

Decision Letter

Kenya

COVID-19 Vaccine Delivery Support

This Decision Letter sets out the Programme Terms of a Programme

This Decision Letter forms part of the Partnership Framework Agreement (the "PFA") and together with the PFA sets out the applicable terms of the Programme (the "Programme Terms") and the Programme, including the grant and the COVID-19 CDS programme set out in this Decision Letter shall be governed by the Programme Terms. 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:	Kenya
2. Grant number:	KEN-COVID19-CDS
3. Date of Decision Letter:	14 August 2023
4. Date of Partnership Framework Agreement:	25 November 2014
5. Programme title:	COVID-19 Vaccine Delivery Support (CDS)
6. COVID-19 CDS programme terms:	<p>The aim of the CDS funding window is to support the country's successful roll-out and scale up of COVAX-funded doses while also strengthening health systems and immunisation programmes as specified in:</p> <ul style="list-style-type: none"> -The relevant Gavi CDS funding window guidance - please contact your Senior Country Manager for this document. -Gavi's Transparency and Accountability Policy (TAP)¹
7. Programme duration:	2021-2023
8. Annual Amounts: (subject to the terms of the Partnership Framework Agreement)	

This is the total amount approved by Gavi for the entire duration of the programme, estimated to be disbursed under the Programme. Annual amounts are defined as per section 4.1 of the PFA. Any requested adjustments to the Annual Amounts will be subject to Gavi approval.

The Annual Amounts in this Decision Letter represent an initial CDS disbursement to support immediate needs. The country may apply for additional support under this funding window based on their needs and gaps to support the delivery of Covid-19 vaccines, as per the procedure outlined in the Gavi CDS funding window guidance. Should such support be approved at a later date, a further Decision Letter with respect to any additional approved support will be issued to reflect any updated Annual Amount.

The Country acknowledges that: (a) a proportion of or the full Annual Amount may be disbursed directly to an agreed implementing agency if agreed between Gavi and the country, such as WHO and UNICEF and expanded partners, rather than to the Country; (b) each Annual Amount may be disbursed in a number of tranches at quarterly or six-monthly

1. Transparency and accountability policy-v2.0-[https:// www.gavi.org/news/document-library/transparency-and-accountability -policy](https://www.gavi.org/news/document-library/transparency-and-accountability-policy) (Effective from 2014)

intervals; and (c) such disbursement shall constitute the satisfaction of the payment of that amount as if it were to have been made to the Country.

If the bank account information most recently provided to Gavi has changed or changes prior to disbursement, the country will need to complete a bank account information form. Please contact gavihss@gavi.org for the form.

Programme Year	2021	2022	2023	Total
CDS - Early Access	7,306,517.00	0.00	0.00	7,306,517.00
CDS - Needs Based Funding	0.00	8,943,548.00	0.00	8,943,548.00
CDS - Third Funding Window	0.00	0.00	11,725,027.65	11,725,027.65
Total	7,306,517.00	8,943,548.00	11,725,027.65	27,975,092.65

9. Outstanding comments / clarifications: None

10. Documents to be delivered: None

11. Reporting and Assurance requirements:

In accordance with Gavi's Transparency and Accountability Policy (TAP), participants must ensure that all support received from the COVAX Facility is managed in a transparent and accountable manner through systems that include appropriate oversight mechanisms and that the support is used according with the purposes for which it is provided.

All CDS recipients will be required to provide both programmatic and financial reporting to Gavi on a 6-monthly basis. Countries are required to provide outcome reporting through the WHO-UNICEF COVID-19 monthly module (via the electronic Joint Reporting Form). Recipients will also be strongly encouraged to participate in broader COVID-19 evaluation and learning related efforts.

The Country will be expected to include the activities funded by this initial CDS programme disbursement along with the respective budget while applying for any additional CDS programme support. In case the country does not intend to request additional funding through this window, an expenditure report detailing how this initial CDS disbursement was spent will be required within 3 months of completion, with any unspent balances returned upon completion of audit and no later than 6 months from completion.

Gavi may deploy a Monitoring Agent to provide independent assurance over delivery of programmatic and financial outcomes, including use of funds as set forth in the program budget for the roll-out and scale-up of COVID-19 vaccines supplied through the Covax Facility. The Government shall use its best efforts to ensure the Monitoring Agent has access to people, processes, and documents, as needed for the smooth conduct of their work.

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 Country 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 Country and inform Gavi on the outcome of any cases.

If there is any material Misuse, Gavi reserves the right to be reimbursed by the Government for up to 100% of the reasonable investigation costs to be determined on a case-by-case basis.

12. Other conditions - the following terms and conditions shall apply to the Programme:

None

The following obligations will apply to the Programme and any breach of these provisions may be determined by Gavi to be a Misuse as defined in paragraph 20 of Annex 2 of the Partnership Framework Agreement.

EU Restrictive Measures

The Government shall ensure that the use of the funds provided by Gavi for the Programme shall not contravene, directly or indirectly, any economic or financial sanctions or trade embargoes administered or enforced from time to time by the EU (#EU Restrictive Measures#).

The Government shall require any entities with which it enters into sub-grant agreements to impose similar obligations on their sub-grantees. If during the course of the Programme, the Government discovers any link whatsoever between Programmes and/or funds provided by GAVI under this Decision Letter with any organisations or individuals subject to EU Restrictive Measures, it shall inform GAVI in writing immediately.

Conflicts of Interest

The Government shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Programme. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.#

The Government shall ensure that its staff is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Agreement, the Government shall replace, immediately and without compensation from Gavi, any member of its staff in such a situation.#Gavi reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.#

Any conflict of interests which may arise during performance of this Programme must be promptly notified in writing to Gavi. In the event of such conflict, the Government shall immediately take all necessary steps to resolve it.#Gavi reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

SEAH/ Human Rights #

The Government shall ensure that it respects human rights, internationally agreed labour standards, for example the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

The Government shall also prohibit physical abuse or punishment, threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation.

Any violation of these requirements must be notified to Gavi within 30 days of the Government becoming aware of the breach. #

Visibility of Funding

Any public communication or media activity promoting the Programme will require Gavi's prior written consent. Where Gavi confirms in writing that the funding for the Programme originates from the EU then this shall be communicated to final recipients of the Programme and referenced in any publication concerning the Programme at the same level as for other donors contributing. The EU's emblem shall be displayed wherever appropriate and any notice or publication, including those given at conferences or seminars shall include the following statement: #This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of < Government > and can under no circumstances be regarded as reflecting the position of the European Union.# The EU's emblem and other visibility requirements can be found in the following document on the European Commission's website: #Communication and Visibility requirements for EU-funded external Programme#. The Government and Gavi will consult immediately and endeavour to remedy any detected shortcomings in implementing these requirements.

Signed for and on behalf of the Gavi Alliance

Name: Colette Selman

Director Core Countries, Country support

Signature:

