

The Minister of Public Health and Population
Ministry of Public Health and Population
The Republic of Yemen

21 February 2018

Decision Letter: Request for Gavi support for Tetanus and Diphtheria and additional Pentavalent Vaccines

Your Excellency,

In view of the expanding diphtheria outbreak and exceptional situation in Yemen, I would like to inform you that Gavi, in line with its Fragility, Emergencies and Refugees (FER) policy approved by the Board in June 2017, has approved the funding of 2.1 million doses of additional pentavalent vaccine and has agreed to exceptionally fund 7.7 million doses of Tetanus – diphtheria (Td) as specified in the Appendices to this letter.

The Appendices include the following important information:

Appendix A: Financial and Programatic information – Support for Pentavalent Vaccine, Supplementary Immunisation Activities

Appendix B: Financial and Programatic information – Support for Tetanus Diphtheria Vaccine, Supplementary Immunisation Activities

Appendix C: Financial and Programatic information – Support for Injection Safety Devices

Appendix D: Description of Gavi support to Yemen

Appendix E: Gavi Terms and Conditions

Please do not hesitate to contact my colleague Dr Rehan Hafiz at rhafiz@gavi.org if you have any questions or concerns.

Yours sincerely,



Hind Khatib-Othman
Managing Director, Country Programmes

cc: The EPI Manager
WHO Country Representative
UNICEF Country Representative
WHO Regional Office
UNICEF Regional Office
UNICEF Programme Division
UNICEF Supply Division

Decision Letter

Yemen - Support for Pentavalent Vaccine, Supplementary Immunisation Activities

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen		
2. Grant number: 18-YEM-04f-A		
3. Date of Decision Letter: 21/02/2018		
4. Date of the Partnership Framework Agreement: Not applicable		
5. Programme title: Pentavalent Campaign, Supplementary Immunisation Activities		
6. Vaccine type: Pentavalent		
7. Requested product presentation and formulation of vaccine: DTP-HepB-Hib, 10 doses per vial, LIQUID		
8. Programme duration¹: 2018		
9. Programme Budget (indicative):		
	2018	Total²
Programme Budget (US\$)	1,849,000	1,849,000
10. Vaccine introduction grant (in US\$): Not applicable.		
11. Indicative annual amounts:³		
Type of supplies to be purchased with Gavi funds in each year	2018	
Number of Pentavalent vaccines doses	2,100,000	
Annual Amounts (US\$)	1,849,000	
12. Procurement agency: UNICEF.		
13. Self-procurement: Not applicable.		
14. Co-financing obligations: Not applicable		
15. Operational support for campaigns: Not applicable		
16. Additional reporting requirements: Not applicable		
Reports and other information	Due dates	
Country shall submit the final report of post campaign survey and financial report to Gavi.	31 December	
In accordance with applicable Gavi processes, Country shall report on programmatic and financial performance.	To be agreed with Secretariat	
17. Financial clarifications: Not applicable		
18. Other conditions: Campaign monitoring, before, during and after, is a mandatory condition.		

Signed by,



On behalf of Gavi
 Hind Khatib-Othman
 Managing Director, Country Programmes
 21 February 2018

¹ This is the entire duration of the Programme.

² This is the total amount endorsed by Gavi for the entire duration of the Programme.

³ This is the amount that Gavi has approved.

Decision Letter

Yemen - Support for Tetanus Diphtheria Vaccine, Supplementary Immunisation Activities

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen		
2. Grant number: 18-YEM-39a-A		
3. Date of Decision Letter: 21/02/2018		
4. Date of the Partnership Framework Agreement: Not applicable		
5. Programme title: Tetanus Diphtheria Supplementary Immunisation Activities		
6. Vaccine type: Tetanus Diphtheria		
7. Requested product presentation and formulation of vaccine: Tetanus Diphtheria, 10 doses per vial, LIQUID		
8. Programme duration⁴: 2018		
9. Programme Budget (indicative):		
	2018	Total⁵
Programme Budget (US\$)	1,339,000	1,339,000
10. Vaccine introduction grant (in US\$): Not applicable.		
11. Indicative annual amounts:⁶		
Type of supplies to be purchased with Gavi funds in each year	2018	
Number of vaccines doses	7,700,000	
Annual Amounts (US\$)	1,339,000	
12. Procurement agency: UNICEF.		
13. Self-procurement: Not applicable.		
14. Co-financing obligations: Not applicable.		
15. Operational support for campaigns: Not applicable.		
16. Additional reporting requirements: Not applicable.		
Reports and other information	Due dates	
Country shall submit the final report of post campaign survey and financial report to Gavi.	31 December	
In accordance with applicable Gavi processes, Country shall report on programmatic and financial performance.	To be agreed with Secretariat	
17. Financial clarifications: Not applicable.		
18. Other conditions: Campaign monitoring, before, during and after, is a mandatory condition.		

Signed by,



On behalf of Gavi
Hind Khatib-Othman
Managing Director, Country Programmes
21 February 2018

⁴ This is the entire duration of the Programme.

⁵ This is the total amount endorsed by Gavi for the entire duration of the Programme.

⁶ This is the amount that Gavi has approved.

Decision Letter
Yemen - Support for Injection safety devices – Supplementary Immunisation Activities

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen		
2. Grant number: 18-YEM-32a-A		
3. Date of Decision Letter: 21/02/2018		
4. Date of the Partnership Framework Agreement: Not applicable.		
5. Programme title: Injection safety devices ⁷		
6. Programme duration⁸: 2018		
7. Programme Budget (indicative): (subject to the terms of the partnership framework agreement, if applicable)		
	2018	Total⁹
Programme Budget (US\$)	414,000	414,000
8. Indicative Annual Amounts:¹⁰		
TOTAL injection safety devices to be purchased with Gavi funds in each year		2018
Number of AD syringes		9,135,700
Number of safety boxes		100,525
Annual Amounts for injection safety devices for all Gavi vaccines (US\$)		414,000
Injection safety devices to be purchased with Gavi funds in each year, <u>by type of support</u>		
New Vaccine Support (NVS), DTP-HepB-Hib, 10 doses per vial, LIQUID,Catch-up campaign Eligibility		2018
Number of AD syringes		1,957,700
Number of safety boxes		21,550
Annual Amounts for injection safety devices for Vaccine (US\$)		89,000
New Vaccine Support (NVS), Tetanus Diphtheria,Catch-up campaign Eligibility		2018
Number of AD syringes		7,178,000
Number of safety boxes		78,975
Annual Amounts for injection safety devices for Vaccine (US\$)		325,000
9. Procurement agency: UNICEF.		
10. Self-procurement: Not applicable.		
11. Co-financing obligations: Not applicable.		

Signed by,



On behalf of Gavi
Hind Khatib-Othman
Managing Director, Country Programmes
21 February 2018

⁷ This does not include vaccines.

⁸ This is the entire duration of the Programme.

⁹ This is the total amount endorsed by Gavi for the entire duration of the Programme.

¹⁰ This is the amount that Gavi has approved.

Description of Gavi support to Yemen (the “Country”)

New Vaccines Support (NVS)

Gavi, The Vaccine Alliance has approved the Country’s request for supply of vaccine doses and related injection safety material which are estimated to be required for the immunization programme as set out in Appendix E. Financing provided by Gavi for vaccines will be in accordance with:

- The Gavi Guidelines governing Country’s proposal application; and
- The final proposal as approved by the Independent Review Committee (IRC), including any subsequent clarifications.

The vaccines provided will be used as the country has proposed. The principles of the WHO-UNICEF-UNFPA joint statement on safety of injections (WHO/V&B/99.25) shall apply to all immunisation provided with these vaccines.

Any required taxes, customs, toll or other duties imposed on the importation of vaccines and related supplies cannot be paid for using Gavi funds.

The Country shall be solely responsible for any liability that may arise in connection with: (i) the implementation of any programmes in the Country; and (ii) the use or distribution of vaccines and related supplies after title to such supplies has passed to the Country. Gavi shall not be responsible for providing any additional funding to replace any vaccines and related supplies that are, or became, defective or disqualified for whatever reason.

Gavi support will only be provided if the Country complies with the following requirements:

Transparency and Accountability Policy (TAP): Compliance with any TAP requirements pursuant to the Gavi TAP Policy and the requirements under any Aide Memoire concluded between Gavi and the country.

Financial Statements & External Audits: Compliance with the Gavi requirements relating to financial statements and external audits.

Grant Terms and Conditions: Compliance with Gavi’s standard grant terms and conditions (attached in Appendix E).

Monitoring and reporting: Country’s use of financial support for the introduction of new vaccinations with the vaccine(s) specified in Appendix A is subject to strict performance monitoring. Gavi uses country systems for monitoring and auditing performance and other data sources including WHO/UNICEF immunisation coverage estimates. As part of this process, National Authorities will be requested to monitor and report on the numbers of children immunized and on co-financing of the vaccine.

Country will report on the achievements and request support for the following year on the Gavi country portal. The portal must contain information on the number of children reported to have been vaccinated with DTP3 and 3 doses of pentavalent vaccine by age 12 months, based on district monthly reports reviewed by the Immunisation Coordination Committee (ICC), and as reported to WHO and UNICEF in the annual Joint Reporting Form (JRF).

Gavi Terms and Conditions

Countries will be expected to sign and agree to the following Gavi terms and conditions in the application forms, which may also be included in a grant agreement to be agreed upon between Gavi and the country:

FUNDING USED SOLELY FOR APPROVED PROGRAMMES

The applicant country ("Country") confirms that all funding provided by Gavi for this application will be used and applied for the sole purpose of fulfilling the programme(s) described in this application. Any significant change from the approved programme(s) must be reviewed and approved in advance by Gavi. All funding decisions for this application are made at the discretion of the Gavi Board and are subject to IRC processes and the availability of funds.

AMENDMENT TO THIS PROPOSAL

The Country will notify Gavi if it wishes to propose any change to the programme(s) description in this application. Gavi will document any change approved by Gavi, and this application will be amended.

RETURN OF FUNDS

The Country agrees to reimburse to Gavi all funding amounts that are not used for the programme(s) described in this application. The country's reimbursement must be in US dollars and be provided, unless otherwise decided by Gavi, within sixty (60) days after the Country receives Gavi's request for a reimbursement and be paid to the account or accounts as directed by Gavi.

SUSPENSION/ TERMINATION

Gavi may suspend all or part of its funding to the Country if it has reason to suspect that funds have been used for purpose other than for the programmes described in this application, or any Gavi-approved amendment to this application. Gavi retains the right to terminate its support to the Country for the programmes described in this application if a misuse of Gavi funds is confirmed.

ANTICORRUPTION

The Country confirms that funds provided by Gavi shall not be offered by the Country to any third person, nor will the Country seek in connection with this application any gift, payment or benefit directly or indirectly that could be construed as an illegal or corrupt practice.

AUDITS AND RECORDS

The Country will conduct annual financial audits and share these with Gavi as requested. Gavi reserves the right, on its own or through an agent, to perform audits or other financial management assessment to ensure the accountability of funds disbursed to the Country.

The Country will maintain accurate accounting records documenting how Gavi funds are used. The Country will maintain its accounting records in accordance with its government-approved accounting standards for at least three years after the date of last disbursement of Gavi funds. If there is any claims of misuse of funds, Country will maintain such records until the audit findings are final. The Country agrees not to assert any documentary privilege against Gavi in connection with any audit.

CONFIRMATION OF LEGAL VALIDITY

The Country and the signatories for the government confirm that this application is accurate and correct and forms a legally binding obligation on the Country, under the Country's law, to perform the programmes described in this application.

CONFIRMATION OF COMPLIANCE WITH GAVI TRANSPARENCY AND ACCOUNTABILITY POLICY

The Country confirms that it is familiar with Gavi Transparency and Accountability Policy (TAP) and will comply with its requirements.

ARBITRATION

Any dispute between the Country and Gavi arising out of or relating to this application that is not settled amicably within a reasonable period of time, will be submitted to arbitration at the request of either Gavi or the Country. The arbitration will be conducted in accordance with the then-current UNCITRAL Arbitration Rules. The parties agree to be bound by the arbitration award, as the final adjudication of any such dispute. The place of arbitration will be Geneva, Switzerland. The language of the arbitration will be English.

For any dispute for which the amount at issue is US\$ 100,000 or less, there will be one arbitrator appointed by Gavi. For any dispute for which the amount at issue is greater than US \$100,000 there will be three arbitrators appointed as follows: Gavi and the Country will each appoint one arbitrator, and the two arbitrators so appointed will jointly appoint a third arbitrator who shall be the chairperson.

Gavi will not be liable to the country for any claim or loss relating to the programmes described in this application, including without limitation, any financial loss, reliance claims, any harm to property, or personal injury or death. Country is solely responsible for all aspects of managing and implementing the programmes described in this application.

USE OF COMMERCIAL BANK ACCOUNTS

The eligible country government is responsible for undertaking the necessary due diligence on all commercial banks used to manage Gavi cash-based support, including HSS, ISS, CSO and vaccine introduction grants. The undersigned representative of the government confirms that the government will take all responsibility for replenishing Gavi cash support lost due to bank insolvency, fraud or any other unforeseen event.