

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

22 December 2017

Decision Letter: Request for 2018 Renewal of Gavi support for Pneumococcal, Pentavalent, Rotavirus and Inactivated Polio Vaccines

Your Excellency,

I am writing in relation to Yemen's request for 2018 renewal of Gavi support to the Inactivated Polio Vaccine, Pneumococcal, Pentavalent and Rotavirus Vaccines that was reviewed by Gavi High Level Review Panel on 4-5 October 2017.

Following the recommendations made by the High Level Review Panel, I am pleased to inform you that Gavi has **approved** Yemen's request subject to several conditions and requirements as specified in the Appendices to this letter.

The Appendices include the following important information:

- Appendix A: Financial and Programatic information – Support for Inactivated Polio Vaccine (IPV)
- Appendix B: Financial and Programatic information – Support for Pneumococcal Vaccine (PCV)
- Appendix C: Financial and Programatic information – Support for Pentavalent Vaccine
- Appendix D: Financial and Programatic information – Support for Rotavirus Vaccine
- Appendix E: Financial and Programatic information – Support for Injection Safety Devices
- Appendix F: Recommendations of the High Level Review Panel
- Appendix G: Description of Gavi support to Yemen
- Appendix H: 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,



Hind Khatib-Othman
Managing Director, Country Programmes

cc: The Minister of Finance
The Director of Medical Services
Director Planning Unit, MoH
The EPI Manager
WHO Country Representative
UNICEF Country Representative
WHO HQ

Decision Letter
Yemen - Support for Inactivated Polio Vaccine (IPV)

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen			
2. Grant number: 14-YEM-08h-Y; 1418-YEM-25b-X			
3. Date of Decision Letter: 22/12/2017			
4. Date of the Partnership Framework Agreement: Not applicable			
5. Programme title: New Vaccine Support – Inactivated Polio Vaccine (IPV) routine			
6. Vaccine type: Inactivated Polio Vaccine (IPV)			
7. Requested product presentation and formulation of vaccine¹: Inactivated Polio Vaccine, 5 doses per vial, LIQUID			
8. Programme duration²: 2014 - 2018			
9. Programme Budget (indicative): (subject to the terms of the Partnership Framework Agreement, if applicable) <i>Please note that endorsed or approved amounts for 2019 will be communicated in due course, taking into account updated information on country requirements and following Gavi's review and approval processes.</i>			
	2014-2017	2018	Total³
Programme Budget (US\$)	3,786,991 ⁴	2,070,000	5,856,991
10. Vaccine introduction grant: US\$ 614,000 disbursed on 25 July 2014 as per Decision Letter dated 1 July 2014.			
11. Indicative Annual Amounts: (subject to the terms of the Partnership Framework Agreement, if applicable) ⁵			
Type of supplies to be purchased with Gavi funds in each year	2014-2017	2018	
Number of IPV vaccines doses		1,069,100	
Annual Amounts (US\$)	3,786,991	2,070,000	
12. Procurement agency: UNICEF.			
13. Self-procurement: Not applicable.			
14. Co-financing obligations: Gavi's usual co-financing requirements do not apply to IPV. However, Yemen is encouraged to contribute to vaccine and/or supply costs for IPV.			
15. Operational support for campaigns: Not applicable			
16. Additional reporting requirements:			
Reports and other information			Due dates
To prepare for the annual procurement of vaccines, Country shall submit the following information in May each year: number of children to be vaccinated,			15 May

¹ Please refer to section 18 for additional information on IPV presentation.

² This is the entire duration of the Programme.

³ This is the total amount endorsed by Gavi for 2015 to 2018.

⁴ This is the consolidated amount for all previous years. Annual amounts prior to 2017 include the costs of injection safety devices. Annual amounts for 2017 onwards include only vaccine costs and freight.

⁵ This is the amount that Gavi has approved.

vaccine stock levels including buffer stock, wastage rates, any proposed changes in presentation or minimum co-financing levels and vaccines received.	
In accordance with applicable Gavi processes, Country shall report on programmatic and financial performance.	To be agreed with Secretariat
17. Financial clarifications: Not applicable.	
18. Other conditions: <p>Due to unprecedented demand for IPV and the challenges to scale up production capacities, the global IPV supply remains constrained and is unlikely to meet all country requirements in the short term. As a consequence, the actual presentation and number of doses shipped may differ from those specified in this Decision Letter. In order to mitigate these circumstances, you are strongly encouraged to optimally manage available supply and follow recommendations and guidelines from WHO and UNICEF to reduce vaccine wastage.</p> <p>If Yemen envisages a switch in product presentation, it is encouraged to incorporate elements for both IPV presentations in your initial introduction preparations, in order to minimise the need for later interventions and facilitate the switch. In those circumstances, in principle, no product switch grant will be provided to Yemen.</p>	

Signed by,



On behalf of Gavi

Hind Khatib-Othman

Managing Director, Country Programmes

22 December 2017

Decision Letter
Yemen - Support for Pneumococcal Vaccine

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen			
2. Grant number: 09-YEM-08b-Y; 18-YEM-12d-X			
3. Date of Decision Letter: 22/12/2017			
4. Date of the Partnership Framework Agreement: Not applicable			
5. Programme title: New Vaccine Support (NVS), Pneumococcal Routine			
6. Vaccine type: Pneumococcal			
7. Requested product presentation and formulation of vaccine: Pneumococcal (PCV13), 4 doses per vial, LIQUID			
8. Programme duration⁶: 2010-2018			
9. Programme Budget (indicative): (subject to the terms of the Partnership Framework Agreement, if applicable)			
	2010-2017	2018	Total⁷
Programme Budget (US\$)	89,260,528 ⁸	8,570,500	97,831,028
10. Vaccine introduction grant (in US\$): US\$257,000 disbursed on 20 March 2009.			
11. Indicative Annual Amounts: (subject to the terms of the Partnership Framework Agreement, if applicable) ⁹			
Type of supplies to be purchased with Gavi funds in each year	2010-2017	2018	
Number of Pneumococcal vaccines doses		2,533,000	
Annual Amounts (US\$)	89,260,528 ¹⁰	8,570,500	
12. Procurement agency: UNICEF. The Country shall release its co-financing payments each year to UNICEF.			
13. Self-procurement: Not applicable.			
14. Co-financing obligations: Reference code: 18-YEM-12d-X-C According to the co-financing policy, the Country falls within the group Preparatory transition. The following table summarises the co-financing payment(s) and quantity of supply that will be procured with such funds in the relevant year.			
Type of supplies to be purchased with Country funds in each year	2018		
Number of vaccine doses	420,200		
Number of AD syringes	416,800		
Number of re-constitution syringes			
Number of safety boxes	4,600		
Value of vaccine doses (US\$)	1,281,250		
Total co-financing payments (US\$) (including freight)	1,308,000		

⁶ This is the entire duration of the Programme.

⁷ This is the total amount endorsed by Gavi for the entire duration of the Programme.

⁸ This is the consolidated amount for all previous years. Annual amounts prior to 2017 include the costs of injection safety devices. Annual amounts for 2017 onwards include only vaccine costs and freight.

⁹ This is the amount that Gavi has approved.

¹⁰ This is the consolidated amount for all previously approved years. Annual amounts prior to 2017 include the costs of injection safety devices. Annual amounts for 2017 onwards include only vaccine costs and freight.

15. Operational support for campaigns: Not applicable.	
16. Additional reporting requirements:	
Reports and other information	Due dates
To prepare for the annual procurement of vaccines, Country shall submit the following information in May each year: number of children to be vaccinated, vaccine stock levels including buffer stock, wastage rates, any proposed changes in presentation or minimum co-financing levels and vaccines received.	15 May
In accordance with applicable Gavi processes, Country shall report on programmatic and financial performance.	To be agreed with Secretariat
17. Financial clarifications: Not applicable	
18. Other conditions: Not applicable	

Signed by,



On behalf of Gavi
Hind Khatib-Othman
Managing Director, Country Programmes
22 December 2017

**Decision Letter
Yemen - Support for Pentavalent Vaccine**

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen			
2. Grant number: 18-YEM-04a-X			
3. Date of Decision Letter: 22/12/2017			
4. Date of the Partnership Framework Agreement: Not applicable			
5. Programme title: New Vaccine Support (NVS), Pentavalent Routine			
6. Vaccine type: Pentavalent			
7. Requested product presentation and formulation of vaccine: DTP-HepB-Hib, 1 dose per vial, LIQUID			
8. Programme duration¹¹: 2005-2018			
9. Programme Budget (indicative): (subject to the terms of the Partnership Framework Agreement, if applicable)			
	2005-2017	2018	Total¹²
Programme Budget (US\$)	72,252,487 ¹³	2,818,500	75,070,987
10. Vaccine introduction grant (in US\$): US\$100,000 disbursed on 15 June 2005			
11. Indicative Annual Amounts: (subject to the terms of the Partnership Framework Agreement, if applicable) ¹⁴			
Type of supplies to be purchased with Gavi funds in each year	2005-2017	2018	
Number of Pentavalent vaccines doses		2,430,500	
Annual Amounts (US\$)	72,252,487 ¹⁵	2,818,500	
12. Procurement agency: UNICEF. The Country shall release its co-financing payments each year to UNICEF.			
13. Self-procurement: Not applicable.			
14. Co-financing obligations: Reference code: 18-YEM-04a-X-C According to the co-financing policy, the Country falls within the group Preparatory transition. The following table summarises the co-financing payment(s) and quantity of supply that will be procured with such funds in the relevant year.			
Type of supplies to be purchased with Country funds in each year	2018		
Number of vaccine doses	363,000		
Number of AD syringes	380,500		
Number of safety boxes	4,200		
Value of vaccine doses (US\$)	391,985		
Total co-financing payments (US\$) (including freight)	438,500		
15. Operational support for campaigns: Not applicable			

¹¹ This is the entire duration of the Programme.

¹² This is the total amount endorsed by Gavi for the entire duration of the Programme.

¹³ This is the consolidated amount for all previous years. Annual amounts prior to 2017 include the costs of injection safety devices. Annual amounts for 2017 onwards include only vaccine costs and freight.

¹⁴ This is the amount that Gavi has approved.

¹⁵ This is the consolidated amount for all previously approved years. Annual amounts prior to 2017 include the costs of injection safety devices. Annual amounts for 2017 onwards include only vaccine costs and freight.

16. Additional reporting requirements:

Reports and other information	Due dates
To prepare for the annual procurement of vaccines, Country shall submit the following information in May each year: number of children to be vaccinated, vaccine stock levels including buffer stock, wastage rates, any proposed changes in presentation or minimum co-financing levels and vaccines received.	15 May
In accordance with applicable Gavi processes, Country shall report on programmatic and financial performance.	To be agreed with Secretariat

17. Financial clarifications: Not applicable.

18. Other conditions: Not applicable.

Signed by,



On behalf of Gavi
Hind Khatib-Othman
Managing Director, Country Programmes
22 December 2017

**Decision Letter
Yemen - Support for Rotavirus Vaccine**

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen			
2. Grant number: 12-YEM-08a-Y; 18-YEM-13b-X			
3. Date of Decision Letter: 22/12/2017			
4. Date of the Partnership Framework Agreement: Not applicable.			
5. Programme title: New Vaccine Support (NVS), Rotavirus Routine			
6. Vaccine type: Rotavirus			
7. Requested product presentation and formulation of vaccine: Rotavirus, 2 doses schedule			
8. Programme duration¹⁶: 2012-2018			
9. Programme Budget (indicative): (subject to the terms of the Partnership Framework Agreement, if applicable)			
	2012-2017	2018	Total¹⁷
Programme Budget (US\$)	19,584,552 ¹⁸	3,278,000	22,862,552
10. Vaccine introduction grant (in US\$): US\$270,500 disbursed on 18 November 2011			
11. Indicative Annual Amounts: (subject to the terms of the Partnership Framework Agreement, if applicable) ¹⁹			
Type of supplies to be purchased with Gavi funds in each year	2012-2017	2018	
Number of Rotavirus vaccines doses			1,576,500
Annual Amounts (US\$)	19,584,552 ²⁰		3,278,000
12. Procurement agency: UNICEF. The Country shall release its co-financing payments each year to UNICEF.			
13. Self-procurement: Not applicable.			
14. Co-financing obligations: Reference code: 18-YEM-13b-X-C According to the co-financing policy, the Country falls within the group Preparatory transition. The following table summarises the co-financing payment(s) and quantity of supply that will be procured with such funds in the relevant year.			
Type of supplies to be purchased with Country funds in each year			2018
Number of vaccine doses			259,500
Value of vaccine doses (US\$)			519,263
Total co-financing payments (US\$) (including freight)			536,500
15. Operational support for campaigns: Not applicable			
16. Additional reporting requirements:			

¹⁶ This is the entire duration of the Programme.

¹⁷ This is the total amount endorsed by Gavi for the entire duration of the Programme.

¹⁸ This is the consolidated amount for all previous years. Annual amounts prior to 2017 include the costs of injection safety devices. Annual amounts for 2017 onwards include only vaccine costs and freight.

¹⁹ This is the amount that Gavi has approved.

²⁰ This is the consolidated amount for all previously approved years. Annual amounts prior to 2017 include the costs of injection safety devices. Annual amounts for 2017 onwards include only vaccine costs and freight.

Reports and other information	Due dates
To prepare for the annual procurement of vaccines, Country shall submit the following information in May each year: number of children to be vaccinated, vaccine stock levels including buffer stock, wastage rates, any proposed changes in presentation or minimum co-financing levels and vaccines received.	15 May
In accordance with applicable Gavi processes, Country shall report on programmatic and financial performance.	To be agreed with Secretariat
17. Financial clarifications: Not applicable.	
18. Other conditions: Not applicable.	

Signed by,



On behalf of Gavi
Hind Khatib-Othman
Managing Director, Country Programmes
22 December 2017

Decision Letter
Yemen - Support for Injection safety devices

This Decision Letter sets out the Programme Terms of a Programme.

1. Country: Yemen			
2. Grant number: 17-YEM-32a-X; 18-YEM-32a-X			
3. Date of Decision Letter: 22/12/2017			
4. Date of the Partnership Framework Agreement: Not applicable			
5. Programme title: Injection Safety Devices ²¹			
6. Programme duration ²² : 2017 - 2018			
7. Programme Budget (indicative): (subject to the terms of the partnership framework agreement, if applicable)			
	2017	2018	Total ²³
Programme Budget (US\$)	313,000	275,500	588,500
8. Indicative Annual Amounts: (subject to the terms of the Partnership Framework Agreement, if applicable) ²⁴			
TOTAL immunisation supplies to be purchased with Gavi funds in each year	2017	2018	
Number of AD syringes		6,065,800	
Number of re-constitution syringes			
Number of safety boxes		66,800	
Annual Amounts for injection safety devices for all Gavi vaccines (US\$)	313,000	275,500	
Immunisation supplies to be purchased with Gavi funds in each year, by type of support			
New Vaccine Support (NVS), Pneumococcal (PCV13), 4 doses per vial LIQUID, Routine			2018
Number of AD syringes			2,513,200
Number of re-constitution syringes			
Number of safety boxes			27,675
Annual Amounts for injection safety devices for Vaccine (US\$)			114,000
New Vaccine Support (NVS), DTP-HepB-Hib, 1 dose per vial, LIQUID			2018
Number of AD syringes			2,547,500
Number of re-constitution syringes			

²¹ This does not include vaccines.

²² This is the entire duration of the Programme.

²³ This is the total amount endorsed by Gavi for the entire duration of the Programme.

²⁴ This is the amount that Gavi has approved.

Number of safety boxes	28,050
Annual Amounts for injection safety devices for Vaccine (US\$)	115,500
New Vaccine Support (NVS), Inactivated Polio Vaccine, 5 dose(s) per vial, LIQUID, Routine	2018
Number of AD syringes	1,005,100
Number of re-constitution syringes	
Number of safety boxes	11,075
Annual Amounts for injection safety devices for Vaccine (US\$)	46,000
9. Procurement agency: UNICEF. The Country shall release its co-financing payments each year to UNICEF.	
10. Self-procurement: Not applicable.	
11. Co-financing obligations: Co-financing requirements are listed in the relevant vaccine Decision Letter.	

Signed by,



On behalf of Gavi
Hind Khatib-Othman
Managing Director, Country Programmes
22 December 2017

Recommendation of the High Level Review Panel for Yemen

The Panel, following its deliberations:

- Recommended to the CEO:

Programme	Recommendation	Period	Indicative amount to be paid by Gavi
<i>Pentavalent in existing presentation</i>	Extension	2018	US\$ 2,933,500
<i>Rotavirus in existing presentation</i>	Extension	2018	US\$ 3,278,000
<i>PCV with a switch in presentation</i>	Extension	2018	US\$ 8,684,000
<i>IPV in existing presentation</i>	Renewal	2018	US\$ 2,070,000
Performance Payment	Non Eligible	2017	US\$ 0

- Noted that harmonisation and integration will be critical for the country, so it strongly emphasized the need to take advantage of the opportunity of workshop planned for the end of the year to coordinate with emergency response group (WB health emergency project, WHO and UNICEF being the main partners);
- Encouraged the country and partners to ensure that measles campaigns are integrated with other services, where practically feasible, requiring outreach;
- Urged WHO EMRO to accelerate the process to implement the HSS grant, including tackling administrative delays in disbursement of funds; The panel also supported the need for WHO EMRO to actively participate in the design of the next HSS grant, so that potential administrative bottlenecks to implementation may be identified in advance;
- Encouraged the country and partners to re-consider whether the planning activities currently envisioned (Including developing a cMYP and data quality assessment) are the most appropriate one considering the context of the country. The Panel encouraged the country and partners to tailor the approaches and support to the context of the country and noted that Gavi would be willing to demonstrate flexibility with some of the requirements as relevant to the context in Yemen;
- Encouraged the country to use available resources (including the remainder of HSS2 and potentially HSS3) to procure CCEOP equipment that would be appropriate to the current context of Yemen;
- Noted that TA is required for development of HSS3 as soon as possible. Toward this end, the Panel suggested that if funding is needed, re-allocation of 2018 tranche may be considered.

Description of Gavi support to Yemen (the “Country”)

New Vaccines Support (NVS)

Gavi, The Vaccine Alliance has approved the Country’s request for supply of vaccine doses and related injection safety material which are estimated to be required for the immunization programme as set out in Appendix E. Financing provided by Gavi for vaccines will be in accordance with:

- The Gavi Guidelines governing Country’s proposal application; and
- The final proposal as approved by the Independent Review Committee (IRC), including any subsequent clarifications.

The vaccines provided will be used as the country has proposed. The principles of the WHO-UNICEF-UNFPA joint statement on safety of injections (WHO/V&B/99.25) shall apply to all immunisation provided with these vaccines.

Item number 11 of Appendix A, B, C, D summarizes the details of the approved Gavi support for vaccines in the years indicated.

Any required taxes, customs, toll or other duties imposed on the importation of vaccines and related supplies cannot be paid for using Gavi funds.

The Country shall be solely responsible for any liability that may arise in connection with: (i) the implementation of any programmes in the Country; and (ii) the use or distribution of vaccines and related supplies after title to such supplies has passed to the Country. Gavi shall 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.

Country Co-financing

In accordance with the Gavi Co-financing Policy, the Country has agreed to make the required contribution to co-financing vaccine doses as indicated in Appendices B,C,D. Item number 14 of Appendices B,C,D summarises the budget and the quantity of supply that will be procured with country’s funds in the corresponding timeframe. The total co-financing amount indicates costs for the vaccines, related injection safety devices (only applicable to intermediate and graduating countries) and freight.

Countries may select to co-finance through UNICEF Supply Division or self-procure their co-financing requirement following their own procedures, except for the Pneumococcal vaccine that needs to be procured through UNICEF.

If the purchase of the co-financed supply is carried out through UNICEF, the payment is to be made to UNICEF as agreed in the Procurement Services Memorandum of Understanding between UNICEF and the country, and not to Gavi. Please keep in contact with UNICEF to understand the availability of the relevant vaccine(s) and to prepare the schedule of deliveries.

The total co-financing amount expressed in item number 14 of Appendices B, C, D does not contain costs and fees of the relevant Procurement Agency, such as contingency buffer and handling fees.

Information on these extra costs and fees will be provided by the relevant Procurement Agency as part of the cost estimate to be requested by the country. UNICEF will share information with Gavi on the status of purchase of the co-financed supply. In accordance with the Gavi Co-financing Policy (<http://www.gavi.org/about/governance/programme-policies/co-financing/>), the co-financing contribution is payable annually to UNICEF.

If the purchase of the co-financed supply is carried out by the Government, following its own procurement procedures and not procuring from UNICEF Supply Division, the Government must submit to Gavi satisfactory evidence that it has purchased its co-financed portion of the vaccines and related supplies, including by submitting purchase orders, invoices, and receipts to Gavi. Gavi encourages that countries self-procuring co-financed products (i.e. auto-disable syringes and syringe and needle disposal boxes) ensure that products appear on the applicable WHO list of pre-qualified products or, for syringe and needle disposal boxes, that they have obtained a certificate of quality issued by a relevant national authority.

Gavi support will only be provided if the Country complies with the following requirements:

Transparency and Accountability Policy (TAP): Compliance with any TAP requirements pursuant to the Gavi TAP Policy and the requirements under any Aide Memoire concluded between Gavi and the country.

Financial Statements & External Audits: Compliance with the Gavi requirements relating to financial statements and external audits.

Grant Terms and Conditions: Compliance with Gavi's standard grant terms and conditions (attached in Appendix D).

Country Co-financing: Gavi must receive proof of country co-payment from the Country such as invoices or shipment receipts if UNICEF is not the procurement agent for country co-financed vaccine for the prior calendar year.

Monitoring and reporting: Country's use of financial support for the introduction of new vaccinations with the vaccine(s) specified in Appendix A is subject to strict performance monitoring. Gavi uses country systems for monitoring and auditing performance and other data sources including WHO/UNICEF immunisation coverage estimates. As part of this process, National Authorities will be requested to monitor and report on the numbers of children immunized and on co-financing of the vaccine.

Country will report on the achievements and request support for the following year on the Gavi country portal. Further information and training on the portal will be provided by March 2016. The portal must contain information on the number of children reported to have been vaccinated with DTP3 and 3 doses of pentavalent vaccine by age 12 months, based on district monthly reports reviewed by the Immunisation Coordination Committee (ICC), and as reported to WHO and UNICEF in the annual Joint Reporting Form (JRF). The portal will also contain information on country's compliance with the co-financing arrangements outlined in this letter. The NVS request for support for the following year, endorsed by the ICC, should be sent to the Gavi Secretariat no later than 15 May every year. Continued funding beyond what is being approved in this letter is conditional upon a fully up-to-date country portal and availability of funds.

Gavi Terms and Conditions

Countries will be expected to sign and agree to the following Gavi terms and conditions in the application forms, which may also be included in a grant agreement to be agreed upon between Gavi and the country:

FUNDING USED SOLELY FOR APPROVED PROGRAMMES

The applicant country ("Country") confirms that all funding provided by Gavi for this application will be used and applied for the sole purpose of fulfilling the programme(s) described in this application. Any significant change from the approved programme(s) must be reviewed and approved in advance by 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.

AMENDMENT TO THIS PROPOSAL

The Country will notify Gavi if it wishes to propose any change to the programme(s) description in this application. Gavi will document any change approved by Gavi, and this application will be amended.

RETURN OF FUNDS

The Country agrees to reimburse to Gavi all funding amounts that are not used for the programme(s) described in this application. The country's reimbursement must be in US dollars and be provided, unless otherwise decided by 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 programmes described in this application, or any Gavi-approved amendment to this application. Gavi retains the right to terminate its support to the Country for the programmes described in this application if a misuse of Gavi funds is confirmed.

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.

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 claims of misuse of funds, Country will maintain such records until the audit findings are final. The Country agrees not to assert any documentary privilege against 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 programmes described in this application.

CONFIRMATION OF COMPLIANCE WITH GAVI TRANSPARENCY AND ACCOUNTABILITY POLICY

The Country confirms that it is familiar with Gavi Transparency and Accountability Policy (TAP) and will comply with its requirements.

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 programmes described in this application, including without limitation, any financial loss, reliance claims, any harm to property, or personal injury or death. Country is solely responsible for all aspects of managing and implementing the programmes described in this application.

USE OF COMMERCIAL BANK ACCOUNTS

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