

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 **Department of Economic Affairs, Ministry of Finance of India** (the "Principal Recipient") on behalf of India (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 1 October 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 Schedules I to V incorporated herein, 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 India
3.2	Disease Component:	Tuberculosis
3.3	Program Title:	Augmenting TB Elimination Response in India (ATERI)
3.4	Grant Name:	IND-T-CTD
3.5	GA Number:	2045
3.6	Grant Funds:	Up to the amount of USD 200,038,453 or its equivalent in other currencies
3.7	Implementation Period:	From 1 April 2021 to 31 March 2024 (inclusive)
3.8	Principal Recipient:	Department of Economic Affairs, Ministry of Finance of India 33 A1 North Block 110011 New Delhi Republic of India Attention: Dr. Kuldeep Singh Sachdeva Deputy Director General (TB),

		<p>Central TB Division, Ministry of Health & Family Welfare</p> <p>Telephone: +91 1123062980 Facsimile: +91 1123731746 Email: ddgtb@rntcp.org</p>
3.9	Fiscal Year:	1 April to 31 March
3.10	Local Fund Agent:	<p>Price Waterhouse Chartered Accountants LLP (PWCALLP) Building 8, 8th Floor, Tower-B, DLF Cyber City 122002 Gurgaon, Haryana Republic of India</p> <p>Attention: Heman Sabharwal Team Leader</p> <p>Telephone: +91 1244620148 Facsimile: +91 1244620620 Email: heman.sabharwal@in.pwc.com</p>
3.11	Global Fund contact:	<p>The Global Fund to Fight AIDS, Tuberculosis and Malaria Global Health Campus, Chemin du Pommier 40 1218 Grand-Saconnex, Geneva, Switzerland</p> <p>Attention: Urban Weber Department Head Grant Management Division</p> <p>Telephone: +41 587911700 Facsimile: +41 445806820 Email: urban.weber@theglobalfund.org</p>

4. **Policies.** The Grantee, acting through the Principal Recipient, shall implement the Program in accordance with the National Strategic Plan to End Tuberculosis in India 2020-2025 (the "National Strategic Plan") set forth in Schedule II, and shall take all appropriate and necessary actions to comply throughout the Implementation Period with: (1) the Global Fund Guidelines for Grant Budgeting (2019, as amended from time to time) and the "Budgeting and Financial Reporting Special Provisions" set forth in Schedule III; (2) the Health Products Guide (2018, as amended from time to time) in respect of Grant Funds directly disbursed by the Global Fund for the procurement of Health Products; 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 **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 **Right of access**. 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 **Transition between grants**. 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.

6.4 Green Light Committee. The regional Green Light Committee (the “GLC”) shall provide technical and advisory support, including capacity building, to the Principal Recipient with respect to monitoring and scaling-up of DR-TB-related in-country services, and the Principal Recipient shall cooperate fully with the GLC to allow the GLC to perform its services. Up to a maximum of US\$ 50,000 in Grant Funds annually may be used by the Global Fund to pay for GLC services and the Global Fund may disburse such Grant Funds directly to the GLC.

6.5 Global Drug Facility. Unless otherwise notified by the Global Fund in writing, prior to the use of Grant Funds to finance the procurement of second-line anti-tuberculosis drugs and for each disbursement request that includes funds for the procurement of multi-drug resistant tuberculosis medicines, the Principal Recipient shall submit to the Global Fund and obtain the Global Fund’s written approval of a written confirmation of the price estimate and quantities of the second-line anti-tuberculosis drugs that will be procured by the Principal Recipient from the Global Drug Facility’s procurement agent.

6.6 Use of Grant Funds. Grant Funds shall be accounted for and used solely for the implementation of the National Strategic Plan in accordance with the provisions of the Global Fund Grant Regulations (2014) and the Global Fund Guidelines for Grant Budgeting (2019, as amended from time to time), to the extent not conflicting with those set forth in this Grant Confirmation.

6.7 Disbursements. Section 3.3(1) of the Global Fund Grant Regulations (2014) shall not apply with respect to this Program and the following provisions shall apply instead:

(1) The first annual funding decision (“AFD”) is determined in 2021, covering a pre-payment for expected results under disbursement linked indicator (“DLI”) 1 and DLI2 (as defined in Schedule V of this Grant Agreement) for the procurement of second-line anti-tuberculosis drugs through the Global Drug Facility as well as budgeted amounts for expected results under DLI3 set forth in Schedule V of this Grant Agreement for the first year of the Implementation Period.

(2) Each following AFD will be determined to cover a pre-payment for expected results under DLI1 and DLI2 for the procurement of second-line anti-tuberculosis drugs through the Global Drug Facility as well as budgeted amounts for expected results under DLI3 set forth in Schedule V of this Grant Agreement. An adjustment to each AFD may be made by the Global Fund based on the verification and validation of the results of the previous year of the Implementation Period.

(3) *Disbursement methodology.* Disbursements shall be made pursuant to the disbursement methodology set forth in Schedule IV of this Grant Confirmation (the “Disbursement Methodology”).

(4) *Disbursement Requests.* Notwithstanding the National Strategic Plan budget and the Disbursement Methodology or anything in this Grant Confirmation to the contrary, 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:

(a) the Principal Recipient has submitted to the Global Fund, in form and substance satisfactory to the Global Fund, a request for Disbursement, signed by a duly authorized signatory, at a time acceptable to the Global Fund;

(b) 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;

(c) the Grantee and the Principal Recipient have fulfilled, in form and substance satisfactory to the Global Fund, all requirements for such Disbursement within relevant deadlines;

(d) 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; and

(e) the Principal Recipient has demonstrated that it has achieved programmatic results consistent with the targets for indicators set forth in Schedule I.

(5) *Verification of results.* Any Disbursement shall be subject to the achievement of the results that are reported by the Principal Recipient and verified by the Global Fund (or any third party verification agency as approved in writing by the Global Fund) using the methodology described in Schedule V, which may be refined or amended from time to time by the Global Fund in consultation with the Grantee and partners. The Principal Recipient shall support, collaborate and cooperate with third parties and the process through which results are verified.

(6) *Catastrophic results.* In the event that the results reported by the Principal Recipient 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 only a percentage of the achieved results to cover essential service delivery and targeted recovery costs, based on a prompt review of the reasons of the poor results, changes that will be made to the Program, total available Grant Funds for the Program and stocks of Health Products in the Host Country.

(7) *Fraud, theft or misuse.* If fraud, theft or misuse of public funds is identified and verified in the Grantee's national tuberculosis elimination programme, the Grantee shall be required to repay to the Global Fund an amount equal to the portion of the amount of funds lost to fraud, theft or misuse that is proportional to the Global Fund's contribution to the implementation of the national tuberculosis elimination programme, as applicable.

6.8 Co-mingling. With reference to Section 3.4(1)(d) of the Global Fund Grant Regulations (2014), the Global Fund hereby agrees to the co-mingling of Grant Funds disbursed for the purposes of the Program with other funds.

6.9 Use of interest. Notwithstanding Section 3.4(2) of the Global Fund Grant Regulations (2014), any interest accrued on Grant Funds may be used for Program purposes without the prior written approval of the Global Fund.

6.10 Use of revenue. Notwithstanding Section 3.4(3) of the Global Fund Grant Regulations (2014), 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.

6.11 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.

6.12 Periodic and ad hoc reports. Section 6.2(1) of the Global Fund Grant Regulations (2014) shall not apply with respect to this Grant Agreement and the following provisions shall apply instead:

(1) The Principal Recipient shall provide to the Global Fund the reports specified in Sections 6.12(2) – 6.12(4) 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. From time to time, the Global Fund may provide to the Principal Recipient guidance on the acceptable frequency, form and content of the reports required under this Section. 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.

(2) No later than 60 calendar days after the end of each Fiscal Year during the Implementation Period, the Principal Recipient shall provide to the Global Fund, in form and substance satisfactory to the Global Fund, an annual report for the preceding year of the Implementation Period, in which the Principal Recipient shall:

(a) show the progress towards the achievement of key performance indicators as set forth in the Performance Framework included in Schedule I, providing relevant information on the reported data and the measurement methods, such as the robustness and reliability of data quality mechanisms, using the Global Fund's Progress Update template;

(b) provide to the Global Fund an Annual Financial Report ("AFR") for the previous year of the Implementation Period which shall compare the relevant portion of the summary budget set forth in Schedule I of this Grant Agreement, against the Global Fund confirmed amounts under the DLIs achieved and verified as expenditures for the period specified by the Global Fund; and

(c) show the progress towards the fulfilment of any requirements set forth in this Grant Confirmation and any relevant management actions.

(3) For each Fiscal Year during the Implementation Period, the Principal Recipient shall submit to the Global Fund, in form and substance satisfactory to the Global Fund, a report setting out the Grantee's approved annual budget towards implementation of the National Strategic Plan, within 45 calendar days of the Grantee's approval of the budget.

(4) The Principal Recipient shall provide to the Global Fund on an annual basis, verifiable evidence of the expenditures incurred by the Grantee, independent of Global Fund financing, for the: (a) procurement and installation of molecular diagnostic equipment and related consumables (GeneXpert and Truenat cartridges, reagents and/or chips) at central and state level of the Host Country; and/or (b) rental of molecular diagnostic equipment and reagents and outsourcing of testing services at central and state level of the Host Country; and (c) implementation, by the Sub-recipients on behalf of the Principal Recipient, of key Program interventions, including psychosocial interventions for drug-resistant tuberculosis patients, addressing tuberculosis in priority populations, surveillance, monitoring and evaluation (together,

the “Program Boundaries”). With respect to (b) of the Program Boundaries, the Grantee shall ensure that recording and reporting mechanisms at central and state level are in place so that expenditures incurred can be identified and verified.

(5) In the event that the Grantee’s expenditure is less than the amount corresponding to the achieved results under DLI3, the Global Fund may in its sole discretion reduce any subsequent disbursements by the equivalent shortfall amount (the “Shortfall Amount”) or request reimbursement by the Grantee of the Shortfall Amount to the Global Fund and the Grantee shall reimburse the Shortfall Amount to the Global Fund within 60 calendar days of the Global Fund’s request.

(6) Any exception request to Section 6.12 of this Grant Confirmation shall be submitted in writing by the Grantee, and approval of such deviations shall be at the sole discretion of the Global Fund.

6.13 Audits. Sections 7.2, 7.3 and 7.4 of the Global Fund Grant Regulations (2014) shall not apply with respect to this Grant Agreement and the following provisions shall instead apply:

(1) No later than 30 September 2022, 2023 and 2024, respectively, the Principal Recipient shall furnish to the Global Fund, the Comptroller and Auditor General of India (the “Auditor”)’s entity audit report of the Central Medical Services Society (“CMSS”) for the previous Fiscal Year;

(2) No later than 30 September 2022, 2023 and 2024, respectively, the Principal Recipient shall furnish to the Global Fund, the annual audit report for the Program interventions implemented by each Sub-recipient for the previous Fiscal Year;

(3) No later than 30 September 2022, 2023 and 2024, respectively, the Principal Recipient shall furnish to the Global Fund, statutory audit reports and management letters of the State Health Societies related to the State TB cells for Uttar Pradesh, Maharashtra, Bihar, Rajasthan, Madhya Pradesh, Karnataka and Tamil Nadu for the previous Fiscal Year;

(4) The Grantee undertakes that at least 85% of the allocated total amounts corresponding to the achieved and verified DLI1 and DLI2 results is utilized for the procurement of second-line anti-tuberculosis drugs through the Global Drug Facility. In the event that less than 100%, but no less than 85%, of the allocated total amounts corresponding to the achieved and verified DLI1 and DLI2 results is utilized for the procurement of second-line anti-tuberculosis drugs through the Global Drug Facility, the Principal Recipient shall produce to the Global Fund supporting documentation evidencing expenditures for activities implemented under the Program Boundaries up to the differential amount. In the event that the Grantee requests to reduce the 85% threshold, the Global Fund reserves the right to expand the scope of Program Boundaries and require such conditions as an audit by the Auditor of the expenditures under the expanded Program Boundaries; and

(5) In addition to Section 7.6 of the Global Fund Grant Regulations (2014), the Principal Recipient shall ensure that the Office of the Inspector General of the Global Fund will have explicit permission to access the working papers of the Auditor for assurance validation, including the annual audit plan and other relevant internal audit reports.

6.14 Miscellaneous provisions.

(1) The Grantee acknowledges and agrees that for the duration of the Implementation Period:

(a) All first and second-line anti-tuberculosis drugs procured by the Grantee will be subject to mandatory pre or post shipment quality control testing;

(b) The quality of Health Products will be monitored by the Grantee after distribution of such Health Products. In particular, anti-tuberculosis drugs (including, but not limited to, 4FDC, 3FDC, Linezolid, Levofloxacin, Clofazimine, Cycloserine and Pyrazinamide) will be drawn at various levels of the supply chain and tested at an independent laboratory;

(c) The Grantee shall work with the Host Country's states to increase the rate of Primary Health Institutions ("PHI") reporting through Nikshay Aushadhi. It is expected that by 31 March 2024, at least 80% of all PHI will use and report inventory related data through Nikshay Aushadhi; and

(d) The Grantee shall exercise its best efforts to transfer government funds for Program Activities in a timely manner from central level to the state treasury and subsequently from the state treasury to the respective TB program divisions in the Host Country.

[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**

**Department of Economic Affairs,
Ministry of Finance of India**
on behalf of India

By: Mark Eldon-Edington

Name: Mark Eldon-Edington

Title: Head, Grant Management
Division

Date: Apr 20, 2021

By: Sandhya Bhullar

Name: Sandhya Bhullar

Title: Director (FB)

Date: 15th April, 2021

Acknowledged by

By: Rajesh Bhushan

Name: Rajesh Bhushan

Title: Chair, Country Coordinating Mechanism of Republic of India

Date: 19/04/2021

By: Shyamala Nataraaj

Name: Shyamala Nataraaj

Title: Civil Society Representative, Country Coordinating Mechanism of Republic of
India

Date: 16/04/2021

Schedule I

Integrated Grant Description

A. PROGRAM DESCRIPTION

1. Background and Rationale for the Program

The Government of India, backed by a strong commitment from the Prime Minister, has shown unprecedented momentum to fight tuberculosis disease to realize an ambitious target to end TB by 2025, five years ahead of the SDG mile stones. This high-level commitment resulted in an increase in the national TB budget from US\$ 252 million (2016) to US\$ 450 million (2020). The National Strategic Plan (NSP) 2020-25 for TB reflects the bold ambitions of the earlier NSP with its evidence-based interventions, new technologies, innovations and institutional reforms, with the aim to increase case findings, reduce TB incidence and improve treatment outcomes. The budget of NSP 2020-25 is US\$ 3.4 billion, with an average annual investment of US\$ 853.2 million, representing a nearly 50% increase above the annual investment in the previous NSP.

In 2019, India notified 2,404,815 people with TB (representing a 51% increase in notification over 2015). The incidence amongst all forms of TB consistently declined from 217 persons/100,000 population in 2015 to 193/100,000 in 2019. Case notification has increased annually since 2015, including a 12% increase from 2018- 2019. The main contributor to this rise in notifications has been through engagement with the private sector, which notified 28% of all people with TB in 2019, up from 2% in 2013.

Despite impressive gains, India continues to contribute the largest number of people with TB-related deaths in the world. Drug-resistant TB (DR-TB) is a major public health threat to India having the largest absolute burden of DR-TB in the world. A recently completed national anti-TB drug resistance survey reported 6.19% MDR-TB among all forms of TB (with 2.8% MDR cases among new pulmonary TB cases and 11.6 % among retreatment cases). Cost burden of DR-TB is quite high with standard daily-dosed anti-TB drugs costing approximately US\$50 per 6-month regimen, Rifampicin-resistant TB and variants are 30-60 times more expensive. Improving access to treatment with the appropriate regimen based on the DST pattern is essential to achieve a relapse free cure for DR-TB patients.

In the last decade, India achieved a substantial scale up of TB diagnostic facilities including rapid molecular testing. The presumptive TB examinations rates have increased since 2010 (881 per 100,000 population in 2019, 26 % more than 2010 rates), however, achievement of microbiological confirmation amongst new and previously treated patients has remained relatively stable. In 2019, about 58% of all notified TB cases were tested for Rifampicin Resistance. Notification-treatment enrollment gap exists for TB cases which widens further for DR-TB cases (85% notified put on treatment in 2019). Closing the incidence-treatment enrolment gap for DR-TB requires early and accurate detection of microbiologically confirmed TB cases and DR-TB cases and prompt treatment initiation of DR-TB. Thus, NSP 2021-2025 also envisages scaling up the TB diagnostic capacity and decentralization of the latest and most sensitive rapid molecular diagnostic tests to at least cover all the block levels.

TB predominantly affects the poor and marginalized. It entrenches poverty through health and economic shocks to households least able to cope. The vulnerable and key population are at a higher risk of developing TB owing to their biological-behavioural, social-economic and environmental factors. The reach of National Tuberculosis Elimination Programme (NTEP) services to vulnerable and marginalized groups continues to be a challenge. Addressing barriers to improve the access to TB care and increasing coverage of preventive services through innovative approaches for such vulnerable groups of patients is expected to have a higher impact in reduction of disease burden in the country.

Surveillance is key to measure the progress towards efforts to control tuberculosis and achieve elimination targets. Since the country has diverse epidemiology as well as implementation coverage for care services provided under the programme, it is important to measure burden at sub-national and district level. The real time TB data management system (NIKSHAY) is already functioning and is equipped to undertake necessary data analytics for informed actions. But for overall estimation of actual burden of tuberculosis in the country, NTEP relied on few local district and sub-district level surveys. Cost effective innovative methods - novel District Level Annual TB Survey (DLAS) and District Level Sentinel Surveys (DLSS) for disease burden estimation are urgently needed for closely monitoring the trend in incidence at sub-national/district levels and to assess epidemiological impact of the interventions.

This grant is based on a payment for results model by which disbursement is made on the achievement of milestones agreed in the Results Framework and pursuant to the terms of this Grant Agreement. The program activities include, the:

1. Procurement of second-line anti-tuberculosis drugs, through the Global Drug Facility, for the treatment of multi-drug resistant tuberculosis;
2. Scaling up and decentralization of the rapid molecular TB diagnostic capacity; and
3. Implementation, by the Sub-recipients on behalf of the Principal Recipient, of key Program interventions, including psychosocial interventions for drug-resistant tuberculosis patients, addressing tuberculosis in priority populations, surveillance, monitoring and evaluation which will be covered from the award towards achievement of DL13.

The Sub-recipients will be Tata Institute of Social Sciences (TISS), Society for Promotion of Youth and Masses (SPYM), Humana People to People India (HPPI), T.C.I. Foundation and National Institute for Research in Tuberculosis (NIRT). The Grantee shall enter into a separate agreement with each of the Sub-recipients and shall provide funds to each Sub-recipient from the annual budget of the National Tuberculosis Elimination Programme.

The expenditures incurred to the Sub-recipients under the Sub-recipient agreements will form part of the Program Boundaries of this Grant Confirmation and can be repaid to the Principal Recipient from the award towards achievement of DL13.

2. Goals, Strategies and Activities

Goal:

To achieve a rapid declining burden of TB morbidity and mortality while working towards elimination of TB in India by 2025

Strategies:

- Expand and strengthen Drug resistant TB treatment and adherence support;
- Strengthening laboratory and Diagnostic systems to provide high sensitivity TB diagnostic services;
- Enhance and strengthen surveillance, monitoring and evaluation of TB programme; and
- Addressing TB in priority/vulnerable populations.

Planned Activities:

- Improving treatment outcomes for DR-TB patients by ensuring second-line anti-TB drugs across the country and providing psychosocial counseling support in four states (Maharashtra, Karnataka, Gujarat, Rajasthan);
- Strengthening TB diagnostics through decentralization of rapid molecular diagnostics across the country;

- Strengthening the national TB surveillance mechanisms through district level sentinel and annual surveys and Operational Research; and
- Addressing barriers to improve access to TB care and prevention services for vulnerable and priority populations through intensive case finding efforts and provisioning of quality services throughout the TB care cascade in selected high burden states/cities.

3. Target Group/Beneficiaries

The grant will ensure access of services to all sections of populations (all age groups and gender) including vulnerable and at risk groups such as urban slum populations, homeless population, migrants, construction workers, drug users including Injecting Drug Users (IDUs), family members of IDUs including PLHIVs, prison population, labor population, Truck drivers and Helpers across high and increasing disease prevalence areas.

B. PERFORMANCE FRAMEWORK

Please see attached.

C. SUMMARY BUDGET

Please see attached.

Schedule II
National Strategic Plan to End Tuberculosis in India 2020-2025

<https://tbcindia.gov.in/showfile.php?lid=3577> [tbcindia.gov.in]

Schedule III
Budgeting and Financial Reporting Special Provisions

1. The Grant Funds are provided to support the National Strategic Plan, and the use of Grant Funds is flexible within the parameters of the Grant Agreement.
2. During implementation, budgetary changes to the National Strategic Plan budget are allowed without prior approval from the Global Fund.
3. As disbursements are solely based on performance, no cash balance reporting will be required.

Schedule IV Disbursement Methodology

1. The Grant Funds will be disbursed annually or at such other time as the Global Fund shall deem appropriate at its sole discretion.
2. The application of the Disbursement Methodology might result in a reduction of the total amount of Grant Funds set forth in Section 3.6 of the Grant Confirmation, and in consequence in a reduction of the Grant Funds to be disbursed for any subsequent period until the end of the Implementation Period, after the reporting and verification of the programmatic results.
3. The AFD is determined in 2021, covering a pre-payment for expected results under DLI1 and DLI2 (as defined in Schedule V of this Grant Agreement) for the procurement of second-line anti-tuberculosis drugs through the Global Drug Facility as well as budgeted amounts for expected results under DLI3 set forth in Schedule V of this Grant Agreement for the first year of the Implementation Period.
4. Each following AFD will be determined to cover a pre-payment for expected results under DLI1 and DLI2 for the procurement of second-line anti-tuberculosis drugs through the Global Drug Facility as well as budgeted amounts for expected results under DLI3 set forth in Schedule V of this Grant Agreement. An adjustment to each AFD may be made by the Global Fund based on the verification and validation of the results of the previous year of the Implementation Period.
5. Prior to submitting a Procurement Request Form ("PRF") to the Global Drug Facility, the Principal Recipient shall, at all times, share with the Global Fund for prior written approval, an annual quantification of Health Products and list of Health Products that will be procured with Grant Funds.
6. Based on verified results, the disbursement amount will be calculated for each indicator based on the Results Framework set forth in Schedule V of this Grant Confirmation.
7. Unless otherwise determined by the Global Fund in its sole discretion, the following formula may be used for calculating the amount to be disbursed, or some other scalable formula, according to the performance of each indicator:
 - If:
 - o The indicator rating is equal to or greater than 90%, then the performance for that indicator will be considered as 100% for the reporting period, unless paragraph 8 of this Schedule shall apply,
 - If:
 - o The indicator rating is less than 90%, then performance of the indicator will be equal to the indicator rating for the reporting period. For the purpose of DLI2, performance for treatment success rate is calculated as percentage point improvement against the DLI Baseline for year 1 of the Implementation Period and, thereafter, percentage point improvement against achievement in the preceding year for years 2 and 3, respectively, as set out in the Results Framework,

Disbursement for the reporting period, in both cases, will be calculated as:

Disbursement = $\sum_{i=1}^n(\text{budget DLI } i * \text{performance DLI } i)$ – pre-payment already made to the Global Drug Facility.

8. In cases where the achievement rate of a given indicator is less than 100% in a particular year and greater than 100% in the subsequent year, the Disbursement amount will be determined on a cumulative basis which shall not exceed the cumulative allocated total amount by the end of the reporting year for that DLI as set forth in the Results Framework in Schedule V of this Grant Agreement.
9. Where the pre-payment transferred to the Global Drug Facility is greater than the calculated disbursement amount for a specific period, any payments made in excess of the calculated disbursement amount will be settled in the following order:
 - a. Reduce subsequent pre-payments to the Global Drug Facility; and/or
 - b. Reduce subsequent disbursements to the Principal Recipient; and/or
 - c. Refund by the Global Drug Facility to the Global Fund.
10. The Global Fund has sole discretion to determine the achievement rate for an indicator, and therefore the commensurate disbursement amount (if any) where:
 - a. Results are reported after three months of the expected date for the routine programmatic report. Any exception has to be submitted in writing by the CCM, and approval of such deviations shall be at the discretion of the Global Fund;
 - b. Fraudulent reporting is suspected and/or identified. The Global Fund also reserves the right to conduct a data quality audit/additional data quality review at any stage, including after expiration of the Implementation Period; and/or
 - c. The Global Fund has determined non-compliance to open access to data.
11. If pre-payment already transferred to the Global Drug Facility / $\sum_{i=1}^2(\text{budget DLI } i * \text{performance DLI } i)$ falls below 0.85, the Global Fund reserves the right to expand the scope of the Program Boundaries pursuant to Section 6.13(4) of this Grant Confirmation before releasing the difference to 1 to the Grantee.

Schedule V
Independent Data Quality and Quality of Care Review

1. Disbursement Linked Indicators

a. The following Disbursement Linked Indicators shall apply:

Results Framework						
DLI	DLI Baseline	DLI Targets			Total 3 years target	Comment
		Year 1	Year 2	Year 3		
DLI1: MDR TB-3 ^(M) Number of cases with RR-TB and/or MDR-TB that began second-line treatment.	56,569	61,324	66,093	71,665	199,082	Data source: PMDT reports until full integration with Nikshay. Measurement: Number of RR-TB and/or MDR-TB cases (presumptive or confirmed) registered and started on a prescribed MDR-TB treatment regimen during the period of assessment.
Allocated total amount DLI 1		US\$24,529,600	US\$26,437,200	US\$28,666,000	US\$79,632,800	
DLI 2: Treatment success rate of RR TB and/or MDR-TB: Percentage of cases with RR and/or MDR-TB successfully treated	49%	54%	58%	62%		Data source: PMDT reports until full integration with Nikshay. Measurement: Treatment success in cohort due for outcome reporting during reporting year.
Allocated total amount DLI 2		US\$15,371,405	US\$12,297,124	US\$12,297,124	US\$39,965,653	Performance for treatment success rate is calculated as percentage point improvement against the DLI Baseline for year 1 and, thereafter, percentage point improvement against

						achievement in the preceding year for years 2 and 3.
DLI 3: Number of presumptive TB patients received molecular diagnostic test	2,179,976	4,000,000	6,000,000	8,000,000		Data Source: NAAT indicators report Measurement: Number of newly notified TB patients diagnosed with molecular diagnostic test.
Allocated total amount DLI 3		US\$17,875,600	US\$26,813,400	US\$35,751,000	US\$80,440,000	US\$4.4689 per test

b. In addition to reporting on the DLIs stated above, the Principal Recipient shall report to the Global Fund on the following key TB indicators to facilitate analysis of progress made in the global fight against tuberculosis:

- i. TCP-1^(M) Number of notified cases of all forms of TB (i.e. bacteriologically confirmed and clinically diagnosed), new and relapse cases;
- ii. TCP-2^(M) Treatment success rate- all forms: Percentage of TB cases, all forms, bacteriologically confirmed plus clinically diagnosed, successfully treated (cured plus treatment completed) among all TB cases registered for treatment during a specified period, new and relapse cases; and
- iii. TB/HIV-7 Percentage of PLHIV on ART who initiated TB preventive therapy among those eligible during the reporting period.

Performance against these indicators will not affect disbursement.

2. Programmatic reporting of results

- a. The Principal Recipient shall report results within 60 calendar days of the end of the reporting period (by 30 May 2022, 2023 and 2024, respectively, for results of the 12-month prior period from 1 April to 31 March (inclusive)), except when the Performance Framework set forth in Schedule I states otherwise.
- b. The Principal Recipient will be requested to provide a qualitative annual progress report with analysis of the robustness and reliability of data quality mechanisms, program challenges and successes by 30 May 2022, 2023 and 2024, respectively, of the 12-month prior period from 1 April to 31 March (inclusive).
- c. The Principal Recipient shall conduct a mid-term program review during the period from 1 April 2022 to 30 June 2022 (inclusive), with the Grantee and partners to discuss program progress and propose adjustments to the National Strategic Plan or annual work plans as needed.
- d. During the annual review of results, based on new epidemiological data, World Health Organization (“WHO”) updated estimations, new WHO guidelines and/or other predefined National Strategic Plan costing scenarios, the Principal Recipient and the Global Fund may, on an exceptional basis, agree to revise targets upwards or downwards.

3. Verification of results and data quality

The following mechanisms and actions will be included in the Grant Agreement and/or as management actions to verify results and ensure data quality:

- a. Results will be reported by no later than 60 calendar days after the end of the reporting period (by 30 May 2022, 2023 and 2024, respectively, for results of the 12-month prior period from 1 April to 31 March (inclusive)), except when the Performance Framework set forth in Schedule I states otherwise.
- b. Verification of results of the achievement of each indicator may be based on a sample of states and districts as well as health facilities reflecting the TB disease burden in order to maximize the generalizability of the data verification exercise.
- c. Following data verification, a verification factor (“VF”) will be calculated for each DLI using verified results divided by reported result. If the VF is between 90% and 110%, i.e. $90\% \leq VF \leq 110\%$, no adjustment will be made to the agreed disbursement amount as stated above. If the VF is larger than 110% or smaller than 90%, (e.g. > 10% total discrepancy at health facility levels compared to central level reported results), the Global Fund reserves the right to purposively set the percentage of achievement of that particular indicator.
- d. If fraudulent reporting is suspected and/or identified, then the Global Fund reserves the right to conduct a data quality audit and/or additional data quality review which may delay disbursement of funds, and may purposively set the percentage of achievement of that particular indicator.
- e. Unless otherwise agreed by the Global Fund, no adjustment to the reported results will be permitted for under-reporting by the national surveillance systems.
- f. LFA verification under DLI3 shall include: (1) at central level: (i) the verification of advances paid by the Grantee to the CMSS for the procurement of molecular diagnostic equipment and related consumables (GeneXpert and Truenat cartridges, reagents and/or chips) under the Program Boundaries and adjustment of expenses against these advances through review of supporting documents of these procurements and entry in the Government’s central accounting (PFMS) system; and (ii)(a) verification at CMSS related to the process of placing the purchase orders (procurement process) related to the molecular diagnostic equipment as well as delivery of goods and payments to suppliers from the documents available at CMSS; and/or (b) review of the procurement process related to any contract for the rental of molecular diagnostic equipment and reagents and outsourcing of testing; and (2) at state level: verification and visit to states selected

on a sample basis, such sample to be agreed in writing by the Grantee and the Global Fund, to verify compliance of the procurement process relating to sub-paragraphs (a) and (b) of the Program Boundaries, with the terms of the Grant Agreement.

Country	India
Grant Name	IND-T-CTD
Implementation Period	01-Apr-2021 - 31-Mar-2024
Principal Recipient	Department of Economic Affairs, Ministry of Finance of India

Reporting Periods	Start Date	01-Apr-2021	01-Apr-2022	01-Apr-2023
	End Date	31-Mar-2022	31-Mar-2023	31-Mar-2024
	PU includes DR?	Yes	Yes	Yes

Program Goals, Impact Indicators and targets

1	To achieve a rapid decline in burden of TB, morbidity and mortality to achieve the Sustainable Development Goals of 80% reduction in incidence and 90% reduction in deaths by 2025; five years earlier than the stipulated timeline.
---	--

	Impact Indicator	Country	Baseline Value	Baseline Year and Source	Required Dissagregation	Responsible PR	2021	2022	2023
1	TB I-2 TB incidence rate per 100,000 population	India	N: 199.3 D: P:	2019 Global TB Report 2019		Department of Economic Affairs, Ministry of Finance of India	N: 183 D: P: % Due Date: 30-Sep-2022	N: 174 D: P: % Due Date: 30-Sep-2023	N: 164 D: P: % Due Date: 31-Mar-2024
	Comments								
	Baseline is based on 2018 data published in the 2019 Global TB Report: 2,690,000 cases / 1,350,000,000 population. Targets: 2021: 2,534,208 cases / 1,384,813,000 population 2022: 2,433,670 cases / 1,398,661,000 population 2023: 2,316,743 cases / 1,412,648,000 population.								
2	TB I-3 ^M TB mortality rate per 100,000 population	India	N: 33.3 D: P:	2019 Global TB Report 2019		Department of Economic Affairs, Ministry of Finance of India	N: 30 D: P: % Due Date: 30-Sep-2022	N: 27 D: P: % Due Date: 30-Sep-2023	N: 25 D: P: % Due Date: 31-Mar-2024
	Comments								
	Baseline is based on 2018 data published in the 2019 Global TB Report, including both HIV-negative and HIV positive: 449,700 cases / 1,350,000,000 population. Targets: 2021: 415,444 cases / 1,384,813,000 population 2022: 377,639 cases / 1,398,661,000 population 2023: 353,162 cases / 1,412,648,000 population.								

Program Objectives, Outcome Indicators and targets

1	Build, strengthen and sustain enabling policies, empowered institutions, multi-sectoral collaborations, engaged communities, and human resources with enhanced capacities to create a supportive ecosystem to END TB.
2	Prevent the emergence of TB in susceptible populations.

	Outcome Indicator	Country	Baseline Value	Baseline Year and Source	Required Dissagregation	Responsible PR	2021	2022	2023
1	TB O-1a Case notification rate of all forms of TB per 100,000 population - bacteriologically confirmed plus clinically diagnosed, new and relapse cases	India	N: 159 D: P:	2019 Annual India TB report 2020 and Global TB Report 2020		Department of Economic Affairs, Ministry of Finance of India	N: 158 D: P: % Due Date: 30-Sep-2022	N: 167 D: P: % Due Date: 30-Sep-2023	N: 159 D: P: % Due Date: 31-Mar-2024
	Comments								
	N: Number of notified new and relapse cases of TB from Public and Private sector are to be reported. D: Total mid year population (100000 per lakh population). The product of N/D is then multiplied by 100000) Source of data reporting : Nikshay Baseline is based on Nikshay reporting; 2,162,323 cases / 1,357,660,000 population Targets are based on national estimates in collaboration with WHO and technical partners. Total number of notifications is expected to decline in 2023: 2021: 2,188,005 cases / 1,384,813,200 population 2022: 2,340,000 cases / 1,398,669,000 population 2023: 2,250,000 cases / 1,412,648,000 population								

2	TB O-2a Treatment success rate of all forms of TB - bacteriologically confirmed plus clinically diagnosed, new and relapse cases	India	N: 1,561,328 D: 1,908,683 P: 81.8%	2018 Global TB Report 2020	Department of Economic Affairs, Ministry of Finance of India	N: 1,134,000 D: 1,350,000 P: 84.00%	N: 1,859,804 D: 2,188,005 P: 85.00%	N: 2,012,400 D: 2,340,000 P: 86.00%
Comments						Due Date: 30-Sep-2022	Due Date: 30-Sep-2023	Due Date: 31-Mar-2024
Numerator - Successful outcome (cured plus treatment completed) of all notified cases (new relapse) of the "cohort 1 year prior to reporting period" Denominator- Number of (new + relapse)of TB cases from Public and Private sector put on treatment are to be reported. Source of Data reporting : Nikshay								

Coverage indicators and targets											01-Apr-2021 31-Mar-2022	01-Apr-2022 31-Mar-2023	01-Apr-2023 31-Mar-2024
CI Number	Population	Coverage Indicator	Country and Scope of Targets	Baseline Value	Baseline Year and Source	Required Dissagregation	Include in GF Results	Responsible PR	Cumulation Type				
TB care and prevention													
4		TCP-1□M□ Number of notified cases of all forms of TB (i.e. bacteriologically confirmed + clinically diagnosed), new and relapse cases	Country: India; Coverage: Geographic National, 100% of national program target	N: 2,200,000 D: P:	2019 India TB Report 2020	Age,Gender,HIV test status,TB case definition	Yes	Department of Economic Affairs, Ministry of Finance of India	Non cumulative	N: 2,160,000 D: P:	N: 2,340,000 D: P:	N: 2,250,000 D: P:	
Comments													
This indicator is for routine reporting and would not affect the disbursement awarded linked to DLIs.													
Payment for results													
1		DLI-1: MDR TB-3□M□ Number of cases with RR-TB and/or MDR-TB that began second-line treatment.	Country: India; Coverage: Geographic National, 100% of national program target	N: 56,569 D: P:	2019 Global TB Report 2020		Yes	Department of Economic Affairs, Ministry of Finance of India	Non cumulative	N: 61,324 D: P:	N: 66,093 D: P:	N: 71,665 D: P:	
Comments													
This is Disbursement Linked indicator. The award amount and more details are included in the Result Framework attached to the Grant Confirmation													
2		DLI-2: Treatment success rate of RR TB and/or MDR-TB: Percentage of cases with RR and/or MDR-TB successfully treated	Country: India; Coverage: Geographic National, 100% of national program target	N: D: 49.0% P:	2019 Global TB Report 2020		Yes	Department of Economic Affairs, Ministry of Finance of India	Non cumulative	N: D: 54.0% P:	N: D: 58.0% P:	N: D: 62.0% P:	
Comments													
This is Disbursement Linked indicator. The award amount and more details are included in the Result Framework attached to the Grant Confirmation													
3		DLI-3: Number of presumptive TB patients received molecular diagnostic test	Country: India; Coverage: Geographic National, 100% of national program target	N: 2,179,976 D: P:	2019 India TB Report 2020		Yes	Department of Economic Affairs, Ministry of Finance of India	Non cumulative	N: 4,000,000 D: P:	N: 6,000,000 D: P:	N: 8,000,000 D: P:	
Comments													
This is Disbursement Linked indicator. The award amount and more details are included in the Result Framework attached to the Grant Confirmation													
TB/HIV													
5		TB/HIV-7 Percentage of PLHIV on ART who initiated TB preventive therapy among those eligible during the reporting period	Country: India; Coverage: Geographic National, 100% of national program target	N: D: 45.0% P:	2019 Global TB Report 2020	Age,Gender,TPT regimen	Yes	Department of Economic Affairs, Ministry of Finance of India	Non cumulative	N: D: 50.0% P:	N: D: 55.0% P:	N: D: 60.0% P:	
Comments													
This indicator is for routine reporting and would not affect the disbursement awarded linked to DLIs.													

Workplan Tracking Measures						
Population	Intervention	Key Activity	Milestones	Criteria for Completion	Country	
Comments						

Country	India
Grant Name	IND-T-CTD
Implementation Period	01-Apr-2021 - 31-Mar-2024
Principal Recipient	Department of Economic Affairs, Ministry of Finance of India

By Module	01/07/2022 - 30/09/2022	Total Y2	01/07/2023 - 30/09/2023	01/01/2024 - 31/03/2024	Total Y3	Grand Total	% of Grand Total
Payment for results	\$57,776,605	\$57,776,605	\$65,547,724	\$76,714,124	\$142,261,848	\$200,038,453	100.0 %
Grand Total	\$57,776,605	\$57,776,605	\$65,547,724	\$76,714,124	\$142,261,848	\$200,038,453	100.0 %

By Cost Grouping	01/07/2022 - 30/09/2022	Total Y2	01/07/2023 - 30/09/2023	01/01/2024 - 31/03/2024	Total Y3	Grand Total	% of Grand Total
Payment for Results	\$57,776,605	\$57,776,605	\$65,547,724	\$76,714,124	\$142,261,848	\$200,038,453	100.0 %
GrandTotal	\$57,776,605	\$57,776,605	\$65,547,724	\$76,714,124	\$142,261,848	\$200,038,453	100.0 %

By Recipients	01/07/2022 - 30/09/2022	Total Y2	01/07/2023 - 30/09/2023	01/01/2024 - 31/03/2024	Total Y3	Grand Total	% of Grand Total
LI	\$50,578,814	\$50,578,814	\$58,445,487	\$69,438,109	\$127,883,596	\$178,462,410	89.2 %
Central TB Division	\$50,578,814	\$50,578,814	\$58,445,487	\$69,438,109	\$127,883,596	\$178,462,410	89.2 %
SR	\$7,197,791	\$7,197,791	\$7,102,237	\$7,276,015	\$14,378,252	\$21,576,043	10.8 %
Humana People to People India	\$1,094,299	\$1,094,299	\$1,191,274	\$1,239,290	\$2,430,564	\$3,524,863	1.8 %
ICMR-NIRT	\$2,991,539	\$2,991,539	\$2,987,224	\$3,276,280	\$6,263,504	\$9,255,043	4.6 %
Society For Promotion of Youth and Masses	\$513,251	\$513,251	\$492,556	\$505,255	\$997,810	\$1,511,061	0.8 %
Tata Institute of Social Sciences	\$1,560,470	\$1,560,470	\$1,361,823	\$1,175,175	\$2,536,998	\$4,097,468	2.0 %
TCI Foundation	\$1,038,232	\$1,038,232	\$1,069,361	\$1,080,016	\$2,149,377	\$3,187,609	1.6 %
Grand Total	\$57,776,605	\$57,776,605	\$65,547,724	\$76,714,124	\$142,261,848	\$200,038,453	100.0 %