Gavi
The Vaccine Alliance

Decision Letter

COVAX AMC Eligible Economies (the "Participant")

Covid-19 Vaccine Support - Humanitarian Buffer

The Participant has submitted an application to Gavi requesting to be allocated vaccine doses under the Humanitarian Buffer Dose Application. The IASC Decision Group has approved the Humanitarian Buffer Dose Application and Gavi hereby notifies the Participant of the terms of such approval and allocation.

This Decision Letter forms part of the Partnership Framework Agreement (the "PFA") and, together with the PFA and Covid-19 Vaccine Programme terms referred to at item 2, sets out the Terms for the Programme. Any term used in this Decision Letter but not defined shall have the meaning given to such term in the PFA].

The English language version of this Decision Letter shall prevail in the case of any conflict with terms expressed in any other language.

1. Country: The Republic of Uganda

2. Date of Decision Letter: 18 February 2022

3. Date of the PFA: 28 June 201

4. Programme title: COVAX Humanitarian Buffer

5. COVID-19 Vaccine Programme terms:

Terms of support are defined in:

- The PFA
- The COVAX Vaccine Request, including the Gavi Grant Terms and Conditions for COVAX AMC Group Participants, including the decision COVID-19 Vaccine Request Form (Part A and Part B) signed on 4 December 2020 and submitted to Gavi.
- The COVAX Facility Terms and Conditions for the AMC Group Participants.
- COVAX Facility Humanitarian Buffer Request Form signed on 21 October 2021 and submitted to Gavi (the "Humanitarian Buffer Dose Application")
- Humanitarian Buffer Dose Acceptance Notice
- The Humanitarian Buffer Terms and Conditions set out in the Annex attached to this letter
- Gavi's Transparency and Accountability Policy

6. Programme duration: As set out in the section titled "approximate timeframe for vaccination", in the Humanitarian Buffer Dose Application".

7. Humanitarian Buffer Allocation Amount (Approved):

This is the Amount of Approved Vaccines to be received from the Humanitarian Buffer.

Gavi Support	2022 (Humanitarian Buffer)	
Material	**Units**	**Total Cost (US$)**
J & J	840,000	
AD 0.5ml syringes	1,488,400	
Safety boxes	14,900	
Dose and diluent freight		
Total Gavi Vaccine Support (US$)		***6,542,620***

Gavi reserves the right to publish details of these allocations at its sole discretion.

8. Annual Amount (Indicative):

The Humanitarian Buffer Allocations are in addition to the "Annual Amount". In the context of the COVID-19 Vaccine Programme, the term "Annual Amount" as defined in the PFA covers: i) approved vaccine doses and costs for vaccines to be received from past Allocation Rounds; and ii) indicative future allocations that will take the total allocation up to an amount covering up to a certain amount of the population of the Participant, depending on vaccine presentations allocated and the inclusion of new vaccine presentations in the COVAX portfolio. As allocation rounds progress and actual allocations are made, the Annual Amount (indicative) will be revised, and the Participant will be notified of such updates.

Annual Amounts are subject to funding and vaccine availability and satisfactory performance by the Participant. Gavi shall use its reasonable endeavours to make available support to the Participant according to the amounts and timing notified in this Decision Letter. However, Gavi reserves the right to adjust the amount and timing of any disbursement of support and/or to disburse an amount that is different from the amount stated in this decision letter following the delivery to the Government of the Decision Letter. This may occur as a result of various reasons, including, without limitation, changes in the needs of the Participant, prequalification status of the vaccines and vaccine prices in the global market, vaccine supply availability, underlying assumptions made by Gavi when determining the Annual Amount, funding availability, changes in WHO SAGE guidance and oversupply or undersupply of vaccines to the Participant. Following such adjustment, Gavi shall notify the Government of such changes as soon as possible.

9. Clarification of financial and administrative records

The Participant will maintain its accounting records and any other supporting documentation in relation to Covid-19 vaccine support in accordance with internationally recognised accounting standards for at least five years after the date of last disbursement of Gavi funds. These shall be sufficient to establish and verify accurately the costs and expenditures under the Programmes. The Participant will maintain accurate records documenting how doses of Approved Vaccine, equipment and supplies are managed and disbursed as relevant.

10. Procurement agency:

UNICEF Supply Division and PAHO are the designated procurement agencies for the COVAX Humanitarian Buffer.

The Programme Funds shall be disbursed by Gavi to UNICEF Supply Division or PAHO, who shall act as the Participant's procurement agency, and the following provisions shall apply:

a) UNICEF and PAHO will conduct the procurement of vaccines and related supplies supported by Gavi according to the UNICEF's and PAHO rules and any relevant agreement concerning such procurement;

b) the Participant shall receive such supplies directly from UNICEF or PAHO, unless otherwise advised;

c) the Participant shall keep in contact with UNICEF or PAHO to understand the availability of the supplies and eventually to prepare the schedule of their deliveries; and

d) Gavi shall not be responsible for any consequences arising from the delay in procurement or delivery of vaccines and related supplies to the Participant.

11. Reporting and Audit requirements:

The Participants' Humanitarian Buffer Dose Application sets out the approved programme activities, which Gavi will use as reference to evaluate and monitor progress over the course of time. Participants will be required to complete and submit the Humanitarian Buffer Standard Reporting Form to Gavi. This reporting form must be completed and submitted within three months after the completion of the programme activities, or within nine months after the doses were received by the Participant, whichever date is earlier. Note that this reporting form is considered as supplementary to aggregate monthly reporting provided through the WHO-UNICEF COVID-19 Joint Reporting Form (eJRF) monthly module and is essential to facilitate more granular reporting specific to the Humanitarian Buffer. As such, Participants are expected to complete both. Participants will also be requested to engage in complementary monitoring, evaluation and learning activities related to their COVID-19 programmes.

Gavi may conduct an investigation and/or audit at any time in the participating territory through its own authorised representatives or agents to assess the proper use of Gavi provided vaccines or funds. The Participant shall cooperate fully in relation to any Gavi investigation and/or audit by providing a safe working environment; ensuring the personal safety of those conducting the investigation or audit; and, facilitating full and unhindered access at all times to all programme documentation, Government personnel and any premises where programme documents are held or programme activities have been undertaken.

The Government shall use its best endeavours to pursue any individuals or entities involved in illegal or unlawful activities in accordance with the laws of the Participant and inform Gavi on the outcome of any cases.

12. Other conditions:

The Participant is responsible for reception at the port of entry, customs clearance and for provision of a waiver of (or, in the absence of waiver, paying for) any taxes or other duties for each consignment of COVID-19 Vaccine. The Participant must provide UNICEF in advance with confirmation of such waivers or payments of taxes and duties, as well as Participant specific requirements for importation. The Participant is advised to pay special attention to proposed delivery modes and schedules agreed with the supplier and its local agent when initiating the deployment and commissioning of goods.

For the Gavi Alliance

By: _____

[Name], [Title] Aurélia Nguyen, Managing Director, Office of the COVAX Facility

[Date] 28 February 2022

Agreed and accepted on behalf of the Government of [Country]

PERMANENT SECRETARY
MINISTRY OF HEALTH

By: Diana Atmuri

[Name], [Title]

[Date] 24/2/2022

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Annex

Humanitarian Buffer Terms and Conditions

These "TERMS AND CONDITIONS FOR PARTICIPANTS DEPLOYING COVAX HUMANITARIAN BUFFER DOSES" set out the basis on which Participants will agree to procure vaccines from the Humanitarian Buffer (as defined below) through the COVID-19 Vaccine Global Access Facility (the "**COVAX Facility**" or "**Facility**").

DEFINITIONS

For purposes of these Humanitarian Buffer Terms and Conditions:

- "**Advance Purchase Commitment**" means an agreement between Gavi and a vaccine manufacturer, whereby Gavi commits to the purchase of a defined number of Approved Vaccines, if developed.
- "**Approved Vaccine**" means a vaccine against COVID-19 in respect of which Gavi has entered an Advance Purchase Commitment and which has WHO Prequalification, standard/conditional marketing authorisation or an emergency use authorisation in place from an SRA, or a WHO Emergency Use Listing, provided by Gavi pursuant to the Humanitarian Buffer.
- "**Coercive Practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- "**Collusive Practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- "**COVAX**" means the vaccines pillar of the Access to COVID-19 Tools (ACT) Accelerator.
- "**COVAX AMC**" means the COVAX Advance Market Commitment, a mechanism established to raise funding to enable Gavi to purchase vaccine doses for the COVAX AMC Eligible Economies through Official Development Assistance funding, as well as through support from foundations, private donors and concessional funds from multilateral development banks.
- "**COVAX AMC Eligible Economies**" means 80 low income and lower middle-income economies based on 2018 and 2019 World Bank GNI data and the 12 other World Bank IDA eligible economies (92 economies in total) eligible for COVAX AMC support.
- "**COVAX Partner**" means the Coalition for Epidemic Preparedness Innovations (CEPI), Gavi, United Nations Children's Fund (UNICEF) and the World Health Organisation (WHO).
- "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- "**Funds**" has the meaning given to such term in paragraph 4 (*Funding used solely for Approved Activities*) below.
- "**Humanitarian Buffer**" means the buffer of COVID-19 vaccine doses established by the COVAX Facility for Populations of Concern in humanitarian settings.
- "**Humanitarian Buffer Dose Acceptance Notice**" means the relevant notice sent by the COVAX Facility to notify the Participant that the IASC Decision Group has approved its application to be allocated vaccine doses from the Humanitarian Buffer and the terms of such approval.

- **"Humanitarian Buffer Terms and Conditions"** means these Terms and Conditions for Participants deploying Humanitarian Buffer doses.
- **"IASC Decision Group"** means the Inter-Agency Standing Committee Decision Group.
- **"Misappropriation"** means the use of Gavi financing or resources for an improper or unauthorised purpose, committed either intentionally or through reckless disregard.
- **"Misuse of Funds"** has the meaning given to such term in paragraph 19 (*Provision of Information*) below.
- **"Obstructive Practice"** means: (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede Gavi's investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice; (ii) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and/or (iii) acts intended to materially impede the exercise of Gavi's contractual rights of audit or access to information.
- **"Official Development Assistance"** means government aid designed to promote the economic development and welfare of developing countries.
- **"Organising Principles"** means the six underlying principles of the Humanitarian Buffer: equitable access, targeted deployment, measure of last resort, contextual parity, alignment with the overarching principles of the ACT-A COVAX Pillar, adherence to the humanitarian principles of humanity (namely neutrality, impartiality, independence, and "do no harm" for the oversight and implementation of the Humanitarian Buffer).
- **"PAHO"** means the Pan American Health Organization.
- **"Participant"** means any COVAX AMC Eligible Economies.
- **"Populations of Concern"** means the subset(s) of a population in a given territory to be vaccinated using doses from the Humanitarian Buffer.
- **"Procurement Agency"** means the United Nations Children's Fund (UNICEF) or PAHO.
- **"Prohibited Practice"** has the meaning given to such term in paragraph 19 (*Provision of Information*) below.
- **"SRA"** means a stringent regulatory authority as defined by reference to WHO's list of stringent regulatory authorities, as updated from time to time.
- **"WHO Emergency Use Listing (EUL)"** means an extraordinary process in the case of a public health emergency for the review of quality, safety and efficacy of unlicensed vaccines to provide guidance to interested United Nations procurement agencies and national regulatory authorities of relevant WHO member states.
- **"WHO Prequalification (PQ)"** means the prequalification service provided by WHO to assess the quality, safety and efficacy of medical products for priority diseases and which are intended for United Nations and international procurement to developing countries.

1. GOVERNANCE

Gavi's existing board (the "Gavi Board") will be responsible for overseeing the role of Gavi in the implementation of the Facility, including the COVAX Humanitarian Buffer, to ensure consistency with the mandate given to it.

2. REPORTING AND ACCOUNTABILITY

Participants must ensure that all support received from the Facility is managed in a transparent and

systems that include appropriate oversight mechanisms and that the support is used in accordance with the purposes for which it is provided.

Participants are required to report back on programmatic performance and implementation through the Humanitarian Buffer Standard Reporting Template (https://www.gavi.org/covax-facility#covax-humanitarian-buffer) and contribute to learning activities that support Gavi's Humanitarian Buffer Learning Agenda (to be defined by the COVAX Facility). See paragraph 20 (*Audits and Records)* below for more details on auditing and recording requirements.

3. HUMANITARIAN BUFFER ALLOCATION DECISION PROCESS

The Gavi Board has delegated allocation decision-making in relation to the Humanitarian Buffer to a decision-making body under the Inter-Agency Standing Committee's (IASC) Emergency Directors Group (EDG). This process has been designed to ensure that humanitarian experts are involved in decision-making and the prioritization of doses, and that judgements on the feasibility of delivery to Populations of Concern are made by those with experience of vaccination campaigns in humanitarian settings. The IASC Decision Group comprises of experts from IASC entities and reports to the Gavi Board and IASC EDG. The IASC Decision Group approves applications to the Humanitarian Buffer and specifies the number of doses being allocated. The decision-making is based on a minimum set of decision criteria and guided by the Organising Principles.

The IASC Decision Group is supported by the COVAX Joint Allocation Taskforce (JAT). The JAT ensures the critical alignment of Humanitarian Buffer allocation decisions with 'standard' country allocations and serves as Humanitarian Buffer Secretariat. The JAT ensures that applications for the Humanitarian Buffer doses meet a set of minimum viability criteria, monitors the supply available to the Humanitarian Buffer and is responsible for communicating the decisions of the IASC Decision Group to the applicant and onwards for implementation.

4. FUNDING USED SOLELY FOR APPROVED ACTIVITIES

The Participant agrees that any funding provided by Gavi under the Humanitarian Buffer (the "**Funds**") and Approved Vaccine provided by Gavi will be used and applied for the sole purpose of fulfilling the activities described in the Humanitarian Buffer Dose Acceptance Notice.

Any significant change from the approved activities must be reviewed and approved in advance by the IASC Decision Group.

5. RETURN OF FUNDS

The Participant agrees to reimburse to Gavi all funding amounts (i.e., any cash or the value of any equipment, supplies or Approved Vaccine) that Gavi, in its sole discretion, determines not to have been used for the activities described in its Humanitarian Buffer Dose Acceptance Notice or otherwise misused. The Participant's reimbursement must be in US dollars and be provided, unless otherwise decided by Gavi, within sixty (60) days after the Participant receives Gavi's request for a reimbursement and be paid to the account or accounts as directed by Gavi.

6. SUSPENSION / TERMINATION

Gavi may suspend all or part of its funding or Approved Vaccine allocation to the Participant if it has reason to suspect that Funds, equipment, supplies or Approved Vaccine have been misused or used for a purpose

other than for the activities described in the Humanitarian Buffer Dose Acceptance Notice, or any amendment to the Humanitarian Buffer Dose Acceptance Notice. Gavi retains the right to terminate its support to the Participant for the activities described in its Humanitarian Buffer Dose Acceptance Notice if a misuse of Funds, equipment, supplies or Approved Vaccine is confirmed.

7. NON-FINANCIAL CONSIDERATIONS OF ALL PARTICIPANTS

Any Approved Vaccine doses will be purchased by or on behalf of the Participant from manufacturers on the basis of the Advance Purchase Commitments. All relevant national policies, procedures, regulations and laws of the Participant shall remain matters for the individual Participants. To enable the smooth operation of the Facility and prevent undue delay in the shipment of Approved Vaccine doses, Participants, where possible under national laws, should ensure the following:

- No interference in movement of Approved Vaccine and medical supplies required for vaccine administration from domestic manufacturers to intended recipient Participants or to the COVAX AMC Eligible Economies;
- Contributions of national surveillance, vaccine impact studies, safety data, and laboratory data on COVID-19 and SARS-CoV-2 to global information repositories such as the WHO Global Health Observatory Data Repository or other systems;
- Commitment to fund delivery for COVID-19 vaccines. Participants must plan for and secure funding for delivery strategies that ensure safe and timely delivery of COVID-19 vaccines to relevant Populations of Concern;
- Vaccine security. Once Participants have taken legal title of any vaccines, immunisation supplies or other products supplied through the COVAX Facility, they are responsible for putting suitable security arrangements in place to ensure the safekeeping and physical security of such items; and
- Participants are required to organise procurement of devices (even in cases when these might be funded by Gavi), which are available through the Procurement Agency.

8. SAFEGUARDING

The Participant will take all reasonable measures:

- to prevent its personnel and implementing partners from sexually abusing or exploiting any person; and
- to prohibit its personnel and implementing partners from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

The Participant will take robust and prompt action to address any credible allegations of such behaviour, including reporting it to competent authorities, as appropriate, and, to the extent that it relates to any obligations under these Humanitarian Buffer Terms and Conditions or the Humanitarian Buffer Dose Acceptance Notice, keeping Gavi informed of steps taken, and subject to not compromising the safety, security, privacy and due process rights of any concerned individuals.

For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person.

9. PHARMACOVIGILANCE

The Participant agrees to (i) notify the relevant manufacturer, in writing, as soon as reasonably possible, of any information received by it on the occurrence of any unexpected adverse events, or an unexpected

events, with respect to the use of the Approved Vaccine allocated from the Humanitarian Buffer, and (ii) comply with any other pharmacovigilance requirements of the relevant manufacturer. The Participant will furthermore be responsible for transmitting any such information to the appropriate regulatory authorities and Gavi.

10. LIABILITY

To the fullest extent permitted by law, neither Gavi, any other COVAX Partner, nor any Procurement Agency will be liable to the Participant, and the Participant shall not bring a claim or action against Gavi, any other COVAX Partner, nor any Procurement Agency for any claim or loss of whatever nature relating to the use or administration of any Approved Vaccine or activities described in the Humanitarian Buffer Dose Acceptance Notice, including without limitation, any financial loss, reliance claims, any harm to property, or personal injury or death. The Participant is solely responsible for all aspects of managing and implementing the activities described in its Humanitarian Buffer Dose Acceptance Notice.

Neither Gavi, nor any donors to the COVAX AMC, any Procurement Agency, distributors, vaccinators nor other stakeholders (including the other COVAX Partners) make any assessment, representation or warranty as to the safety, efficacy or suitability of the Approved Vaccine which is allocated to the Participant. On this basis, the Participant acknowledges that neither Gavi, nor any donors to the COVAX AMC, any Procurement Agency, distributors, vaccinators nor other stakeholders (including the COVAX Partners) shall have any liability to the Participant or any third parties in respect of the use or administration of any Approved Vaccine provided pursuant to the Humanitarian Buffer Dose Acceptance Notice and these Humanitarian Buffer Terms and Conditions (including any claim relating to, or arising from, inadequate warnings regarding the Approved Vaccine).

As between Gavi and the Participant, the Participant shall be solely responsible for any liability that may arise in connection with: (i) the implementation of any activities by the Participant; and (ii) the use, administration or distribution of Approved Vaccines allocated and distributed to the Participant, and related equipment and supplies after title to such Approved Vaccines, equipment and supplies has passed to the Participant.

11. INDEMNIFICATION

The Participant agrees to indemnify and hold harmless Gavi, any donors to the COVAX AMC, any other COVAX Partner, any Procurement Agency, distributors, vaccinators or other stakeholders against any claims and liabilities, including legal fees and costs, which may be made, filed or assessed against Gavi, any donors to the COVAX AMC, and other COVAX Partner, any Procurement Agency, distributors, vaccinators or other stakeholders on account of any bodily injury, illness, suffering, disease or death caused by the use or administration of the Approved Vaccine, equipment or supplies by the Participant.

Participants will be responsible for deployment and use of Approved Vaccines within their territories and assuming any liability associated with such use and deployment.

Prior to shipping Approved Vaccines, vaccine manufacturers will require Participants to provide an indemnity for all damages relating to or arising from the use and administration of the vaccine within the jurisdiction of the Participant. The Facility would expect that indemnification would not apply if an injury associated with the Approved Vaccine resulted from wilful misconduct or gross negligence of the manufacturer or from a defect in the Approved Vaccine due to non-compliance with, for example, terms of the marketing authorisation or current good manufacturing practices.

Some vaccine manufacturers may require other protections against product liability claims, such as, for the Participant to have a no-fault compensation scheme in place or legislative limitations on liability. Understanding that Participants would have different domestic laws with respect to these issues, and that what works for one Participant may not work for another, the Facility will be transparent with Participants on the manufacturer requirements on these issues and will work with Participants on the best approach to liability and indemnity issues.

12. NO REPLACEMENT OF DEFECTIVE PRODUCT

Neither Gavi, any Procurement Agency, distributors, vaccinators or other stakeholders (including the COVAX Partners) shall be responsible for any defect in Approved Vaccines and related supplies. Neither Gavi, any Procurement Agency, distributors, vaccinators or other stakeholders (including the COVAX Partners) shall be responsible for providing any additional funding to replace any Approved Vaccines and related equipment or supplies that are, or became, defective or disqualified for whatever reason at any time.

13. FAILURE TO SUPPLY

Neither Gavi, any Procurement Agency, distributors, vaccinators or other stakeholders (including the COVAX Partners) will be liable or held responsible for any delay or failure in the supply of any Approved Vaccine or related equipment or supplies as a result of force majeure or act by government or other authorities that may prevent or restrict the delivery of the Approved Vaccine, equipment or supplies or that may preclude or restrict the free movement of the Approved Vaccine, equipment or supplies to the agreed site of delivery.

14. NO EXPORTATION

The doses of Approved Vaccines made available to Participants pursuant to the Humanitarian Buffer Dose Acceptance Notice shall not be exported outside of the territory or territories described in the Humanitarian Buffer Dose Acceptance Notice.

15. NO RESALE

The doses of Approved Vaccine, equipment and supplies supplied pursuant to the Humanitarian Buffer Dose Acceptance Notice to Participants will not be sold but will only be provided to the Populations of Concern as described in the Humanitarian Buffer Dose Acceptance Notice free of charge.

16. INSURANCE

Unless otherwise agreed with Gavi, the Participant shall maintain, where available at a reasonable cost, all risk property insurance on Approved Vaccines and related equipment and supplies with financially sound and reputable insurance companies. The insurance coverage will be consistent with that held by similar entities engaged in comparable activities. In any case, the Participant will be solely financially responsible for the replacement of any damaged or missing Approved Vaccines, equipment and/or related supplies.

17. ANTI-CORRUPTION

The Participant confirms that if any Funds or Approved Vaccine are provided by Gavi pursuant to the Humanitarian Buffer , such Funds or doses of Approved Vaccine shall not be offered by the Participant to any third person for the purposes of receiving any benefit directly or indirectly, nor will the Participant seek in connection with its Humanitarian Buffer Dose Acceptance Notice, any gift, payment or benefit directly or indirectly that could be construed as an illegal or corrupt practice.

18. ANTI-TERRORISM AND MONEY LAUNDERING

The Participant confirms that if any Funds are provided by Gavi, such Funds shall not be used to support or promote violence, war or the suppression of the general populace of any territory, aid terrorists or their activities, conduct money laundering or fund organisations or individuals associated with terrorism or that

are involved in money-laundering activities, or to pay or import goods, if such payment or import, to the Participant's knowledge or belief, is prohibited by the United Nations Security Council.

19. PROVISION OF INFORMATION

If any Funds are provided by Gavi, the Participant shall inform Gavi upon becoming aware of any credible suspicions of any Misappropriation, Fraudulent Practice, Corrupt Practice, Coercive Practice, Collusive Practice or Obstructive Practice (each, a "**Prohibited Practice**"). Further, if Gavi has reason to suspect that any Funds have been used for purposes other than the activities as set out in the Humanitarian Buffer Dose Acceptance Notice, whether due to (i) non-compliance with these Humanitarian Buffer Terms and Conditions or (ii) the Participant's engagement in a Prohibited Practice (each a "**Misuse of Funds**"), Gavi may, where permitted by law, inform the Participant. Gavi may also undertake an investigation (on its own behalf, or in conjunction with a third party), appoint an independent third party to investigate or refer the matter to the appropriate authorities. If, following the completion of any investigation, Gavi determines that the Participant has engaged in the Misuse of Funds or a Prohibited Practice, Gavi may suspend all or part of its Funds. If Gavi notifies the Participant of its concern that the Participant has engaged in the Misuse of Funds or a Prohibited Practice, the Participant shall cooperate in good faith with Gavi and its representatives in determining whether such a violation has occurred and shall respond promptly and in reasonable detail to any such notice from Gavi, and shall, upon Gavi's request, furnish documentary support for such response.

20. AUDITS AND RECORDS

The Participant shall permit Gavi and/or its designated representatives to audit it:

- from time to time to confirm the Participant's compliance with these Humanitarian Buffer Terms and Conditions; and

- at any time if Gavi reasonably believes that the Participant is in breach of these Humanitarian Buffer Terms and Conditions or that audit is required by applicable law.

The Participant shall ensure it provides all reasonable assistance to and cooperates with such audits. The Participant shall provide access to its premises, personnel and copies of any relevant information.

21. COMPLIANCE WITH GAVI POLICIES

The Participant should familiarise itself with all Gavi policies, guidelines and processes, including without limitation the Transparency and Accountability Policy (TAP), the Safeguarding Policy and the Gender Policy and comply with the requirements therein. All policies, guidelines and processes are available on Gavi's official website and/or sent to the Participant.

22. CONFIDENTIALITY

When information provided in the context of the Humanitarian Buffer is described by the party providing it as confidential, the Participant will take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided. The receiving party undertakes to disclose any such confidential information only to persons or collaborators who have a need to know and who are bound by like obligations of confidentiality and restrictions on use as contained herein. However, without prejudice to any other provision under these Humanitarian Buffer Terms and Conditions, there will be no obligation of confidentiality or restriction on use where:

- the information is publicly available, or becomes publicly available, otherwise than by action of the receiving party; or
- the information was already known to the receiving party (as evidenced by its written records) prior to its receipt from the disclosing party; or
- the information was received from a third party not in breach of an obligation of confidentiality owed to the disclosing party; or
- the information is disclosed to any relevant third party for the purposes of paragraph 19 (*Provision of Information*) and paragraph 20 (*Audits and Records*) above; or
- the information is required to be disclosed by applicable law or by order of a competent court or public authority, provided that notice is promptly delivered to the disclosing party in order to provide it with the opportunity to challenge or limit the disclosure obligations, to the extent practical under the circumstances, and provided that such disclosure shall, where possible, be made subject to appropriate obligations of confidentiality (provided always, however, that nothing contained herein shall be construed as a waiver of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction).

23. USE OF COMMERCIAL BANK ACCOUNTS

The Participant is responsible for undertaking the necessary due diligence on all commercial banks used to manage Gavi cash-based support. The Participant confirms that it will take all responsibility for replenishing Gavi cash support lost due to bank insolvency, fraud or any other unforeseen event.

24. LANGUAGE

The English language version of these Humanitarian Buffer Terms and Conditions shall prevail if there is a conflict between the English language version and a translated version.