

GAVI ALLIANCE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement” means the contract between (i) Gavi and (ii) the Service Provider constituted by the Service Provider countersignature of the Letter and includes the Letter¹, Annex 1², these General Conditions³ and any documentation attached or appended to the Letter by Gavi;

“Billable Workday” a billable workday is an eight (8) hour period in a calendar day spent working on a Gavi contract that can be charged to Gavi according to an agreed upon daily rate. Periods of less than a full Billable Workday shall be charged proportionately unless otherwise agreed;

“Commencement Date” means the start date of the Agreement as set out in Annex 1;

“Confidential Information” means:

- (a) all information and data which is acquired from or made available (directly or indirectly) by Gavi or Gavi's representatives however conveyed or presented unless explicitly noted by Gavi not to be confidential, including but not limited to any information or document relating to Gavi's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to the Agreement or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- (c) anything marked as confidential and any other information notified by or on behalf of Gavi to the Service Provider as being confidential;

¹ The Letter is the cover letter for each Services Agreement. It is the signature page and it includes the name of the Service Provider and general information relating to the Services Agreement.

² Annex 1 contains the scope of services, fees and expenses for each Services Agreement.

³ These General Conditions include Gavi General Terms and Conditions of Contract for Services (Annex 2), Gavi Code of Conduct (Annex 3) and Gavi Privacy Notice (Annex 4).

(d) any copy of any of the information described in (a), (b), or (c), above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), or (c), above (howsoever made);

“Contract Designee” means the individual notified by the Service Provider and Gavi respectively as being the contact point for the other Party for matters relating to the Agreement or such replacement as may be notified by such Party from time to time. At the commencement of the Agreement the individuals identified in Annex 1 shall be the Contract Designee for each Party;

“Dispute” means any dispute, conflict or disagreement arising out of or in connection with the Agreement;

“Expenses” means any expenses incurred by the Service Provider in relation to this Agreement which the Service Provider is entitled to invoice Gavi in respect of in accordance with the terms of the Annex 1 and these General Conditions;

“Expiry Date” means the date for expiry of the Agreement as set out in the Annex 1;

“Fees” means the costs and/or charges for the performance of the Services by the Service Provider as specified in Annex 1, excluding any Expenses;

“Gavi” means the Gavi Alliance, a non-profit foundation registered in the canton of Geneva (IDE CHE-113.029.605) with offices at Chemin du Pommier 40, 1218 Le Grand-Saconnex, Switzerland;

“General Conditions” means these terms and conditions;

“Good Industry Practice” means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services to customers of a substantially similar size and nature as Gavi;

“Intellectual Property Rights” means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property

rights which subsist in computer software, computer programs, websites, including the “look and feel” of any websites;

“Letter”	means the document from Gavi to the Service Provider to be signed by both Parties indicating their agreement to both the specific terms (Annex 1) and these General Conditions, to which these General Conditions are appended;
“Party”	means the Service Provider or Gavi (as appropriate) and “Parties” shall mean both;
“Purchase Order Number”	means Gavi’s unique number relating to the provision of the Services as detailed in the purchase order to be provided to the Service Provider following receipt by Gavi of the Service Provider’s countersigned copy of the Letter;
“Scope of Services”	means the specification for the Services (including as to description and quality and any Work Product to be provided) as specified in the Annex 1;
“Service Provider”	means the party named as the Service Provider in the Letter and any related Annexes;
“Services”	means the services to be supplied by the Service Provider to Gavi under the Agreement and includes provision of all Work Product detailed to be provided as part of the Services under the Scope of Services (if any);
“Staff”	means all directors, officers, employees, agents, consultants, and contractors of the Service Provider and/or of any sub-contractor of the Service Provider engaged in the performance of the Service Provider’s obligations under the Agreement;
“Term”	means the period from the start date of the Agreement set out in Annex 1 to the Expiry Date as such period may be extended in accordance with clause 5.2 or terminated before the Expiry Date in accordance with the terms and conditions of the Agreement;
“VAT”	means such value added tax as may be applicable in any jurisdictions which may be relevant to the Agreement;
“Vendor Information Form”	means the Gavi Form used by suppliers and contractors to provide Gavi with contact details to facilitate setting up on vendors in Gavi, bank account details, and other information needed for purposes of making payments for services provided;
“Work Product”	means the work product / deliverables to be supplied by the Service Provider to Gavi, under the Agreement as part of the Services (if any);

“Working Day” means:

- (a) where the Services have been procured by Gavi’s office in Geneva, Switzerland, a day (other than a Saturday or Sunday) on which banks are open for business in Geneva, Switzerland; or
- (b) where the Services have been procured by Gavi’s office in Washington DC, United States, a day (other than a Saturday or Sunday) on which banks are open for business in Washington DC, United States.

For the purposes of this definition, unless otherwise stated in this Agreement, the location of the Gavi office procuring the Agreement shall be deemed to be the same as the location of the office in which the Gavi Contract Designee identified in the Agreement is based.

1.2 In these General Conditions, unless the context otherwise requires:

- (a) references to numbered clauses are references to the relevant clause in these General Conditions;
- (b) the headings to the clauses of these General Conditions are for information only and do not affect the interpretation of the Agreement; and
- (c) the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

2.1 The Letter constitutes an offer by Gavi to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Letter shall be deemed to be accepted by the Service Provider on receipt by Gavi of a copy of the Letter countersigned by the Service Provider within fourteen (14) days of the date of the Letter.

3 WARRANTIES AND REPRESENTATIONS

3.1 In accepting this Agreement, the Service Provider warrants and represents that:

- (a) it is not currently under investigation for, nor has been otherwise declared ineligible to provide services to Gavi because of, findings of fraudulent, corrupt, collusive, or coercive practices;
- (b) to the best of its knowledge, it has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or

resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts;

- (c) without prejudice to (a) and (b), it is not currently subject to nor aware of circumstances that provide reasonable prospect that it shall be subject to in future, any form of sanctions, financial or otherwise by the UN, the EU or any Government including the Government of the United Kingdom or United States of America, and the Service Provider shall inform Gavi via email at procurement@gavi.org immediately in the event that it is subject to any form of sanctions;
- (d) it will take all reasonable measures to prevent its Staff from sexually abusing, exploiting, or harassing any person and will take robust and prompt action to address any such behaviour including reporting to appropriate national authorities as required and to the extent that it relates to the Agreement, immediately report any such behaviour to Gavi;
- (e) it is not involved in child abuse or any activities that encourage child abuse and does not encourage or use child labour, use any form of forced or compulsory labour, prohibit freedom of association or the right to collective bargaining or otherwise violate internationally recognised standards for human rights and labour in the conduct of business; and
- (f) it complies with internationally recognised standards related to environmental sustainability.

4 PROVISION OF SERVICES

4.1 In consideration of Gavi's agreement to pay the Fees and Expenses, the Service Provider shall provide the Services to Gavi for the Term subject to and in accordance with the terms and conditions of the Agreement.

4.2 In providing the Services the Service Provider shall:

- (a) co-operate with Gavi in all matters relating to the provision of Services and comply with all Gavi's instructions using reasonable endeavours to promote Gavi's interests; and
- (b) comply with all applicable laws.

4.3 In providing the Services, the Service Provider shall:

- (a) perform the Services with all reasonable care, skill, and diligence in accordance with Good Industry Practice in the Service Provider's sector, industry, profession, or trade;
- (b) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Service Provider's obligations are fulfilled in accordance with the Agreement;
- (c) ensure that the Services shall conform with all descriptions and specifications set out in the Scope of Services;
- (d) not do or allow anything to be done that would, or would be likely to, bring Gavi into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

4.4 The Service Provider shall provide any Work Product comprised within the Services in accordance with the Scope of Services. The Service Provider warrants, represents, undertakes, and guarantees that Work Product supplied under the Agreement shall:

- (a) be free from defects including design defects (manifest or latent);
- (b) be of satisfactory quality and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Work Product;
- (c) conform with the specifications (including any Scope of Services), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Service Provider, or on behalf of, the Service Provider; and
- (d) be fit for any purpose held out by the Service Provider or made known to the Service Provider by Gavi expressly or by implication, and in this respect Gavi relies on the Service Provider's skill and judgement. The Service Provider acknowledges and agrees that the approval by Gavi of any drafts or designs provided by the Service Provider shall not relieve the Service Provider of any of its obligations under this sub-clause.

4.5 The Service Provider understands that there may be additions, deletions, or other changes to the Scope of Services during the term of the Agreement where required by Gavi. Where such changes are non-material (i.e., can be accommodated by the Service Provider without incurring additional cost) the Service Provider shall accept such changes where requested by Gavi. Where such changes are material (i.e., would result in the

Service Provider incurring additional cost) the Parties shall work in good faith to agree any amendment to the Fees and Expenses appropriate to reflect the requested change, calculated on the same principles as used in determining the original Fees and Expenses. Any changes agreed under this clause 4.5 shall be documented in writing in accordance with clause 24.5.

- 4.6 Unless otherwise explicitly stated in this Agreement, the Service Provider shall be solely responsible for obtaining any permits, licences, permissions, consents, approvals certificates and authorisations that are required for the performance of its obligations under the Agreement. For the avoidance of doubt, this shall include any work permits which the Service Provider may be required to obtain to perform the Services in the location(s) specified in the Agreement.

5 TERM

- 5.1 The Agreement shall take effect on the Commencement Date and shall expire on the Expiry Date stated in Annex 1 unless it is otherwise extended in accordance with clause 5.2 or terminated before the Expiry Date in accordance with the terms and conditions of the Agreement.
- 5.2 Gavi may extend the Agreement by giving notice in writing to the Service Provider prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

6 CANCELLATION

- 6.1 Gavi shall have the right to cancel its order for the Services, or any part of the Services, which have not yet been performed. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, Gavi shall pay such Fees and Expenses or that part of the Fees and Expenses for Services which have been performed or, on the deemed date of service of the notice of cancellation, are already in transit/process of being performed and the costs of materials which the Service Provider has purchased to fulfil the order for the Services and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt Gavi shall not be liable for any loss of anticipated profits or any consequential loss.

7 PROPERTY AND GUARANTEE OF TITLE

- 7.1 Without prejudice to any other rights or remedies of Gavi, title and risk in any Work Product shall pass to Gavi upon receipt and acceptance of such Work Product by Gavi.
- 7.2 The Service Provider warrants that:
- (a) it has full clear and unencumbered title to all the Work Product;

- (b) at the date of provision of any of the Work Product it shall have full and unrestricted right, power, and authority to sell, transfer and deliver all the Work Product to Gavi; and
- (c) on receipt and acceptance, Gavi shall acquire a valid and unencumbered title to the Work Product.

8 FEES AND EXPENSES, PAYMENT AND RECOVERY OF SUMS DUE

- 8.1 The Fees and Expenses for the Services shall be as set out in Annex 1 and shall be the full and exclusive payment to the Service Provider in respect of the provision of the Services. Unless otherwise agreed in writing by Gavi, the Fees and Expenses shall include every cost and expense of the Service Provider directly or indirectly incurred in connection with the performance of the Services.
- 8.2 All amounts stated are exclusive of VAT, services tax or any sales or uses taxes which shall be charged at the prevailing rate where applicable. Gavi shall, where applicable and following the receipt of a valid invoice providing detail of such taxes, pay to the Service Provider a sum equal to the relevant taxes chargeable in respect of the Services.
- 8.3 Save where taxes are properly billable to Gavi in accordance with applicable law, Gavi will not be responsible for any foreign, federal, state, or local taxes arising out of or in connection with the provision of the Services under the Agreement, including without limitation, any taxes imposed in connection with any net or gross income, or upon any Service Provider property. Save for such taxes as may be properly billable to Gavi, the Service Provider shall indemnify and hold Gavi harmless from any such taxes, tax penalties, interest or additions to tax that are asserted or assessed against Gavi in relation to the Agreement.
- 8.4 Where the Service Provider is entitled to be paid Expenses under the terms of the Annex 1, such amounts shall only be paid by Gavi where such Expenses have been agreed in advance in writing (whether pursuant to Annex 1 or otherwise). The Service Provider shall, where requested by Gavi, provide such documentary evidence as Gavi may reasonably require to demonstrate that the Expenses have been validly incurred in accordance with the terms of the Agreement. For the avoidance of doubt and without prejudice to Clause 18.3, any travel related Expenses must be compliant with Gavi's Travel and Expense Rules & Procedures for non-Gavi employees shared by Gavi upon the Service Provider's request.
- 8.5 Any total value for Expenses referred to in Annex 1 shall be considered an indicative forecast only and shall be without prejudice to the obligation to have agreed such expenses in advance and demonstrate that they have been validly incurred pursuant to clause 8.4.

- 8.6 Prior to issue of any invoices, the Service Provider shall provide such information as Gavi may reasonably require in order to register the Service Provider on its payment systems (including proof of identity and bank details).
- 8.7 The Service Provider shall send any invoices to Gavi by email to apayable@gavi.org.
- 8.8 In each invoice issued to Gavi the Service Provider shall include the relevant Purchase Order Number and breakdown of the Services supplied in the invoice period (including any information required pursuant to clause 8.4 in respect of expenses) as well as appropriate banking details in order to allow for payment to be made.
- 8.9 In consideration of the provision of the Services by the Service Provider Gavi shall endeavour to pay the Service Provider the invoiced amounts no later than 30 (thirty) calendar days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number and appropriate banking details. Gavi may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 8.10 The Service Provider shall not suspend the provision of the Services due to any non-payment by Gavi. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.
- 8.11 If any sum of money is recoverable from or payable by the Service Provider under the Agreement (including any sum which the Service Provider is liable to pay to Gavi in respect of any breach of the Agreement), that sum may be deducted unilaterally by Gavi from any sum then due, or which may come due, to the Service Provider under the Agreement or under any other agreement or contract with Gavi. The Service Provider shall not be entitled to assert any credit, set-off or counterclaim against Gavi in order to justify withholding payment of any such amount in whole or in part.

9 PREMISES AND EQUIPMENT

- 9.1 Where necessary (in the opinion of Gavi acting reasonably), Gavi shall provide the Service Provider with reasonable access at reasonable times to its premises for the purpose of providing the Services. All equipment, tools and vehicles brought onto Gavi's premises by the Service Provider or the Staff shall be at the Service Provider's risk.
- 9.2 If the Service Provider supplies all or any of the Services at or from Gavi's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Service Provider shall vacate Gavi's premises. The Service Provider shall be solely responsible for making good any damage to Gavi's premises or any objects contained on Gavi's premises which is caused by the Service Provider or any Staff, other than fair wear and tear.

- 9.3 If the Service Provider supplies all or any of the Services at or from its premises or the premises of a third party, Gavi may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 9.4 Where all or any of the Services are supplied from the Service Provider's premises, the Service Provider shall, at its own cost, comply with all security requirements specified by Gavi in writing.
- 9.5 Without prejudice to clause 4.3(e), any materials and/or equipment provided by Gavi for the purposes of the Agreement shall remain the property of Gavi and shall be used by the Service Provider and the Staff only for the purpose of carrying out the Agreement. Such materials and/or equipment shall be returned promptly to Gavi on expiry or termination of the Agreement.
- 9.6 The Service Provider shall reimburse Gavi for any loss or damage to the materials and/or equipment (other than deterioration resulting from normal and proper use) caused by the Service Provider or any Staff. Materials and/or equipment supplied by Gavi shall be deemed to be in a good condition when received by the Service Provider or relevant Staff unless Gavi is notified otherwise in writing within five (5) Working Days.
- 9.7 If Gavi reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Service Provider:
- (a) refuse admission to the relevant person(s) to Gavi's premises;
 - (b) direct the Service Provider to end the involvement in the provision of the Services of the relevant person(s); and/or
 - (c) require that the Service Provider replace any such staff under this clause with another suitably qualified staff and ensure that any security pass issued by Gavi to the replaced staff is surrendered;

and the Service Provider shall comply with any such notice. For the purposes of this clause, it shall be reasonable for Gavi to consider Staff unsuitable to undertake work in respect of the Agreement where such Staff are not fluent in English or are unable to travel for Gavi business freely without restriction (to the extent such matters are relevant to the performance of the Service Provider's obligations under this Agreement).

- 9.8 The Service Provider shall:
- (a) if requested, provide Gavi with a list of the names and addresses (and any other relevant information) of all persons who may require admission to Gavi's premises in connection with the Agreement; and

- (b) procure that all Staff comply with any rules, regulations and requirements reasonably specified by Gavi.
- 9.9 For the purposes of the Agreement, the Service Provider shall be considered an independent contractor of Gavi and the Service Provider and (if applicable) its Staff shall not be considered employees. Accordingly, Gavi is not obliged to pay any wages, salary, sickness, or holiday pay. The Service Provider shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of its Staff. The Service Provider shall ensure that equivalent provisions to this clause are contained in its terms with its Staff.
- 9.10 Gavi may, at any time during the Term, request that the Service Provider provide the information which demonstrates how the Service Provider or its Staff comply with clause 9.9 or why clause 9.9 does not apply to the Service Provider or its Staff. Gavi has a right to terminate the Agreement if:
 - (a) the Service Provider fails to provide the information in response to the request within a reasonable time or the information provided is inadequate to demonstrate compliance with clause 9.9;
 - (b) the specified information requested was not provided within the specified period; or
 - (c) the information provided demonstrates that the Service Provider or its Staff are not complying with terms of clause 9.9.

10 ASSIGNMENT AND SUB-CONTRACTING

- 10.1 The Service Provider shall not without the written consent of Gavi (not to be unreasonably withheld or refused) assign, sub-contract, novate or in any way dispose of the benefit and / or the burden of the Agreement or any part of the Agreement. Gavi may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Service Provider shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own and the Service Provider shall remain responsible for performance of all obligations of the Agreement unless otherwise explicitly agreed by Gavi in advance.
- 10.2 Service Provider shall ensure that the procurement of goods and/or services (including through sub-contractors) is carried to maximise competition among eligible suppliers and service providers. Service Provider shall document the selection process and provide Gavi with access to the documents upon request by Gavi. Service Provider shall carry out procurement with integrity and ensure value for money.
- 10.3 Where Gavi has consented to the placing of sub-contracts the Service Provider shall:

- (a) incorporate obligations and require warranties of the sub-contractor on the same terms as those imposed on the Service Provider pursuant to the Agreement; and
 - (b) where requested by Gavi, send copies of each sub-contract, to Gavi as soon as is reasonably practicable.
- 10.4 Gavi may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Service Provider provided that such assignment, novation, or disposal shall not increase the burden of the Service Provider's obligations under the Agreement.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in any materials provided by Gavi to the Service Provider for the purposes of the Agreement shall remain the property of Gavi but Gavi hereby grants the Service Provider a royalty-free, non-exclusive, and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Service Provider to perform its obligations under the Agreement.
- 11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Service Provider pursuant to the Agreement or arising as a result of the provision of the Services (including any Work Product) shall vest in Gavi. If, and to the extent that, the ownership of any Intellectual Property Rights in such materials vest in the Service Provider by operation of law, the Service Provider hereby assigns ownership of such Intellectual Property Rights to Gavi by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 Gavi hereby grants the Service Provider a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Service Provider pursuant to the Agreement and any Intellectual Property Rights arising as a result of the provision of the Services (including any Work Product) as required until termination or expiry of the Agreement for the sole purpose of enabling the Service Provider to perform its obligations under the Agreement.
- 11.4 Without prejudice to clause 11.2, the Service Provider hereby grants Gavi a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Service Provider on the date of the Agreement or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which Gavi reasonably requires in order to exercise its rights and take the benefit of the Agreement including Services (including any Work Product) provided.

11.5 The Service Provider agrees to take such actions and enter into such documentation and/or agreements in order to give effect to the provisions of this clause 11 (Intellectual Property Rights).

11.6 The Service Provider shall indemnify, and keep indemnified, Gavi in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by Gavi as a result of or in connection with any claim made against Gavi for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the provision or use of the Services (including any Work Product), to the extent that the claim is attributable to the acts or omission of the Service Provider or any Staff.

12 RECORDS

12.1 The Service Provider shall keep and maintain until seven (7) years after the expiry or termination of the Agreement, or as long a period as may be agreed between the Parties in writing, full and accurate records of the Agreement including the Services supplied under it and all payments made by Gavi. The Service Provider shall on request afford Gavi or Gavi's representatives such access to those records as may be reasonably requested by Gavi in connection with the Agreement.

13 CONFIDENTIALITY AND PUBLICITY

13.1 Subject to clause 13.2, the Service Provider shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of Gavi; and
- (b) not use or exploit Gavi's Confidential Information in any way except for the purposes anticipated under the Agreement.

13.2 Notwithstanding clause 13.1, the Service Provider may disclose Confidential Information:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers; and/or
- (d) to Staff on a need-to-know basis to enable performance of the Service Provider's obligations under the Agreement provided that the Service Provider shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause

13.2(d) shall observe the Service Provider's confidentiality obligations under the Agreement.

13.3 Gavi seeks to promote transparency and the sharing of information. Without prejudice to clause 11 (Intellectual Property Rights), unless otherwise agreed between the parties in writing, Gavi shall not be required to treat any information which is provided to it by the Service Provider as being confidential or subject to restrictions regarding its onward disclosure. Gavi shall therefore be free to share, disclose or otherwise make available such information as it considers appropriate.

13.4 The Service Provider shall not and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way on any platform, or media including social media, except with the prior written consent of Gavi.

14 INDEMNITY

14.1 Without prejudice to any other indemnity or obligation under the Agreement, the Service Provider shall indemnify Gavi and its present and former officers, directors, employees, and agents and hold it and them harmless from and against any costs, damages and fees incurred by Gavi and them, including but not limited to legal fees and expenses in connection with any: (a) negligence or wilful misconduct by Service Provider; or (b) any breach or alleged breach of the Service Provider's representations, warranties or promises in the Agreement.

15 LIABILITY

15.1 Neither Party shall be liable to the other Party for any for any:

- (a) indirect loss or damage;
- (b) special loss or damage; and/or
- (c) consequential loss or damage.

16 INSURANCE

16.1 Without prejudice to Gavi's other rights under the Agreement, the Service Provider shall, during the Term, take out and maintain with reputable insurers such policies of insurance as may be required under the Scope of Services or otherwise as may be appropriate in accordance with Good Industry Practice to insure the Service Provider against all manner of risks that might arise out of the acts or omissions of the Service Provider or otherwise in connection with the Service Provider's performance of its obligations under the Agreement. Such insurances may include, without limitation, insurances in respect of the following risks:

- (a) employer's liability and any other insurances required by applicable law;
- (b) professional indemnity insurance;
- (c) product liability cover;
- (d) loss, damage, or destruction of any of Gavi's property under the custody and control of the Service Provider; and
- (e) public liability insurance.

16.2 On request, the Service Provider shall submit to Gavi documentary evidence that any such insurance remains properly maintained.

16.3 The Service Provider shall:

- (a) not by its acts or omissions cause any insurance cover or policy to become void or voidable; and
- (b) immediately notify Gavi in writing of any cancellation notice received from any insurer or of any material change in cover type or amount.

17 TERMINATION

17.1 Either party may terminate the Agreement at any time by notice in writing to the other Party to take effect on any date falling at least one (1) month (or, if the Agreement is less than three (3) months in duration, at least ten (10) Working Days) later than the date of service of the relevant notice.

17.2 Without prejudice to any other right or remedy it might have, Gavi may terminate the Agreement by written notice to the Service Provider with immediate effect if the Service Provider:

- (a) (without prejudice to clause 17.2(d)), is in material breach of any obligation under the Agreement which is not capable of remedy;
- (b) repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within thirty (30) calendar days of the Service Provider receiving notice specifying the breach and requiring it to be remedied;
- (d) breaches any of the provisions of clauses 9.8, 13 and 18;

- (e) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Service Provider (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Service Provider's assets or business, or if the Service Provider makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.2(e)) in consequence of debt in any jurisdiction; or
- (f) fails to comply with legal obligations in the fields of environmental, social, or labour law or is placed on a "watch list" relating to commission of anti-terrorism, corruption, bribery, or anti-money laundering related offences or is otherwise subject to sanctions, financial or otherwise, from one or more of the UN, the EU or any other national government or government department or agency.

17.3 For the purposes of clauses 17.2(a) and 17.2(c), "material breach" shall be considered to mean a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:

- (a) a substantial portion of the Agreement; or
- (b) any of the obligations set out in clauses 3, 4, 7, 10, 11, 12, 16, 19, 20, 22 and/or 24,

over the Term. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake, or misunderstanding.

17.4 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3, 4.3, 9.1, 9.2, 9.5, 9.6, 11, 12.1, 13, 14, 17.6, 20.3, 21, 22, 23 and 24 or any other provision of the Agreement that either expressly or by implication has effect after termination.

17.5 Subject to clause 17.4, neither Party shall be liable to the other for any costs, damages or other liabilities arising solely from termination of the Agreement in accordance with its terms.

17.6 Upon termination or expiry of the Agreement, the Service Provider shall:

- (a) give all reasonable assistance to Gavi and any incoming supplier of the Services; and
- (b) return all requested documents, information, and data to Gavi as soon as reasonably practicable.

18 COMPLIANCE

- 18.1 The Service Provider shall promptly notify Gavi of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. Gavi shall promptly notify the Service Provider of any health and safety hazards which may exist or arise at Gavi's premises and which may affect the Service Provider in the performance of its obligations under the Agreement.
- 18.2 The Service Provider shall:
- (a) comply with all Gavi's health and safety measures while on Gavi's premises; and
 - (b) notify Gavi immediately in the event of any incident occurring in the performance of its obligations under the Agreement on Gavi's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 18.3 The Service Provider shall comply with Gavi's Code of Conduct contained in Annex 3.

19 ANTI-DISCRIMINATION AND EQUALITY

- 19.1 The Service Provider shall comply with all anti-discrimination and equality requirements from time to time in force under applicable law. The Service Provider shall provide any information Gavi requires to determine whether the Service Provider is complying with these codes of practice.
- 19.2 The Service Provider shall ensure that all its Staff feel equally valued, appreciated, included, empowered and safe regardless of their age, disability, ethnicity, national origin, family status, sex, gender identity or expression, language, organization function, physical characteristics, race, religion, spirituality, sexual orientation, or any intersecting aspect that makes them unique.
- 19.3 The Service Provider shall ensure that it maintains effective whistle-blowing policies whereby its employees may raise in confidence concerns about possible malpractice without fear of victimisation, discrimination, or disadvantage.

20 PREVENTION OF FRAUD AND CORRUPTION

- 20.1 The Service Provider shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 20.2 The Service Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Service Provider (including its shareholders,

members and directors) in connection with the Agreement and shall notify Gavi immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

- 20.3 If the Service Provider or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Agreement or any other contract with Gavi, Gavi may:
- (a) terminate the Agreement and recover from the Service Provider the amount of any loss suffered by Gavi resulting from the termination, including the cost reasonably incurred by Gavi of making other arrangements for the provision of the Services and any additional expenditure incurred by Gavi throughout the remainder of the Agreement; or
 - (b) recover in full of the Service Provider any other loss sustained by Gavi in consequence of any breach of this clause.

21 DISPUTE RESOLUTION

- 21.1 The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of the Agreement.
- 21.2 If a Dispute arises between Gavi and the Service Provider during the Term in relation to any matter which cannot be resolved by local operational management either Party may refer the matter for determination in accordance with the procedure set out in clause 21.3.
- 21.3 A Dispute referred for determination under clause 21.2 shall be resolved by referral in the first instance to the decision of the Contract Designee for each of the Parties.
- 21.4 If the Dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.3 then:
- (a) the Parties may resort to such alternative dispute resolution measures (including mediation) as they may agree; or
 - (b) either Party may require that such Dispute be settled through arbitration in accordance with the arbitration rules of the United Nations Commission of International Trade Law (UNCITRAL Arbitration rules) then current in force. The number of arbitrators shall be one (1) unless the Parties agree otherwise. The arbitration proceedings shall take place in Geneva. The language of the arbitration shall be English. The Parties agree to be bound by any award made by the arbitrator(s). Any award shall be final and not subject to any setting aside proceedings before any court.

22 DATA PROTECTION

22.1 Both Parties will comply with all requirements under applicable laws which may apply to them in relation to the processing of personal data in connection with this Agreement.

22.2 Without prejudice to the generality of Clause 22.1, the Service Provider shall ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of any personal data to Gavi and/or lawful collection of the personal data by the Service Provider on behalf of Gavi for the duration and purposes of this Agreement.

22.3 Without prejudice to the generality of Clause 22.1, the Service Provider shall:

- (a) process personal data in connection with the performance of its obligations under this Agreement only on the documented written instructions of Gavi unless the Service Provider is required by applicable law to otherwise process that personal data. Where the Service Provider is relying on applicable laws as the basis for processing such personal data, the Service Provider shall promptly notify Gavi of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Service Provider from so notifying Gavi;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Gavi on Gavi's reasonable request, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that anyone who may have access to the personal data is obliged to keep that personal data confidential; and
- (d) where the Agreement relates to personal data governed by the General Data Protection Regulation (EU 2016/679), not transfer any personal data outside of the European Economic Area unless the prior written consent of Gavi has been obtained and the following conditions are fulfilled:
 - (i) Gavi or the Service Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Service Provider complies with its obligations under any applicable laws to provide an adequate level of protection to any personal data that is transferred; and

- (iv) the Service Provider complies with reasonable instructions notified to it in advance by Gavi with respect to the processing of the personal data.
- (e) assist Gavi in responding to any request from a data subject and in ensuring compliance with Gavi's obligations under any applicable laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Gavi without undue delay on becoming aware of a personal data breach, such notification to include an email to itsecurity@gavi.org and procurement@gavi.org with details of the personal data breach in addition to contacting Gavi's Contract Designee in writing by email;
- (g) at the written direction of Gavi, delete or return personal data and copies thereof to Gavi on termination of this Agreement unless required by applicable law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause.

22.4 Gavi may, at any time, on not less than 30 days' notice, revise this Clause 22 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by agreement to amend this Agreement).

23 AUDIT AND INVESTIGATION

23.1 Each invoice paid by Gavi may be subject to audit by Gavi, or by other authorized and qualified agents of Gavi, at any time during the Term and for a period of five (5) years following the Expiry Date or prior termination of this Agreement. Gavi shall be entitled to a refund from the Service Provider for any amounts shown by such audits to have been paid by Gavi other than in accordance with the terms and conditions of this Agreement.

23.2 Gavi may conduct investigations relating to any aspect of this Agreement or the award thereof, the obligations performed under this Agreement, and the operations of the Service Provider generally relating to performance of this Agreement at any time during the Term and for a period of five (5) years following the Expiry Date or prior termination of this Agreement.

23.3 The Service Provider shall provide its full and timely cooperation with any such inspections, audits, or investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to Gavi access to the Service Provider's premises at reasonable

times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants, or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by Gavi in accordance with this Clause 23.

23.4 The provisions of this Clause 23 shall be without prejudice to Clauses 8.4, 9.3 and 12.

24 GENERAL

24.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences, and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

24.2 The Service Provider warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Services and comply with the terms of the Agreement.

24.3 The Service Provider must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Service Provider's obligations under the Agreement. The Service Provider must disclose to Gavi the particulars of any conflict of interest that arises.

24.4 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

24.5 The Agreement cannot be amended except in writing signed by a duly authorised representative of both the Parties.

24.6 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations, or understandings between them. The Parties confirm that they have not entered into the Agreement based on any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

24.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 24.8 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 24.9 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute, or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 24.10 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision shall, to the extent required, be severed from the Agreement, and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 24.11 Nothing in or related to the Agreement shall be deemed a waiver of any of the privileges and immunities of Gavi.
- 24.12 The Letter (and thereby the Agreement) may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 24.13 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.
- 24.14 The Parties agree that this Agreement may be signed by hand or electronically. When transmitted by facsimile, email, or other electronic methods, the signatures shall bind each party hereto as if they were original handwritten signatures and consequently have the same value for the purposes of validity, enforceability and admissibility.

25 NOTICES

- 25.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 25.3, e-mail to the address of the relevant Party set out in Annex 1 or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

25.3 Notices under clause 17 (*Termination*) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 25.1.

26 GOVERNING LAW AND JURISDICTION

26.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be interpreted, and applied in accordance with their true meaning and intended effect independently of any system of national law, whether federal or state law. If the arbitral tribunal constituted under clause 21.4(b) finds the terms of the Agreement to be ambiguous or unclear, then in those circumstances only, the arbitral tribunal may refer to and apply Swiss law as it deems appropriate.

ANNEX 3 – CODE OF CONDUCT

1.1 The purpose of this Code of Conduct (this “**Code**”) is to establish the standards of behaviour expected from all who work at Gavi and who provide goods and/or services to Gavi in order to effectively contribute to Gavi’s mission and objectives.

1.2 This Code applies to service providers, independent contractors/consultants and staff from a temporary staffing agent on contract with Gavi (“**Service Providers/Contractors**”).

1.3 All Service Providers/Contractors are required to comply with applicable national laws and regulations.

1.4 It is the responsibility of all Service Providers/Contractors to familiarize themselves with this Code. Violations of this Code may result in termination of their contract with Gavi.

1.5 Service Providers/Contractors are required to conduct business with integrity and due care towards their employees, contractors, Gavi employees, partners and external parties. This includes not accepting, without authorisation, from an external party in connection with their contract any gift, remuneration, favour or economic benefit which is more than a “token gift” i.e., of low value, such as chocolates, flowers etc.

1.6 Service Providers/Contractors must respond appropriately to any actual or perceived conflicts of interests. In particular, any actual or perceived conflict of interest (such as family relations or a financial interest) with Gavi, a supplier, service provider or business partner must be disclosed to the Director of Legal.

1.7 Service Providers/Contractors must treat their employees, contractors, Gavi employees, partners, and others with whom Gavi does business with respect, dignity, fairness and courtesy and without discrimination based on, race, colour, sex, nationality, ethnic origin, religion, civil status, sexual orientation, beliefs, disability, age, or medical condition.

1.8 Service Providers/Contractors shall not engage in sexual exploitation and abuse. This includes sexual activity with persons under the age of 18, regardless of majority or the age of consent locally, and the exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. Service Providers/Contractors must promote and create a culture that prevents sexual exploitation and sexual abuse.

1.9 All acts committed by Service Providers/Contractors that may be considered to be discriminatory, abusive, or harassing are prohibited and may result in termination of their contract with Gavi.

1.10 Service Providers/Contractors are required to conduct themselves in a responsible way that upholds the good reputation of Gavi, and not engage in any activity that could bring Gavi into disrepute, including by misrepresenting their functions or title.

1.11 All Gavi internal business-related information is confidential and should only be disclosed when appropriate approval to do so has been obtained or the information is made publicly available.

1.12 Service Providers/Contractors may not publish any work (including writings, video footage etc.) that has been produced in connection with, or that is related to, their assignment and functions for Gavi without obtaining the appropriate prior approval(s), unless stated otherwise in a binding agreement between the Service Provider/Contractor and Gavi.

ANNEX 4 – PRIVACY NOTICE

The Gavi Alliance (“**Gavi**”, “**We**”, or “**Us**”) strives to properly address applicable data protection requirements.

SCOPE

This privacy notice (“**Notice**”) provides contractors and suppliers with certain important information about how Gavi handles their personal data. Gavi is the primary data controller for processing of personal data.

TYPES OF DATA PROCESSED

Personal data processed includes the following types of data: Your name, address, nationality, telephone number, email address, company registration (or another analogous) number, bank account details, bankruptcy details and passport copy (in case of individual contractors).

PURPOSE OF DATA PROCESSING, LEGAL BASES, AND DISCLOSURES OF PERSONAL DATA

We will use your personal information for purposes of determining the terms on which we work for you, undertaking any ‘Know Your Client’ and anti-money laundering checks, administering your contract, and making payment to you for services you have provided to us.

Our legal basis to process your personal data includes processing that is necessary for the performance of our contract with you and our legitimate commercial and legal interests.

Only selected employees of Gavi, such as members of the Procurement, Finance and Legal teams, as well as the team to which you are providing the services have access to your personal data. Except as set out in this notice or as required by law, your personal data will not be supplied to any third party without your explicit authorisation.

RETENTION OF PERSONAL DATA

Personal data will be retained only for so long as reasonably necessary for the purposes set out above.

DATA SECURITY AND DATA INTEGRITY

Gavi maintains reasonable security measures to safeguard personal data from loss, interference, misuse, unauthorised access, disclosure, alteration, or destruction. Gavi also maintains reasonable procedures to help ensure that such data is reliable for its intended use and is accurate, complete, and current.

RIGHTS

You may be entitled, in accordance with applicable law, to object to or request restriction of processing of their personal data, and to request access to, rectification, erasure and portability of their own personal data. Requests should be submitted in writing to the address listed below in the “Contact Information” section.

If you are aware of changes or inaccuracies in his or her personal data, you should inform us of such changes so that the personal data may be updated or corrected.

CONTACT INFORMATION

You can raise any issues regarding the processing of your personal data by contacting procurement@gavi.org