**TERMS & CONDITIONS OF THE COVAX AMC FACILITY 2022**

1. **Application of Terms**

1.1 These terms and conditions apply to the delivery of any Approved Vaccines, equipment, supplies or other support accepted by an AMC Group Participant on or after 31 March 2022. The terms and conditions applicable prior to 31 March 2022 are available here: <https://www.gavi.org/gavi-covax-amc#documents>.

1.2 Capitalised terms used in these terms and conditions have the meanings set out in Schedule 1 (*Definitions*), except where otherwise defined.

1.3 Having signed an Application, returned it to Gavi and subsequently accepted delivery of any Approved Vaccines, equipment and supplies or other support, each AMC Group Participant acknowledges that the supply of such Approved Vaccines, equipment, supplies or other support is subject to these terms and conditions.

1.4 For AMC Group Participants that have an agreed Partnership Framework Agreement (“**PFA**”) with Gavi, the terms of that PFA remain in full force and effect and shall apply to any support made available pursuant to these terms and conditions. In the event of any conflict between these terms and conditions and the terms of the PFA, these terms and conditions shall prevail.

1. **Use of Approved Vaccines and associated funding, equipment and supplies**

2.1 The AMC Group Participant confirms that any funding, Approved Vaccine or related equipment and supplies provided by Gavi will be used and applied for the sole purpose of fulfilling the programme(s) described in the AMC Group Participant's Application.

2.2 The doses of Approved Vaccine, equipment and supplies supplied pursuant to the Application:

2.2.1 shall not be re-sold, exported or otherwise made available for use outside the AMC Group Participant;

2.2.2 will not be sold but will only be provided to the targeted population in the AMC Group Participant free of charge or at nominal cost to recuperate reasonable expenses incurred in connection with delivery to the targeted population; and 2.2.3 shall be used in accordance with relevant WHO SAGE recommendations and other guidance provided by WHO, or otherwise in accordance with the vaccine’s label as approved by the SRA of reference[[1]](#footnote-2).

2.3 Any significant change from the approved programme(s) must be reviewed and approved in advance by Gavi. The AMC Group Participant will notify Gavi if it wishes to propose any change to the programme(s) description in its Application. Gavi will document any change approved by Gavi according to its guidelines.

2.4 All funding decisions for the Application are made at the discretion of Gavi and are subject to any review process as required by Gavi and/or the COVAX Partners and the availability of funds.

2.5 Gavi may suspend all or part of its funding or Approved Vaccine allocation to the AMC Group Participant if it has reason to suspect that funds, Approved Vaccine or related equipment and supplies provided by Gavi have been misused or used for any purpose other than for the programme(s) described in the AMC Group Participant’s Application, or any Gavi-approved amendment to the Application. Gavi retains the right to terminate its support to the AMC Group Participant for the programme(s) described in its Application if Gavi determines in its sole discretion that a misuse of Gavi funds, equipment, supplies or Approved Vaccine has occurred.

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

1. **Undertakings, representations and warranties of the AMC Group Participant**

3.1 The AMC Group Participant shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation to enable it to perform its obligations under its Application.

3.2 The AMC Group Participant represents and warrants to Gavi that:

3.2.1 it has full power and authority to execute, perform and deliver its Application and the transactions contemplated therein;

3.2.2 its Application has been duly authorised, executed and delivered by it and constitutes valid and legally binding obligations of it and enforceable against it in accordance with its terms;

3.2.3 all actions required to be taken (including the obtaining of any Authorisation) for the execution of its Application, the carrying out of the other transactions contemplated herein, or the compliance by it with the terms hereof, as the case may be, have been taken and any Authorisations are in full force and effect;

3.2.4 its execution and delivery of its Application, the consummation of the transactions therein contemplated and compliance with the terms hereof do not infringe any existing applicable law, rule, regulation judgment, order or decree applicable to it or any international treaty convention or agreement to which it is a part or by which it is bound; and

3.2.5 its Application, together with any other documentation entered into as part of its participation in the COVAX Facility and any other supporting documentation including any agreed annual reporting mechanism, is accurate and correct and forms legally binding obligations on the AMC Group Participant, under the AMC Group Participant's law, to perform the programme(s) described in its Application (as amended, if applicable).

3.3 The AMC Group Participant, where possible under national laws, will ensure the following:

3.3.1 no interference in the movement of Approved Vaccine and medical supplies required for vaccine administration from domestic manufacturers to intended recipient Self-financing or AMC Group Participants;

3.3.2 approval for COVID-19 vaccines supplied through the COVAX Facility by collaboration with and reliance upon WHO Prequalification or WHO Emergency Use Listing or Stringent Regulatory Authorities (SRAs) or SRAs Emergency Use Authorization (EUA) to facilitate the pathway to authorisation for emergency use/licensure; and

3.3.3 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, the WHO-UNICEF electronic Joint Reporting Form, the WHO Global database of individual case safety reports (Vigibase) or other systems.

3.4 The AMC Group Participant will:

3.4.1 ensure that all support received from Gavi is managed in a transparent and accountable manner through systems that include appropriate oversight mechanisms and that the support is used in accordance with the purposes for which it is provided;

3.4.2 report back to Gavi on programmatic implementation, performance and results per the requirements detailed by Gavi and in accordance with the WHO SAGE values framework for the allocation and prioritization of COVID-19 vaccination and the WHO SAGE roadmap;

3.4.3 share readiness, vaccine absorption rate and broader programmatic data with Gavi in order to inform partner support and the Allocation Framework;

3.4.4 comply with WHO Standard Operating Procedures on WHO Emergency Use Listing vaccines;

3.4.5 subject to any applicable obligations of confidentiality, share information (e.g. volume, manufacturer) in relation to any bilateral arrangements for the procurement of vaccine entered into by the AMC Group Participant or any bilateral arrangements for donations received by the AMC Group Participant outside of the COVAX Facility; and

3.4.6 keep strictly confidential any information provided to the AMC Group Participant in respect of any Advanced Purchase Commitment or other agreement with any manufacturer.

3.5 Save for paragraph (vi) above, these undertakings shall remain in force from the date of signature of the AMC Group Participant’s Application for so long as any obligation hereunder remains outstanding. The AMC Group Participant shall promptly notify Gavi in writing immediately on becoming aware of any breach of any of the undertakings, representations and warranties set out herein.

**4.** **Liability**

4.1 To the fullest extent permitted by law, neither Gavi, any donor to the COVAX AMC, any other COVAX Partner, nor any Procurement Agency will be liable to the AMC Group Participant, and the AMC Group 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 programme(s) described in the Application, including without limitation, any financial loss, reliance claims, any harm to property, or personal injury or death. The AMC Group Participant is solely responsible for all aspects of managing and implementing the programme(s) described in its Application.

4.2 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 AMC Group Participant. On this basis, the AMC Group 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 AMC Group Participant or any third parties in respect of the use or administration of any Approved Vaccine provided pursuant to its Application (including any claim relating to, or arising from, inadequate warnings regarding the Approved Vaccine).

4.3 As between Gavi and the AMC Group Participant, the AMC Group Participant shall be solely responsible for any liability that may arise in connection with: (i) the implementation of any programme(s) in the AMC Group Participant; and (ii) the use, administration or distribution of Approved Vaccines allocated and distributed to the AMC Group Participant and related equipment and supplies after title to such Approved Vaccines, equipment and supplies has passed to the AMC Group Participant. In addition, the AMC Group Participant shall be responsible for all claims and liabilities in accordance with any indemnity agreement to be entered into between the AMC Group Participant and any manufacturer with respect to Approved Vaccines allocated and distributed to the AMC Group Participant.

**5.** **Indemnification**

5.1 The AMC Group 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, any 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 in the AMC Group Participant.

5.2 The AMC Group Participant acknowledges that, prior to shipping Approved Vaccines, vaccine manufacturers may require all Participants to provide an indemnity for all damages relating to or arising from the use and administration of the Approved Vaccine within the jurisdiction of the Participant (except in cases of wilful misconduct of the manufacturer, a defect in the Approved Vaccine due to non-compliance with the terms of the relevant Authorisation, or failure to comply with good manufacturing practices). Gavi has provided model language for indemnity and liability obligations, but the final form of the required indemnity may differ, although substantive indemnity terms are expected to be in line with the model language. The final form of the agreement may also include obligations in relation to dose-handling and pharmacovigilance.

5.3 In order to mitigate the indemnity liability for AMC Group Participants, the COVAX Facility has established a No-Fault Compensation Scheme providing fair, lump sum compensation to individuals in AMC Group Participant countries who suffer serious adverse events from a vaccine procured via the COVAX Facility. Details of the scheme are available here: [Gavi: NFC explained](https://www.gavi.org/vaccineswork/covax-no-fault-compensation-programme-explained). The AMC Group Participant acknowledges that applications to the No-Fault Compensation Scheme may be rejected where the affected individual has been administered an Approved Vaccine otherwise than in accordance with clause 2.2.3 above.

**6.** **Allocation of Approved Vaccines**

6.1 The actual number of doses received by an AMC Group Participant will depend on various factors, including the country’s national vaccination goals, the population of the country, the country’s current total percentage of population already vaccinated, the country’s preparedness and absorption capacity, the number of other AMC Group Participants wanting vaccines from the COVAX Facility, available funding and available supply. In addition, up to 5% of the COVAX AMC funding is made available to the Humanitarian Buffer, as defined below, and a proportion of doses available to the COVAX Facility may also be made available to AMC Group Participants and Self-Financing Participants through various supply offerings under the cost sharing and self-financing models.

6.2 A lack of preparedness or absorption capacity on the part of the AMC Group Participant will not delay the allocation of doses to other Participants. Where the AMC Group Participant has not been able to receive doses for reasons of preparedness, absorption capacity or lack of demand, or the overall population coverage has fallen substantially behind that of other Participants, the Allocation Framework will endeavour to catch-up that AMC Group Participant in accordance with the AMC Group Participant’s own national vaccination goals.

6.3 The AMC Group Participant may indicate to Gavi any preferences in respect of the various Approved Vaccines available. Gavi will use reasonable endeavours to meet product preferences, but this is not always possible given supply constraints and other relevant factors. The AMC Group Participant may decline an allocation not in line with its expressed preference, but Gavi does not guarantee any allocation of the preferred Approved Vaccine in any subsequent allocation.

6.4 Certain donors have agreed to make any excess doses available to them (under a bilateral agreement or their commitment agreement with the COVAX Facility) available to Gavi for distribution amongst AMC Group Participants. To encourage sharing of doses, Gavi has allowed donors, in certain restricted circumstances, to earmark their shared doses for specific recipients. Any allocation received via dose-sharing is taken into account when applying the Allocation Framework for subsequent allocations of vaccine. Gavi has put in place procedures for ensuring that shared doses benefit from the appropriate indemnity terms and the No-Fault Compensation Scheme.

**7.** **Delivery of Approved Vaccines and other equipment**

7.1 The AMC Group Participant acknowledges that certain Approved Vaccines have been made available when they gained WHO Emergency Use Listing or a Stringent Regulatory Authority Emergency Use Authorisation prior to licensure and WHO Prequalification, and that neither Gavi, nor any Procurement Agency, distributors, vaccinators or other stakeholders (including the COVAX Partners) make any representation or warranty than any such Approved Vaccine will obtain licensure or WHO pre-qualification.

7.2 The AMC Group Participant will receive doses of Approved Vaccine via UNICEF SD or PAHO, which have entered or will enter into supply agreements with manufacturers for the purchase and distribution of vaccines to countries on the basis of the Advance Purchase Commitments.  The AMC Group Participant is responsible for managing all relevant national policies, procedures, regulations, and laws pertaining to procurement via UNICEF SD or PAHO.

7.3 The AMC Group Participant is responsible for:

7.3.1 planning and funding delivery strategies that ensure safe and timely delivery of Approved Vaccines to relevant target populations in accordance with the Application;

7.3.2 putting suitable security arrangements in place to ensure the safekeeping and physical security of Approved Vaccines, equipment or other supplies to which the AMC Group Participant has taken legal title;

7.3.3 payment of all taxes, customs, duties, tolls or other charges imposed on the import of Approved Vaccines, equipment or other supplies delivered to the AMC Group Participant, and using reasonable efforts to set up an appropriate mechanism to exempt such deliveries from duties and taxes;

7.3.4 promptly providing all regulatory and import permits required for the importation of the Approved Vaccines, equipment and other supplies to the AMC Group Participant.

7.4 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.

7.5 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.

7.6 Unless otherwise agreed with Gavi, the AMC Group Participant shall maintain, where available at a reasonable cost, all risk property insurance on the programme assets (including 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 AMC Group Participant will be solely responsible for the replacement of any damaged or missing Approved Vaccines, equipment and/or 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 damaged or missing Approved Vaccines, equipment or related supplies.

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

8. **Cost-sharing, Humanitarian Buffer and other support**

8.1 In order to supplement doses received pursuant to the Application, the AMC Group Participant can purchase doses of Approved Vaccine via cost-sharing leveraging multilateral development bank and/or domestic financing. These terms and conditions do not apply to cost-sharing arrangements. Details on how to apply for funding are available on the Gavi website.

8.2 As part of the COVAX Facility's aim to support availability of, and equitable access to, COVID-19 vaccines for all economies, up to 5% of the COVAX AMC funding is made available to allocate doses to a humanitarian buffer for populations of concern in humanitarian settings (“**Humanitarian Buffer**”). The AMC Group Participant may apply for support for such populations in its own territory using the form available at [https://www.gavi.org/gavi-covax-amc#documents.](https://www.gavi.org/gavi-covax-amc#documents)

8.3 The AMC Group Participant may request support for cold chain equipment (CCE), technical assistance (TA) and any other delivery support through the Covid-19 Vaccine Delivery Support (CDS) window by using the application forms available at: <https://www.gavi.org/gavi-covax-amc#documents>. Priority in allocating resources for such support is given to the Gavi-Eligible Countries with the lowest Covid-19 coverage rates (see glossary).

**9.** **Compliance with law and policy**

9.1 The AMC Group Participant confirms that if any funding or Approved Vaccine is provided by Gavi for the programme, such funds or doses of Approved Vaccine shall not be offered by the AMC Group Participant to any third person for the purposes of receiving any benefit directly or indirectly, nor will the AMC Group Participant seek in connection with its Application any gift, payment or benefit directly or indirectly that could be construed as an illegal or corrupt practice.

9.2 The AMC Group Participant confirms that if any funding is provided by Gavi for the programme, such funds 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 AMC Group Participant’s knowledge or belief, is prohibited by the United Nations Security Council.

9.3 In implementing the programme(s) set out in the Application, the AMC Group Participant will take all reasonable measures:

 9.3.1 to prevent its own government or other agency personnel and implementing partners from sex abusing or exploiting any person; and

 9.3.2 to prohibit its own government or other agency 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 AMC Group Participant will take robust and prompt action to address any credible allegations of such behaviour in accordance with its laws and regulations, and, to the extent that it relates to any obligations under these Terms and Conditions, keeping Gavi informed of steps taken, in accordance with the applicable laws, regulations and policies, including rules on confidentiality, 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.

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

**10.**  **Audits and records**10.1 If any funding is provided by Gavi for the programme, the AMC Group Participant will conduct an annual financial audit of the Gavi grant funds and share the audit report(s) from such audit with Gavi, as requested within six months of the close of each financial year. The AMC Group Participant shall also share any audits or assessments carried out on the use of Approved Vaccine, equipment and supplies. Gavi reserves the right, on its own or through an agent, to perform audits or other assessments to ensure the accountability of funds, Approved Vaccine, equipment and supplies disbursed to the AMC Group Participant.

10.2 If any funding is provided by Gavi for the programme, the AMC Group Participant will maintain accurate accounting records documenting how Gavi funds are used. The AMC Group Participant 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. The AMC Group Participant will maintain accurate records documenting how doses of Approved Vaccine, equipment and supplies are managed and disbursed as relevant.

10.3 If there is any claim of misuse of funds, equipment, supplies or Approved Vaccine, AMC Group Participant will maintain such records until the audit findings are final. The AMC Group Participant agrees not to assert any documentary privilege against Gavi in connection with any audit.

**11. Language**

The English language version of these terms and conditions shall prevail if there is a conflict between the English language version and a translated version.

**12.** **Duration**

The COVAX Facility will be operational for a period of time as determined by the Gavi board. The AMC Fund will last for ten years (the “**AMC Term**”) (from 01 September 2020 – 31 August 2030), unless terminated earlier in accordance with its terms.

**13.**  **COVAX Facility**

Gavi is the administrator of the COVAX Facility, which is governed by one or more Gavi governance bodies as determined by the Gavi board from time to time. Further information on how the COVAX Facility is operated, implemented and governed, including in relation to the Allocation Framework, is available here: <https://www.gavi.org/vaccineswork/covax-facility-governance-explained>.

**14. Arbitration and governing law**

14.1 The Application and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

14.2 Any dispute, controversy or claim (“**Dispute**”) between the AMC Group Participant and Gavi arising out of or in connection with an Application shall be submitted to arbitration at the request of either Gavi or the AMC Group Participant. The arbitration will be conducted in accordance with the then-current rules of the United Nations Commission of International Trade Law (UNCITRAL). Gavi and the AMC Group Participant shall each appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint a third arbitrator who shall be the chairperson. If either party fails to appoint an arbitrator, the appointing authority shall instead be the President of the Swiss Arbitration Association. The arbitration proceedings shall take place in Geneva (which is the seat of the arbitration) and shall be conducted in English. The parties agree to be bound by any arbitration award, as the final adjudication of any such Dispute.

**Schedule 1**

**Definitions**

| **Term** | **Meaning** |
| --- | --- |
| **AMC Group Participants**  | COVAX AMC Eligible Economieswho have submitted a signed Application |
| **AMC Donors** | Economies and private individuals / institutions that make donations to the COVAX AMC |
| **Advance Purchase Commitment** | An agreement between Gavi and a vaccine manufacturer, whereby Gavi commits to the purchase of a defined number of Approved Vaccines, if developed.  |
| **Allocation Framework** | The current or future rules that govern the allocation of Approved Vaccines to Self-financing and AMC Group Participants, as developed by WHO in conjunction with Gavi and implemented by Gavi pursuant to these Terms and Conditions. |
| **Application**  | Part A and Part B of the Vaccine Request Form, or application for cold chain equipment (CCE) support, technical assistance (TA) or such other support that the Gavi Board may offer from time to time to realise the objectives of the COVAX Facility |
| **Approved Vaccine**  | A vaccine against COVID-19 for which Gavi has entered into an Advance Purchase Commitment and that has one of the following: (i) WHO Prequalification; (ii) Emergency Use Authorisation or conditional marketing approval by an SRA; or (iii) WHO Emergency Use Listing. |
| **Authorisation** | An authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration |
| **COVAX** | The vaccines pillar of the Access to COVID-19 Tools (ACT) Accelerator. |
| **COVAX AMC** | The financing instrument supporting the participation of the COVAX AMC Eligible Economies in the COVAX Facility |
| **COVAX Facility** | A mechanism through which demand and resources are pooled to support availability of, and equitable access to, COVID-19 vaccines for all economies. |
| **COVAX AMC Eligible Economies**  | 80 low- and lower-middle-income economies eligible for COVAX AMC support based on 2018 and 2019 World Bank GNI data and the 12 other World Bank IDA-eligible economies (92 economies in total). Listed here: <https://www.gavi.org/news/media-room/92-low-middle-income-economies-eligible-access-covid-19-vaccines-gavi-covax-amc> |
| **COVAX Partner** | Each of the Coalition for Epidemic Preparedness Innovations (CEPI), Gavi, UNICEF and the World Health Organisation (WHO) |
| **Emergency Use Authorisation** | A process by which a Stringent Regulatory Authority approves the use of a vaccine under development during a public health emergency. |
| **Gavi** | The Gavi Alliance, a Swiss-based non-profit foundation granted privileges and immunities by the Swiss authorities |
| **Gavi-Eligible Countries** | Countries eligible to apply for new vaccine support from Gavi as listed: <https://www.gavi.org/types-support/sustainability/eligibility> |
| **Office of the COVAX Facility** | The Office of the COVAX Facility is a unit within Gavi responsible for administering the COVAX Facility. |
| **PAHO** | The Pan American Health Organization |
| **PAHO Revolving Fund** | PAHO’s cooperation mechanism for the joint procurement of vaccines, syringes, and related supplies for participating Member States. |
| **PFA** | The contractual arrangement that sets out the terms and conditions applying to all current and future programmes undertaken by the AMC Group Participant and funded by Gavi during the term of the Agreement. |
| **Participant**  | Any party who signs a Commitment Agreement or any AMC Group Participant (see definition above)  |
| **Procurement Agency** | Each of the Pan American Health Organization (PAHO) and the United Nations Children’s Fund (UNICEF) |
| **SRA** | A Stringent Regulatory Authority as defined by reference to WHO’s list of stringent regulatory authorities, as updated from time to time. <https://www.who.int/medicines/regulation/sras/en/> |
| **UNICEF SD** | UNICEF Supply Division |
| **Vaccine Request Form** | The form with which any Participant in the COVAX Facility requests vaccines from the COVAX Facility.  |
| **WHO Emergency Use Listing** | 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** | Prequalification is a service provided by WHO to assess the quality, safety and efficacy of medical products for priority diseases and that are intended for United Nations and international procurement to developing countries. |

1. Please see the following document for further information on WHO SAGE guidance for vaccine products: <https://www.who.int/groups/strategic-advisory-group-of-experts-on-immunization/covid-19-materials>; <https://extranet.who.int/pqweb/vaccines/vaccinescovid-19-vaccine-eul-issued> [↑](#footnote-ref-2)