



The Minister of Public Health and Population
Ministry of Public Health and Population
The Republic of Yemen

08 February 2021

***Decision Letter: Gavi Support for Vaccine:
Inactivated Polio Vaccine (IPV)***

Your Excellency,

I am writing in relation to provision of Gavi support for the **Inactivated Polio Vaccine** in Yemen.

I am pleased to inform you that Gavi has **approved** support for the **Inactivated Polio Vaccine** for year 2021 subject to several terms, conditions and requirements as specified in the Appendices to this letter.

The Appendices include the following important information:

Annex A: Financial and Programmatic information around the support for **Inactivated Polio Vaccine**

Annex B: Gavi Terms and Conditions

Please do not hesitate to contact my colleague Dr Rehan Hafiz at rhafiz@gavi.org if you have any questions or concerns.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "P. Bijleveld", with a stylized flourish at the end.

Pascal Bijleveld
Director of Country Support, Country Programmes

cc: The Minister of Finance
The Director of Medical Services, MoH
Director Planning Unit, MoH
The EPI Manager
WHO CO
UNICEF CO
UNICEF Programme Division
UNICEF Supply Division

Yemen Support for Vaccine: Inactivated Polio Vaccine (IPV)

This Decision Letter sets out the terms of the Programme:

1. **Country:** Yemen

2. **Vaccine grant number:** YEM-IPV-R

3. **Date of Decision Letter:** 08 February 2021

4. **Date of the Partnership Framework Agreement:** Not applicable

5. **Programme title:** New Vaccine Support (NVS), Inactivated Polio Vaccine (IPV), Routine, 2 doses

6. **Vaccine type:** Inactivated Polio Vaccine (IPV)

7. **Requested product presentation and formulation of vaccine:**
IPV, 5 doses/vial, liquid

8. **Programme duration:**¹ 2014-2021

9. **Programme Budget (indicative):**²³ (subject to the terms of the Partnership Framework Agreement, if applicable)

	2014-2020	2021	2022	2023	2024	2025	Total ²
Programme Budget (US\$)	7.519.778	4.769.547	-	-	-	-	12.289.325

10. **Vaccine introduction grant:**

Approval		
Year	Grant number	Amount (US\$)
2014	YEM-IPV-R-VIG-MOH	614.000

11. **Product switch grant:**

Approval		
Year	Grant number	Amount (US\$)
2021	YEM-IPV-R-PSG	278.749

12. **Indicative annual amounts:** ³ (subject to the terms of the Partnership Framework Agreement, if applicable)

¹ This is the entire duration of the Programme.

² This is the total amount endorsed by Gavi for the entire duration of the Programme.

Starting January 2020, a separate Decision Letter for devices only, including historical value of devices will be discontinued. Vaccine Programme decision letters issued since January 2020 contain associated devices, however devices in relation to years prior to 2020 are no longer included in decision letters.

³ This is the amount that Gavi has approved.

Type of supplies to be purchased with Gavi funds	2014-2020	2021	2022
Number of vaccine doses	-	1.722.000	-
Number of AD syringes	-	1.797.400	-
Number of re-constitution syringes	-	-	-
Number of safety boxes	-	19.800	-
Annual Amounts (US\$)	7.519.778	4.769.547	-

13. Procurement agency: UNICEF Supply Division

14. Self-procurement:

Not applicable

15. Co-financing obligations:

Gavi's usual co-financing requirements do not apply to IPV. However, the Country is encouraged to contribute to vaccine and/or supply costs for IPV.

16. Operational support for campaigns:

Not applicable

17. Additional Reporting Requirements:

Reports and other information:	Due dates
<p>To prepare for the annual procurement of vaccines, Country shall submit the following information each year:</p> <ul style="list-style-type: none"> vaccine stock levels including buffer stock, by end of March; number of children to be vaccinated, wastage rates, any proposed changes in product, presentation or use, or minimum co-financing levels and vaccines received, by mid-May. Countries shall report the actual switch date in the first renewal request following the actual implementation. 	<p>31 March</p> <p>15 May</p>
<p>In accordance with applicable Gavi processes, Country shall report on programmatic and financial performance.</p>	<p>To be agreed with Gavi Secretariat</p>

18. Financial clarifications:

Not applicable

19. Other conditions:

n/a

Signed by,
On behalf of Gavi



Pascal Bijleveld
Director Country Support
08 February 2021

Gavi Terms and Conditions

The following terms and conditions apply to all support being provided to the Government for the Support for Inactivated Polio Vaccine in Yemen as detailed in the Decision Letter dated 08/02/2021.

FUNDING USED SOLELY FOR APPROVED PROGRAMMES

The country (the “**Country**”) confirms that all funding provided by Gavi for this application will be used and applied for the sole purpose of fulfilling the Programme. Any significant change from the approved budget must be reviewed and approved in advance by Gavi. All funding decisions for this application are made at the discretion of the Gavi Board and are subject to IRC processes and the availability of funds.

RETURN OF FUNDS

The Country agrees to reimburse to Gavi all funding amounts that are not used for the Programme unless agreed to otherwise by Gavi. The Country’s reimbursement must be in US dollars and be provided, unless otherwise decided by Gavi, within sixty (60) days after the Country receives Gavi’s request for a reimbursement and be paid to the account or accounts as directed by Gavi.

SUSPENSION/ TERMINATION

Gavi may suspend all or part of its funding to the Country if it has reason to suspect that funds have been used for purpose other than for the Programme, or any Gavi-approved amendment to this application. Gavi retains the right to terminate its support to the Country for the Programme if a misuse of Gavi funds is confirmed.

NO LIABILITY

The Country shall be solely responsible for any liability that may arise in connection with: (i) the implementation of the Programme. Gavi is not be responsible for providing any additional funding to replace any vaccines and related supplies that are, or became, defective or disqualified for whatever reason.

INSURANCE

Unless otherwise agreed with Gavi, the Country shall maintain, where available at a reasonable cost, all risk property insurance on the Programme assets and comprehensive general liability insurance with financially sound and reputable insurance companies. The insurance coverage will be consistent with that held by similar entities engaged in comparable activities.

ANTICORRUPTION

The Country confirms that funds provided by Gavi shall not be offered by the Country to any third person, nor will the Country seek in connection with this application any gift, payment or benefit directly or indirectly that could be construed as an illegal or corrupt practice.

ANTI-TERRORISM AND MONEY LAUNDERING

The Country confirms that funds provided by Gavi shall not be used to support or promote violence, war or the suppression of the general populace of any country, 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 Country’s knowledge or belief, is prohibited by the United Nations Security Council.

AUDITS AND RECORDS

The Country will conduct annual financial audits and share these with Gavi as requested. Gavi reserves the right, on its own or through an agent, to perform audits or other financial management assessment to ensure the accountability of funds disbursed to the Country.

The Country will maintain accurate accounting records documenting how Gavi funds are used. The Country will maintain its accounting records in accordance with its government-approved accounting standards for at least three years after the date of last disbursement of Gavi funds. If there is any claim of misuse of funds, Country will maintain

such records until the audit findings are final. The Country agrees not to assert any documentary privilege against Gavi in connection with any audit.

CONFIRMATION OF LEGAL VALIDITY

The Country and the signatories for the government confirm that this application is accurate and correct and forms a legally binding obligation on the Country, under the Country's law, to perform the programs described in this application.

COMPLIANCE WITH GAVI POLICIES

The Country confirms that it is familiar with all Gavi policies, guidelines and processes relevant to the Programme, including without limitation the Transparency and Accountability Policy (TAP) and complies with the requirements therein. All programme-related policies, guidelines and processes are available on Gavi's official website and/or sent to the Country.

ARBITRATION

Any dispute between the Country and Gavi arising out of or relating to this application that is not settled amicably within a reasonable period of time, will be submitted to arbitration at the request of either Gavi or the Country. The arbitration will be conducted in accordance with the then-current UNCITRAL Arbitration Rules. The parties agree to be bound by the arbitration award, as the final adjudication of any such dispute. The place of arbitration will be Geneva, Switzerland. The language of the arbitration will be English.

For any dispute for which the amount at issue is US\$ 100,000 or less, there will be one arbitrator appointed by Gavi. For any dispute for which the amount at issue is greater than US \$100,000 there will be three arbitrators appointed as follows: Gavi and the Country will each appoint one arbitrator, and the two arbitrators so appointed will jointly appoint a third arbitrator who shall be the chairperson.

Gavi will not be liable to the country for any claim or loss relating to the Programme, including without limitation, any financial loss, reliance claims, any harm to property, or personal injury or death. Country is solely responsible for all aspects of managing and implementing the Programmes.

Use of commercial bank accounts

The eligible Country government is responsible for undertaking the necessary due diligence on all commercial banks used to manage Gavi cash-based support, including HSS, ISS, CSO and vaccine introduction grants. The undersigned representative of the government confirms that the government will take all responsibility for replenishing Gavi cash support lost due to bank insolvency, fraud or any other unforeseen event.