbursement Scale (as indicated in Schedule 4), the timing and amount of any Disbursements shall be determined by the Global Fund at its sole discretion. The Global Fund will not make any Disbursement unless:

- the Principal Recipient has submitted to the Global Fund a request for Disbursement, signed by a duly authorized signatory, in form and substance satisfactory to the Global Fund, at a time acceptable to the Global Fund;
- the Global Fund has determined at its sole discretion that funds sufficient to make the Disbursement are available to the Global Fund from its donors for such purpose at the time of the disbursement;
- the Principal Recipient has fulfilled, in form and substance satisfactory to the Global Fund, all conditions for such Disbursement within relevant deadlines;
- the Principal Recipient has provided to the Global Fund all the relevant reports that were required prior to the date of the request for Disbursement;
- the Global Fund, in its sole discretion, has determined that the Principal Recipient has achieved programmatic results consistent with the targets for indicators set forth in Schedule 1.

6.11 Disbursement Methodology: For purposes of the reporting requirement established directly above, each indicator shall be assigned the same weight. The maximum achievement rate for any given indicator shall be capped at 105%. The aggregate achievement rate for the period shall be the result of the addition of the achievement rate of each indicator due to be reported for the period, divided by the number of indicators due to be reported for that period.

Disbursement decisions will be made by the Global Fund using as basis (i) the agreed allocation of Grant Funds for the fiscal year following the reporting period, and (ii) the Disbursement Scale. Grant Funds that may have been advanced through an eventual quarterly buffer shall be deducted from the subsequent Disbursement.

The disbursement amount cannot be more than 100% of the agreed allocation of Grant Funds for the fiscal year following the reporting period.

6.12 Strategic Dialogues: Both parties agree to hold at least one strategic dialogue annually to facilitate strategic engagement on the optimization of programmatic results, and resources. Proposed areas of discussion during each meeting will be agreed upon by the parties.

As a result of these or other reviews, the Grant Agreement may be amended as provided by Section 12.3 of the Global Fund Grant Regulations (2014).

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6.13 Verification of Results: Any Disbursement hereunder shall be subject to the achievement by the Grantee of the results that are reported to and verified by the Global Fund. In the event that the Global Fund identifies major data quality issues concerning the results reported for any indicator during the results verification process, the Global Fund may request or conduct further verifications and analysis. The methodology for such further verification and analysis shall be developed in consultation with the Grantee.

If the aforesaid data quality issues are not resolved to the Global Fund's satisfaction, the Global Fund hereby reserves the right to adjust Disbursements, including by applying the adjusted rate to the relevant indicator, and consequently to the aggregate achievement rate.

To the extent that the Global Fund accepts national data quality audits for data verification purposes:

- one or more indicators from the Global Fund Malaria Performance Framework set forth in Schedule 1, for each disease component, shall be included in such national data quality audits, with the number and nature of indicators to be included determined jointly by the Principal Recipient (acting on behalf of the Grantee) and the Global Fund;
- The Principal Recipient shall share national data quality audit methodology with the Global Fund; and
- observer(s) selected by the Global Fund shall participate in such national data quality audits.

At least once during the Implementation Period, the Global Fund may engage in data verification and quality assurance using internationally recommended methods agreed with the Grantee.

In the event that there is a significant change in programmatic priorities that results in, for example, removal or addition of an intervention, the Principal Recipient and the Global Fund shall discuss the potential implications of this for the indicators contained in the Performance Framework in Schedule 1. Such discussions may take place during the strategic engagement meetings referenced above. In such circumstances, the Global Fund and the Principal Recipient shall discuss and may agree on the addition or removal of NSF Performance Indicators on the Performance Framework, to better reflect the change in program direction.

In the instance(s) where the Grantee is to report results obtained through surveys, it should use (i) any methodology which is recognized by WHO or any other international organization or body, or (ii) any methodology which has been validated by the National Ethical Committee and/or the National Research Committee of the Republic of Rwanda, or (iii) an alternative methodology subject to Global Fund approval. In the latter case, the Grantee shall submit to the Global Fund for approval, no later than ninety (90) days before the planned start date of the survey, the terms of reference and proposed methodology for those surveys.

6.14 Catastrophic Results: In the event that the results reported by the Grantee are deemed, at the sole discretion of the Global Fund, to be catastrophic, the Global Fund may elect to apply the remedies established in Article 10 of the Global Fund Grant Regulations (2014), or may decide to disburse a percentage of the predicted



expenditures for the following programmatic period to cover essential service delivery.

6.15 Co-mingling: With reference to sub-paragraph (1)(d) of Section 3.4 of the Grant Regulations, the Global Fund hereby agrees to the co-mingling of Grant Funds disbursed for the purposes of the Program with other funds.

6.16 Use of Interest: Notwithstanding sub-paragraph (2) of Section 3.4 of the Grant Regulations, any interest accrued on Grant Funds may be used for Program purposes without the prior written approval of the Global Fund.

6.17 Use of Revenue: Notwithstanding sub-paragraph (3) of Section 3.4 of the Grant Regulations, any revenues earned by the Principal Recipient or Sub-recipients from any Program Activities may be used for Program purposes without the prior written approval of the Global Fund.

6.18 Gains or Losses Deriving from Treasury Management: The Grantee bears full responsibility for the management of the risk of losses related to treasury management, including but not restricted to foreign exchange risk.

6.19 Periodic and Ad-Hoc Reports: Sub-paragraph (1) of Section 6.2 the Grant Regulations shall not apply to this Grant Agreement and the following provisions shall apply instead:

6.19.1. The Principal Recipient shall provide to the Global Fund the reports specified below. In addition, the Principal Recipient shall provide to the Global Fund such other information and reports at such times as the Global Fund may request. The Principal Recipient shall provide to the CCM a copy of all reports that the Principal Recipient submits to the Global Fund under the Grant Agreement.

6.19.2. The Grantee shall, on 31 August of each year of implementation, provide to the Global Fund an annual report for the preceding fiscal year demonstrating:

- the progress towards the achievement of key output, outcome and impact indicators (i) reported according to the Rwanda Malaria Strategic Plan 2020-2024 and, (ii) referred to in the Performance Framework included in Schedule 1, providing relevant information on the reported data and the measurement methods, and explaining any variance between planned and actual achievements;
- all annual expenditures for the Rwanda Malaria Strategic Plan 2020-2024, (i) classified by Mid-Term Expenditure Framework cost category, available funding sources (including government as well as donors' contributions) and grouped implementing entities; (ii) analyzed, by cost category, planned and actual expenditures, and eventual annual variances as well as budget reallocations.

In compliance with the Health Products Guide, the Principal Recipient shall provide to the Global Fund, on a bi-annual basis (on 28 February and 31 August) a Price and Quality Report (PQR) for pharmaceutical products.

6.20 Audits: Sections 7.2, 7.3 and 7.4 of the Grant Regulations shall not apply to this Grant Agreement and the following provisions shall apply instead:





The Principal Recipient shall have annual financial audits of Program revenues and expenditures conducted by the Office of the Auditor General of State Finances of the Grantee (the "Auditor"). These financial audits shall cover expenditures in the Rwanda Malaria Strategic Plan 2020-2024 executed by all entities whose funds transit through the Ministry of Finance and Economic Planning of the Grantee.

The Principal Recipient shall submit to the Global Fund the audit plan on 30 September for each preceding fiscal year.

The Principal Recipient shall provide to the Global Fund an audit report for each audit arranged for by the Principal Recipient in accordance with this Section no later than six months after the period under audit. This audit report shall include:

- confirmation that Grant Funds have been spent in accordance with the Operational Plan FY21-24 of the Rwanda Malaria Strategic Plan 2020-2024; and
- confirmation from the Auditor that Grant Funds have been used in accordance with the rules applicable to Grant Funds included in this Grant Confirmation.

[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**

By: _____

Name: Mark Eldon-Edington

Title: Head, Grant Management
Division

Date:

**Ministry of Health of the Republic of
Rwanda**

on behalf of the Republic of Rwanda

By: _____

Name: Daniel Ngamije

Title: Hon. Minister of Health
(MoH)

Date: 12/05/2021



**Ministry of Finance of the Republic of
Rwanda**

on behalf of the Republic of Rwanda

By: _____

Name: Uzziel Ndagijimana

Title: Hon. Minister of Finance and
Economic Planning

Date:



Acknowledged by

By: _____

Name: Zachee Iyakaremye

Title: Chair, Country Coordinating Mechanism of the Republic of Rwanda

Date:

By: _____

Name: Sage Semafara

Title: Civil Society Representative, Country Coordinating Mechanism of the
Republic of Rwanda

Date: 12/05/2021



Integrated Grant Description

Country: Republic of Rwanda
Program Title: Supporting Rwanda Towards Controlling Malaria
Grant Number: RWA-M-MOH
Disease Component: Malaria
Principal Recipient: Ministry of Health of the Republic of Rwanda

A. PROGRAM DESCRIPTION

1. Background and Summary

Rwanda's entire population remains at risk of malaria, though endemicity varies across the country. Malaria remains a public health concern in Rwanda with more than 3 million malaria cases are recorded per year from 2016 to 2019. Transmission patterns have not changed, running all year long with peaks during or after rainy seasons in May-June and November-December. In response, the Government of Rwanda implements key malaria control interventions to reduce malaria-related morbidity and mortality. Malaria control interventions include the mass distribution of long-lasting insecticidal nets (LLINs) in all districts, routine distribution of LLINs to pregnant women and children under one-year, indoor residual spraying (IRS) in 12 districts, diagnosis and treatment of malaria at community and health facility levels. These combined efforts resulted in progressive decrease in malaria cases from 4.8 million in 2017 to 3.5 million in 2019 and a 60% reduction in severe malaria cases and malaria-related deaths in the last three years. Rwanda has made significant progress in reducing malaria incidence from 409/1000 population 2016/17 to 290/1000 population in 2019. Districts where high impact prevention interventions were implemented and sustained reported the highest impact including effective and timely case management.

In response to TRP recommendations during the 2017-19 funding cycle and following successful portfolio optimization, Rwanda was able to scale up IRS from three districts to 12 high burden districts contributing to further reduction in malaria incidence in these districts. For example, Ngoma district following introduction of IRS in April of 2019 recorded an 84% reduction in malaria cases in the period May to December 2019 as compared to same period in 2018.

Like other countries, the gains in malaria control were threatened by the COVID-19 pandemic, the national response to which has included lockdowns and limited movement which in turn have affected access to health services. To mitigate the effect of COVID-19, the Rwanda Ministry of Health through the National Malaria Control Program designed a mitigation plan detailing how malaria control interventions could continue to be implemented safely and effectively while keeping to the COVID-19 prevention measures (physical distancing, sanitizing, and use of masks). These measures ensured that Community Health Workers (CHW) and health care providers at the facilities were able to continue to provide diagnosis and treatment of malaria to those in need in all districts despite the COVID-19 related restrictions.

The grant will continue to be implemented under the National Strategy Financing (NSF) model that has been utilized to manage the Malaria grants for Rwanda since 2015. The model was recommended for Rwanda in view of the country's strong national systems and



track record of leveraging Global Fund and other donor resources to achieve impact through the implementation of its National Strategic Plans (NSPs). The NSF model offers strong incentives for high performance, flexibility in programming and reduces bottlenecks.

2. Goals

The main goal of the Malaria Strategic Plan 2020-24 is to reduce malaria morbidity and mortality by at least 50% of the 2019 levels, by 2024. Consequently, the five specific objectives set to achieve the MSP goal by 2024 are:

- a) **Objective 1:** at least 85% of population at risk will be effectively protected with preventive interventions;
- b) **Objective 2:** all suspected malaria cases are promptly tested and treated in line with the national guidelines;
- c) **Objective 3:** strengthen surveillance and reporting in order to provide complete, timely and accurate information for appropriate decision making at all levels;
- d) **Objective 4:** strengthen coordination, collaboration, procurement & supply management and effective program management at all levels;
- e) **Objective 5:** 85% of the population at risk will have correct and consistent practices and behaviours towards malaria control interventions.

3. Target Group/Beneficiaries

Target groups and beneficiaries include:

- General population – entire population at risk of malaria
- Pregnant women
- Children under five years
- Farmers
- Seasonal workers.

4. Strategies

To achieve the set goals and objectives of the MSP 2020-24, below are the strategies and interventions to be implemented.

- **Vector Control:** maintain universal LLIN coverage; conduct IRS and other vector interventions in targeted districts; build capacity for vector and entomological monitoring; and conduct insecticide resistant management for vector control;
- **Case management:** provide malaria diagnosis to all suspected cases at all levels; ensure prompt and correct treatment of all uncomplicated cases of malaria; strengthen prompt access to treatment for severe malaria; and strengthen quality assurance and control for all malaria consumables and commodities;
- **Surveillance, monitoring and evaluation:** strengthen routine data collection (HMIS and SISCom); transition reporting of severe malaria cases and deaths from monthly to real time; improve private sector reporting, strengthen malaria surveillance monitoring and evaluation; strengthen data analysis and use; and development and implementation of an operational research agenda for malaria;
- **Social and Behaviour Change Communication:** develop malaria advocacy, communication and social mobilization strategy; develop integrated messages for malaria

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prevention and control; continue to advocate high level support towards malaria prevention and control; and mobilize communities to own and participate in malaria prevention and control activities;

· **Program management:** aims at mobilizing financial resources; enhanced coordination between NMP and key stakeholders; strengthen human resources; and advocate for concerted inter-country efforts against malaria in East Africa.

5. Planned Activities

The following are highlights of the planned activities during the implementation period:

- Procurement and distribution of LLINs in mass campaigns to cover all 30 districts;
- Continue distribution of routine LLINs through ANC (pregnant women) and EPI (children under five);
- Conducting IRS in up to twelve selected endemic districts (with potential to cover more);
- Procurement of Artemisinin-Based Combination Therapy (ACT);
- Procurement of Rapid Diagnostic Tests (RDTs);
- Expansion of iCCM/ HBM to other age groups beyond children under five;
- Provision of Behaviour Change Communication (BCC) to farmers, seasonal workers, and other key groups;
- Continue conducting insecticide resistance and entomological monitoring;
- Support NMP-related Procurement Supply Chain Management (PSM) intervention(s);
- Support surveillance, monitoring and evaluation and Operational Research.

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