

DECISION LETTER FOR VACCINE SUPPORT

This Decision Letter sets out the Programme Terms

1. Country: Republic of Ghana																			
2. Vaccines Grant Number: 1314-GHA-19b-X Cash Support Grant Number: 1314-GHA-24a-Y																			
3. Decision Letter no: 1																			
4. Date of the Partnership Framework Agreement: Not applicable																			
5. Programme Title: HPV Demonstration Programme																			
6. Vaccine type: HPV																			
7. Preferred product presentation and formulation of vaccine: HPV quadrivalent, 1 dose(s) per vial, LIQUID																			
8. Programme Duration¹: 2013 – 2014																			
9. Programme Budget (indicative): <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 15%;">2013</th> <th style="width: 15%;">2014</th> <th style="width: 20%;">Total²</th> </tr> </thead> <tbody> <tr> <td>HPV vaccines (US\$)</td> <td style="text-align: right;">\$111,000</td> <td style="text-align: right;">\$101,000</td> <td style="text-align: right;">\$212,000</td> </tr> <tr> <td>Cash (\$)</td> <td style="text-align: right;">\$170,000</td> <td style="text-align: right;">\$25,000</td> <td style="text-align: right;">\$195,000</td> </tr> <tr> <td>Total Programme Budget (US\$)</td> <td style="text-align: right;">\$281,000</td> <td style="text-align: right;">\$126,000</td> <td style="text-align: right;">\$407,000</td> </tr> </tbody> </table>		2013	2014	Total ²	HPV vaccines (US\$)	\$111,000	\$101,000	\$212,000	Cash (\$)	\$170,000	\$25,000	\$195,000	Total Programme Budget (US\$)	\$281,000	\$126,000	\$407,000			
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11. Indicative Annual Amounts:³ <i>Vaccines</i> <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Type of supplies to be purchased with GAVI funds in each year</th> <th style="width: 20%;">2013</th> <th style="width: 20%;">2014</th> </tr> </thead> <tbody> <tr> <td>Number of HPV vaccines doses</td> <td style="text-align: right;">21,538</td> <td style="text-align: right;">19,580</td> </tr> <tr> <td>Number of AD syringes</td> <td style="text-align: right;">22,873</td> <td style="text-align: right;">20,699</td> </tr> <tr> <td>Number of safety boxes</td> <td style="text-align: right;">300</td> <td style="text-align: right;">300</td> </tr> <tr> <td>Annual Amounts (US\$)</td> <td style="text-align: right;">\$111,000</td> <td style="text-align: right;">\$101,000</td> </tr> </tbody> </table> <i>Cash support:</i> <table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 70%;">Cash Support by year</td> <td style="width: 30%; text-align: right;">2013</td> </tr> <tr> <td>Annual Amounts (US\$)</td> <td style="text-align: right;">\$170,000</td> </tr> </tbody> </table>	Type of supplies to be purchased with GAVI funds in each year	2013	2014	Number of HPV vaccines doses	21,538	19,580	Number of AD syringes	22,873	20,699	Number of safety boxes	300	300	Annual Amounts (US\$)	\$111,000	\$101,000	Cash Support by year	2013	Annual Amounts (US\$)	\$170,000
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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. This should be equal to the total of all sums in the table.

³ This is the amount that GAVI has approved. Please amend the indicative Annual Amounts from previous years if that changes subsequently.

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12. Procurement agency: UNICEF								
13. Self-procurement: Not applicable								
14. Co-financing obligations: Not applicable								
15. Operational support for campaigns: Not applicable								
16. Documents to be delivered for future disbursements: The Country shall deliver the following documents by the specified due dates as part of the conditions to the approval and disbursements of the future Annual Amounts. Further details can be found in the HPV Guidelines for Applications 2012.								
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17. Clarifications: Not applicable								
18. Other conditions: GAVI will disburse USD 170,000 in the first year. In the second year, GAVI will disburse USD 25,000 if the Country satisfies the following conditions: (i) the report of the feasibility assessment of adolescent health interventions has a conclusion that the interventions are feasible; and (ii) the Country has submitted description of the process by which the HPV vaccine delivery strategy will be modified and the steps required in planning and implementation with the district(s) and staff involved.								

Signed by

Hind A. Khatib

On behalf of the GAVI Alliance

Hind Khatib-Othman
Managing Director, Country Programmes

Date:

11/02/13

GAVI Alliance Terms and Conditions

Countries will be expected to sign and agree to the following GAVI Alliance 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 the GAVI Alliance 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 the GAVI Alliance. All funding decisions for this application are made at the discretion of the GAVI Alliance Board and are subject to IRC processes and the availability of funds.

AMENDMENT TO THIS PROPOSAL

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

RETURN OF FUNDS

The Country agrees to reimburse to the GAVI Alliance, 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 the GAVI Alliance, within sixty (60) days after the Country receives the GAVI Alliance's request for a reimbursement and be paid to the account or accounts as directed by the GAVI Alliance.

SUSPENSION/ TERMINATION

The GAVI Alliance 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 Alliance-approved amendment to this application. The GAVI Alliance retains the right to terminate its support to the Country for the programmes described in this application if a misuse of GAVI Alliance funds is confirmed.

ANTICORRUPTION

The Country confirms that funds provided by the GAVI Alliance 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 the GAVI Alliance, as requested. The GAVI Alliance 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 Alliance 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 Alliance 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 the GAVI Alliance 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 THE GAVI ALLIANCE TRANSPARANCY AND ACCOUNTABILITY POLICY

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

ARBITRATION

Any dispute between the Country and the GAVI Alliance 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 the GAVI Alliance 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 the GAVI Alliance. For any dispute for which the amount at issue is greater than US \$100,000 there will be three arbitrators appointed as follows: The GAVI Alliance 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.

The GAVI Alliance 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.