

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 **Republican Center on Prevention and Control of AIDS of the Ministry of Healthcare of the Republic of Kazakhstan** (the "Principal Recipient") on behalf of the Republic of Kazakhstan (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 14 November 2016, 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 Kazakhstan
3.2.	Disease Component:	HIV/AIDS
3.3.	Program Title:	Building Foundation for Sustainable HIV Response in Kazakhstan
3.4.	Grant Name:	KAZ-H-RAC
3.5.	GA Number:	1578
3.6.	Grant Funds:	Up to the amount USD 4,500,000.00 or its equivalent in other currencies
3.7.	Implementation Period:	From 1 January 2018 to 31 December 2020 (inclusive)
3.8.	Principal Recipient:	Republican Center on Prevention and Control of AIDS of the Ministry of Healthcare of the Republic of Kazakhstan Auezov 84 050008 Almaty Republic of Kazakhstan

		<p>Attention Ms. Tatyana Davletgalieva</p> <p>National Coordinator on HIV Component</p> <p>Telephone: 77272793922 Facsimile: +77272791525 Email: gf.davlat@rcaids.kz</p>
3.9.	Fiscal Year:	1 January to 31 December
3.10.	Local Fund Agent:	<p>PricewaterhouseCoopers LLP 34 Al-Farabi Almaty Republic of Kazakhstan</p> <p>Attention Mr. Baurzhan Burkhanbekov</p> <p>Partner</p> <p>Telephone: 77273303200 Facsimile: Email: baurzhan.burkhanbekov@kz.pwc.com</p>
3.11.	Global Fund contact:	<p>The Global Fund to Fight AIDS, Tuberculosis and Malaria Chemin de Blandonnet 8, 1214 Vernier, Geneva, Switzerland</p> <p>Attention Dumitru Laticevschi</p> <p>Regional Manager</p> <p>Grant Management Division</p> <p>Telephone: +41 58 791 1700 Facsimile: +41 58 791 1701 Email: dumitru.laticevschi@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 (2017, as amended from time to time), (2) the Health Products Guide (2017, 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 authorized by or obtained all necessary consents, approvals and authorizations 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. **Continuing Principal Recipient.**

1. The Program budget in the Integrated Grant Description attached hereto as Schedule I reflects the total amount of Global Fund funding to be made available for the Program. The Program budget may be funded in part by grant funds disbursed to the Principal Recipient 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 of the Grant Confirmation. Where the Global Fund has approved the use of Previously Disbursed Grant Funds, the Global Fund may reduce the amount of Grant Funds set forth in Section 3.6 of the Grant Confirmation by the amount of any Previously Disbursed Grant Funds, and the definition of Grant Funds set forth in Section 2.2 of the Global Fund Grant Regulations (2014) shall include any Previously Disbursed Grant Funds.

2. All non-cash assets remaining under any previous Grant Agreements as of the start date of the Implementation Period shall be fully accounted for and duly documented ("Previous Program Assets"). Unless otherwise agreed with the Global Fund, the definition of Program Assets set forth in Section 2.2 of the Global Fund Grant Regulations (2014) shall include any Previous Program Assets.

3. For the avoidance of doubt, except as explicitly set forth herein, nothing in the instant Grant Agreement shall impact the obligations of the Grantee and/or Principal Recipient under any previous Grant Agreement(s) (including, but not limited to, those concerning financial and other reporting).

6.2. **Compliance with Laws.** With respect to Section 7.6 (Right of Access) of the Global Fund Grant Regulations (2014), it is understood and agreed that (1) the Global Fund may collect or seek to collect data, and it is possible that such data may contain information that could be used to identify a person or people, and (2) the Principal Recipient on behalf of the Grantee has undertaken or has caused to be undertaken prior to collection and thereafter whatever is required under the applicable laws of the Republic of Kazakhstan to ensure that such information may be transferred to the Global Fund for such purpose upon request.

6.3. **Sustainability, Transition and Co-financing.** 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 co-financing of the Global Fund-supported programs, focused on progressively taking up key costs of national disease plans (the "Core Co-Financing Requirements"). The commitment and disbursement of Grant Funds is subject to the Global Fund's satisfaction with the Grantee's compliance with the Core Co-Financing Requirements. The Global Fund may reduce Grant Funds during the Implementation Period based on non-compliance with the Core Co-Financing Requirements;

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 25% of the Grantee's HIV allocation of US\$ 4,500,000 for the 2017-2019 allocation period, which is equal to US\$ 1,125,000 (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 the Co-Financing Incentive during the Implementation Period, or from the subsequent allocation, proportionate to non-compliance with the Co-Financing Incentive Requirements; and

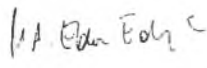
3. The additional co-financing contribution required to access the Co-Financing Incentive shall be invested in disease programs and systems to address roadblocks to transition (as identified by the country either through a transition readiness assessment, transition work plan, national strategic plans, or other relevant assessment) with a minimum 50% invested in specific disease components targeting key and vulnerable populations of which a minimum of US\$ 1,125,00 in additional co-financing contributions shall be invested in ARV scale-up and prevention for key populations.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Global Fund and the Principal Recipient 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**

**Republican Center on Prevention and
Control of AIDS of the Ministry of
Healthcare of the Republic of
Kazakhstan**
on behalf of the Republic of Kazakhstan

By: 
Name: Mark Edington
Title: Head, Grant Management Division
Date: 18 Dec 2017

By: 
Name: Ms. Irina Petrenko
Title: Deputy Director General
Date: 18 Dec 2017

Acknowledged by

By: 
Name: Mr. Nurali Amanzholov
Title: Vice Chair of the Country
Coordinating Mechanism for
Republic of Kazakhstan
Date: 18 Dec 2017

By: 
Name: Ms. Roza Oleinikova
Title: Civil Society Representative of the
Country Coordinating Mechanism
for Republic of Kazakhstan
Date: 18 Dec 2017