



GAVI/13/174/sc/pe

Minister of Health
Ministry of Health and Social Welfare
P.O. Box 10 – 9009
1000 Monrovia 10
Liberia

09 April 2013

Dear Minister,

Liberia's Proposal to the GAVI Alliance

I am writing in relation to Liberia's proposal to the GAVI Alliance for New Vaccines Support for Pneumococcal vaccine, which was submitted to the GAVI Secretariat in August 2012.

Following a meeting of the GAVI Executive Committee (EC) on 15 February 2013 to consider the recommendations of the Independent Review Committee (IRC), I am pleased to inform you that Liberia has been approved with clarifications for Pneumococcal vaccine support.

In relation to your proposal for Pneumococcal vaccine, Liberia has provided a satisfactory response to the clarifications that were required by the IRC.

The country will co-finance the procurement of Pneumococcal vaccine in accordance with the GAVI co-financing policy, and the terms and conditions of this letter.

As mentioned in our earlier communication on 13 November 2012, the global supply of pneumococcal vaccine will not meet all country requirements in the short term. This is due to an unprecedented demand for the vaccines and the lead time required by manufacturers to increase vaccine production. In order to increase available supplies, a pneumococcal vaccine tender is underway; therefore we are currently unable to confirm when the first shipment of the vaccine will be available. Please note that the first shipment of vaccine is not expected to be available until late 2014. We expect to send you a further update on the status of supply in the third quarter of 2013. Please note that once the timing of supplies is confirmed and an introduction date is agreed, a decision letter will be issued with the number of doses to be funded by GAVI, as well as the co-financing amounts.

For your information, this document contains the following important attachments:

Appendix A: A summary of the IRC Report

Appendix B: The terms and conditions of GAVI Alliance support

GAVI Alliance

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The GAVI Alliance has recently sent a new Partnership Framework Agreement (PFA) designed to improve the ease and efficiency for countries to understand the GAVI requirements, all in one clear and standardised document.

Please do not hesitate to contact my colleague Par Eriksson - periksson@gavialliance.org if you have any questions or concerns.

Yours sincerely,



Hind Khatib-Othman
Managing Director, Country Programmes

cc: The Minister of Finance
 The Director of Medical Services
 Director Planning Unit, MoH
 The EPI Manager
 WHO Country Representative
 UNICEF Country Representative
 Regional Working Group
 WHO HQ
 UNICEF Programme Division
 UNICEF Supply Division
 The World Bank

IRC NVS COUNTRY REPORTGeneva, 8th – 19th October 2012

Type of support requested: NVS
Vaccines requested: Pneumococcal

Previous condition:

Provide a revised cMYP costing tool (Excel) taking into account the submitted vaccine introduction plan, using the revised birth cohort and specifying realistic targets and drop-out rates.

Review of the response:

Liberia have provided a revised cMYP costing tool which takes into account a revised birth cohort but still specifies unrealistic targets. The estimate of the size of the birth cohort is less than the number of children immunized each year with Penta vaccine. As a result, Liberia's estimate of Penta coverage for recent years and for next year is likely to be close to or even greater than 100%. This is not consistent with best estimates.

Vaccine: Pneumococcal
Recommendation: Approval with clarifications

Clarifications:

Please work with local partners and suitable technical assistance to clarify the following issues:

1. Please clarify the target set for PCV coverage during the first year of PCV support.

Rationale: The target specified in the proposal (85% for 2013) is not consistent with the best estimates of current immunization coverage. For example, the country response of November 2011 concluded that Penta 3 coverage in 2009 was close to 69% as shown by a coverage survey. Subsequent administrative statistics suggest that the coverage has dropped from the level achieved in 2009.

2. Please clarify the estimate of the target population.

Rationale: The latest estimate of the proposed target population (the latest version of the cMYP costing tool estimates that there will be 119,188 surviving infants in 2013) is not consistent with the number of infants recently immunized. As noted in the recent clarifications provided from Liberia "*It has been observed the new targets (are lower than Pental in previous years.*" Hence, with the latest estimate of the number of surviving infants, the estimates of coverage with Penta and other childhood vaccines will be unrealistically high.

Note to GAVI: With the latest documentation provided for the proposal, the amount of vaccine requested for 2013 will be about 34% greater than is needed based upon JRF estimates (101,310 infants proposed to be vaccinated versus 75,425 infants likely to be vaccinated). Conversely, the Vaccination Introduction Grant, if calculated on the basis of the proposed birth cohort, will be about 25% less than would justified by JRF's estimate of the birth cohort (US\$ 102,198 based on the proposed estimates vs. US\$ 140,555 based on JRF estimates).

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.