



## Decision Letter

### Covid-19 Vaccine Support

This Decision Letter, together with the Covid-19 Vaccine terms referred to at item 6 sets out the Terms of the Programme.

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:** INDIA
- 
- 2. Grant number:** IND-COVID19-EOS
- 
- 3. Date of Decision Letter:** 4 February 2022
- 
- 4. Date of the PFA:** 12 June 2015
- 
- 5. Programme title:** Emergency Outbreak Support, COVID-19 Vaccine Support
- 
- 6. COVID-19 Vaccine Programme terms:**  
Terms of support are defined in:
- The Covax Vaccine Request, including the Gavi Grant Terms and conditions for COVAX AMC Group Participants, the COVAX Facility Terms and Conditions for the AMC Group Participants and the Vaccine Request form (Part A and Part B) signed on 07.12.2020 and submitted to Gavi.
  - Gavi's Transparency and Accountability Policy.
- 
- 7. Programme duration:** 2021 - 2022
- 

### 8. Indicative product presentation and formulation of vaccine (First Allocation Round):

*Covishield*

This/these vaccine presentation(s) refer(s) to the vaccines allocated to the Participant in the first Allocation Round. Subsequent Allocation Rounds may result in the allocation of the additional vaccine presentation(s).

The Allocation Mechanism will endeavour to integrate product preference into vaccine allocations. While efforts will be made to establish 'best-matches' between products and preferences, the Participant is not guaranteed to receive products with preferred characteristics, given preference is one of many factors, including limited supply availability that need to be considered when allocations are made.

## 9. First Allocation Round Amount (Approved):

This is the Amount of Approved Vaccines to be received from the First Allocation Round for the period February to May (AZ or SII-AZ) or Quarter 1 (Pfizer).

Gavi Support Material	2021-2022	
	Units	Total Cost US\$
COVISHIELD	140,000,000	417,300,000
Devices	Devices (syringes, safety boxes) sufficient for, or exceeding, First Allocation vaccine amount.	N/A
Diluent	-	-
Dose and Diluent freight		-
Total Gavi Vaccine Support (US\$)		417,300,000

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

## 10. Annual Amount (Indicative):

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 the First Allocation Round (set forth in Item 9, above); and ii) indicative future allocations that will take the total allocation up to an amount covering up to 20% of the population of the Participant, depending on vaccine presentations allocated and the inclusion of new vaccine presentations in the COVAX portfolio and supply. As allocation rounds progress and actual allocations are made, the Annual Amount will be revised, and the Participant will be notified of such updates.

Gavi Support Material	2022 (Indicative Future Allocations)
	Units
Vaccine	n/a
Devices	Devices (syringes, safety boxes) sufficient for, or exceeding, First Allocation vaccine amount

Annual Amounts are subject to funding 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 and oversupply or undersupply of vaccines to the Participant. Following such adjustment, Gavi shall notify the Government of such changes as soon as possible.

## 11. Clarification of financial and administrative records:

Gavi's funding (i.e., any cash or the value of any equipment, immunisation supplies or approved vaccine) must be used and applied for the sole purpose of fulfilling the programme(s) as described in the Participant's National Deployment and Vaccination Plan (NDVP) as uploaded to the COVID-19 Partners Platform (<https://covid19partnersplatform.who.int/en/>) prior to the first Allocation Round. Subsequent allocations must be used and applied as described in the version of the NDVP uploaded to the Partners Platform prior to each Allocation Round. This plan including the targeted population prioritisation and strategies, as validated by the Regional Review Committee, forms the basis of the agreed programme activities. Any change from the programme activities must be reviewed and approved in advance by Gavi.

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.

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 determines not to have been used for the programme(s) described in its NDVP or otherwise misused.

## 12. Procurement agency:

UNICEF Supply Division and PAHO are the designated procurement agencies for the COVID-19 Vaccine Programme.

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.

## 13. Reporting and Audit requirements:

In accordance with Gavi's Transparency and Accountability Policy (TAP)<sup>1</sup>, 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.

Participants will be expected to report back on programmatic performance and implementation in accordance with the WHO SAGE values framework for the allocation and prioritization of COVID-19 vaccination and, the WHO SAGE roadmap for use in the context of limited supply.

The Participants' National Deployment and Vaccination Plan sets out the approved programme activities, which Gavi will use as reference to evaluate and monitor progress against over the course of time. Participants will be expected to report progress against target population prioritisation as well as core programmatic data, including, but not limited to vaccine uptake, stock utilisation, and AEFI reporting on a monthly basis through the WHO-UNICEF Joint Reporting Form COVID-19 module, which Gavi will use as a key input to monitor programme implementation. Gavi may request Participants 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 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.

## 14. 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

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

# COVAX



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:** Tokunbo Oshin

**Title:** Director, High Impact Countries

**Date:** 4 February 2022