Agreement reference no.: SDN-01

THE GAVI ALLIANCE
AND
THE GOVERNMENT OF SUDAN

PARTNERSHIP FRAMEWORK AGREEMENT
FOR
VACCINE AND CASH SUPPORT
THIS PARTNERSHIP FRAMEWORK AGREEMENT (this “Agreement”) is dated as of (the “Effective Date”) between:

(1) THE GAVI ALLIANCE, an independent non-profit foundation within the meaning of Articles 80 to 89 of the Swiss Civil Code with a registered address at 2 Chemin des Mines, Geneva, 1202 (“GAVI”); and

(2) THE GOVERNMENT OF SUDAN (the “Country”), as represented by [the Federal Ministry of Health, and the Ministry of Finance (the “Government”),

(each, a “Party” and, together, the “Parties”).

INTRODUCTION:

(i) GAVI supports countries to introduce new vaccines and expand the reach of immunisation services. The Government is committed to and considers immunisation to be a core component in its national health plan. GAVI seeks to align its support behind such national immunisation and health plans.

(ii) From time to time, the Government may be invited to submit an application to GAVI requesting it to provide vaccine and/or cash support for its immunisation activities and strengthening of its health systems. If the Government submits an application, GAVI will review and may indicate its intention to support the programme set out in such application by endorsing a multi-year budget for the entire programme and, subject to funding availability and satisfactory performance by the Country, approve one or more amounts of support for such programme for its duration.

(iii) The Parties are entering into this Agreement to set out the terms and conditions that will govern all current and future programmes as described in this Agreement.

(iv) Each time GAVI approves an initial amount of support under a multi-year budget of a programme, GAVI will set out the programme terms in a decision letter prior to the start of the programme. Such programme terms set out in the decision letter will be updated upon each subsequent approval (and any subsequent amendments) of an amount of support under the programme.

IT IS AGREED as follows:

1. Definitions and interpretation
   All defined terms used in this Agreement (including the Annexes and Decision Letters) are set out in Annex 1, unless otherwise defined or stated in this Agreement.

2. Purpose of this Agreement
   This Agreement sets out the terms and conditions that apply to all current and future Programmes undertaken by the Government and funded by GAVI during the term of this Agreement.
Decision Letter

Subject to funding availability, the County is required to provide a Program Budget that is only an

4. Program Budget

Subject to funding availability, the County is required to provide a Program Budget that is only an

4. Program Budget
accepted the Programme Terms as of the date of the notification as set out in the Decision Letter.

5. Disbursement Conditions
The approval and Disbursement of any vaccines and related supplies and/or funds by GAVI pursuant to this Agreement shall be subject to the Disbursement Conditions set out in Annex 2 being satisfied in relation to such approval and Disbursement.

6. Co-financing obligations
Where relevant, the Government shall fulfil all co-financing obligations applicable to the provision of funding by GAVI pursuant to this Agreement either by making the Co-Financing Payments (if self-procurement does not apply) or purchasing the required number of doses of vaccines set out in the relevant Decision Letter(s).

7. Programme documentation
7.1. Annexes
All Annexes attached to this Agreement (as modified from time to time under Clause 17.6 of this Agreement) shall form part of this Agreement, including the following:
(a) Annex 1: Definitions and interpretation
(b) Annex 2: Additional provisions related to Programmes
(c) Annex 3: Transparency and Accountability Policy
(d) Annex 4: Co-Financing Policy
(e) Annex 5: Vaccine Introduction Grant Policy

7.2. Decision Letter
All provisions of this Agreement shall govern and apply to all Programme(s) and Decisions Letter(s) between the Parties, unless otherwise modified or stated in the relevant Decision Letter(s). Each Decision Letter shall form an integral part of and amend the provisions of this Agreement. Any changes to a Programme approved by GAVI shall be notified to the Country and such changes shall be reflected in a following Decision Letter.

7.3. GAVI policies and documents
The Government shall comply with all policies, guidelines and processes of GAVI that are relevant to the Programmes which shall form part of this Agreement. GAVI may issue additional Programme related policies, guidelines or processes that shall apply to this Agreement after the Effective Date in accordance with Clause 17.6 of this Agreement. All Programme related policies, guidelines and processes shall be available on GAVI’s official website and/or sent to the Government.

7.4. Inconsistency between the documents
or disqualified for whatever reason.

funding to replace any vaccines and related supplies that are, or become, defective in vaccines and related supplies, which remain the responsibility of the Government, or in cases where the failure or inability of the Government to provide vaccines and related supplies after such date is passed to the County. Neither Party shall be responsible for any supplies purchased for its own use before the date on which the County shall be solely responsible for any liability that may arise in connection with (i) the importation of any vaccines or related supplies, and (ii) the use of distribution of vaccines and related supplies after such date.

9. No Liability

Agreement by reference to the facts and circumstances then existing.

The representations by the Government set out in Clause 8 shall be deemed to be representations repeated.

8.2 Representations Repeated

Government under this Agreement has accounted and is continuing,

as of the date of the Agreement, to have received and final all information of record, is accurate and correct to the knowledge of the Government, and is submitted to CAVF in full.

Aware of or suspected breach of obligations by the Government, or in cases where the failure or inability of the Government to provide vaccines and related supplies after such date is passed to the County. Neither Party shall be responsible for any supplies purchased for its own use before the date on which the County shall be solely responsible for any liability that may arise in connection with (i) the importation of any vaccines or related supplies, and (ii) the use of distribution of vaccines and related supplies after such date.

8. Representations by the Government

Agreement of any annexes to this Agreement. The terms of the Annex shall govern. In the event of any inconsistency between this Agreement and any Annex, the terms of the Annex shall govern.
Unless otherwise agreed with GAVI, the Government shall maintain, where available at a reasonable cost, all risk property insurance on the Programme assets (including vaccines and vaccine related supplies) and comprehensive general liability insurance with financially sound and reputable insurance companies. The insurance coverage shall be consistent with that held by similar entities engaged in comparable activities.

11. Indemnity
Subject to Clause 9 of this Agreement, the Country shall defend and indemnify GAVI and its present and former officers, directors, employees and agents, and hold it and them harmless from and against any losses, costs, claims, expenses, liabilities, demands, damages and fees incurred by it and them (including reasonable fees of counsel) arising from any claim, action or dispute brought in connection with the Programmes or the supply of vaccines and related supplies of the provision of funding under this Agreement.

12. Duration
This Agreement shall remain effective until all Programmes have expired under it and the Country is no longer receiving GAVI support, or earlier, if GAVI terminates this Agreement by written notice to the Government, such termination being effective as from the date set out in the notice from GAVI.

13. Anti-corruption
The Government shall ensure that any practice that is or could be construed as an illegal or corrupt practice in the Country shall not occur in connection with any Programmes. The Government shall not, and shall ensure that its employees, representatives, agents, beneficiaries, or any other person working for or on its behalf shall not offer, give, receive or solicit, directly or indirectly, gratuities, favours, gifts or anything else of value or benefit: (i) in connection with any procurement process related to any Programmes; (ii) to influence the action of any person in relation to endorsement or approval of funding under this Agreement; (iii) to influence improperly the activities relating to the implementation of any Programmes; or (iv) to influence the selection of vaccines from a particular vaccine manufacturer. The Government shall require any entities with which it enters into any sub-grant agreements to impose similar obligations on sub-grantees.

14. Anti-terrorism and money laundering
The Government shall ensure that no funds are used: (i) to support or promote violence, war or the suppression of the general populace of any country, aid terrorists or terrorist activities, conduct money laundering activities or fund organisations or individuals associated with terrorism or that are involved in money-laundering activities; or (ii) to pay persons or entities, or import goods, if such payment or import, to the Government's knowledge or belief, is prohibited.
Dispute for which the amount at issue is greater than US$10,000 GAVI and the
US$10,000 or less, these shall be one alternative resolution by GAVI for any
Application Rules." For any dispute for which the amount at issue is
Application shall be conducted in accordance with the then-current rules
Dispute is first
appropriately within a period of four (4) weeks from the date when the Dispute is first
in connection with this Agreement or any Decision. Later this is not settled
Any dispute, controversy or claim ("Dispute") between the Parties arising out of
Resolution of disputes

17. General provisions

17.1 Intellectual Property Rights

16. GAVI Intellectual Property Rights

Locally and internationally with GAVI funds. Any appropriate membership is required from donors and allows all parties to be
be incorporated into the Programmes and funds

15. Taxes

14. GAVI funds provided under this Agreement shall not be used to pay any


12. Settlement of disputes

law, whether federal or state law.
the terms of this Agreement shall be interpreted and applied in accordance with

interpretation of provisions in this Agreement
Government 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 and shall be conducted in English and, when requested by the Government, in French. The Parties agree to be bound by any arbitration award, as the final adjudication of any Dispute.

17.3. No waiver of privileges and immunities
Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of GAVI and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with those privileges and immunities.

17.4. Survival
Clauses 5, 6, 9, 11, 13, 14, 16 and 17 shall survive the expiry or termination of this Agreement.

17.5. Entire agreement
This Agreement (and all Annexes) and Decision Letter(s) represent the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior communications, understandings and agreements between the Parties with respect to such subject matter, whether oral or written.

17.6. Modification of this Agreement
No modification of this Agreement (except for the Annexes and Decision Letters attached to this Agreement) shall be valid except in writing and signed by the Parties. GAVI may add or delete Annexes or modify the terms in the Annexes to this Agreement and such additions, deletions and modifications shall apply to the Government as of the date of notification to it of such changes. If the Government does not agree with any of the changes proposed by GAVI in the Annexes, it shall notify GAVI of any disagreements within thirty (30) calendar days of notice of such changes. Notwithstanding Clause 17.2, if the Parties fail to resolve any disagreements under this Clause within a reasonable period of time, either Party shall have the right to terminate this Agreement.

17.7. Successors and assignments
This Agreement shall be binding on the successors and assigns of each Party and the Agreement shall be deemed to include the Party’s successors and assigns. However, no assignment or transfer by the Government of its rights or obligations under this Agreement shall be effective without the prior written consent of GAVI.

17.8. Signing authorities
Where requested by GAVI, the Government shall provide satisfactory evidence of the authority of the persons authorised to sign this Agreement.

17.9. Counterparts
This Agreement may be executed in one or more counterparts, which shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

17.10. Exclusion of Third Party Rights

Unless expressly stated to the contrary, no part of this Agreement shall create any rights in favour of any third party that is not a Party to this Agreement which shall impose any obligation on, or be enforceable against GAVI.

In witness whereof, the duly authorised representatives of the Parties have entered into this Agreement as of the Effective Date.

On behalf of the GAVI Alliance

GAVI ALLIANCE

By (Sign): Hind Khatib-Othman

Name (Print): Hind Khatib-Othman

Title: Managing Director

Country Programmes

GAVI Alliance

Date: 10-12-2013

On behalf of the government of Sudan

THE FEDERAL MINISTER OF HEALTH

By (Sign): [Signature]

Name (Print): Bahreldin Abougada

Title: Minister

Date: 02.11.13

THE MINISTER OF FINANCE

By (Sign): [Signature]

Name (Print): Ali Mahmoud

Title: Minister

Date: 17.11.2013

Republic Of Sudan
Ministry Of Finance And
National Economy
The Minister

Date: [Stamp]
Vaccine Introduction Grant means an amount provided by GAVI to support the activities involved in the introduction of a new vaccine in the Country; and

Vaccine Introduction Grant Policy means the Vaccine Introduction Grants and Operational Support Policy of GAVI attached as Annex 5 (as amended from time to time);

WHO means the World Health Organization.

2. Interpretation

For the purpose of this Agreement, “this Agreement”, where the context requires, shall include all the Annexes and Decision Letters.
Decision Letters

I. Additional provisions related to Programmes

ANNEX 2
2.1. Form of Decision Letter
Each Decision Letter shall set out the Programme Terms of a single Programme, the form of which will be provided by GAVI from time to time.

2.2. Amendments to Decision Letters and Programmes
GAVI may amend the amount and duration of support to be provided under a Programme, including the Programme Budget, Annual Amount, Co-Financing Payment and Programme Duration, and the Programme Activities of a Programme and will reflect such amendments in a following Decision Letter. The Government may also request any significant changes to the Programme Terms by notifying GAVI in its Annual Progress Report of such proposed changes which shall be considered by GAVI in accordance with its guidelines.

3. Application of Agreement to all Programmes

3.1. Existing and future Programmes
The terms and conditions of this Agreement (including the Annexes) and the relevant Decision Letter(s) shall apply to all future disbursements to be made after the Effective Date of this Agreement under existing and future Programmes being undertaken by the Government at the Effective Date of this Agreement as well as afterwards during the term of this Agreement.

3.2. Pre-existing Programmes
In relation to disbursements that were made prior to the Effective Date under Programmes that are in progress at the Effective Date of this Agreement, this Agreement shall apply to:
(a) all activities to be undertaken by the Government after the Effective Date of this Agreement; and
(b) all amounts of funding and supplies that have been Disbursed but have not been used or committed to be used as at the Effective Date of this Agreement.

For the avoidance of doubt, all future application of funding and vaccines under such existing Programmes will only be used and all future funding to be provided will only be Disbursed in accordance with the terms and conditions of this Agreement.

Any terms and conditions applicable to any past disbursements under existing Programmes that are inconsistent with the terms in this Agreement as set out above are hereby varied by mutual agreement between the Parties as of the Effective Date.

3.3. Transition Arrangements for Monitoring and Reporting
Notwithstanding the above, any additional monitoring and reporting obligations contained in this Agreement (including the Annexes and the relevant Decision Letter(s)) shall only apply with effect from the beginning of the next reporting period after the Effective Date of this Agreement.
4. Civil Society Organisations
In addition to the Government, GAVI may award grants to other entities either through the Government or directly to entities for activities such as to strengthen coordination and civil society representation and implement health systems strengthening programmes in the Country. The Government shall cooperate as appropriate with such other entities to realise the benefits of all GAVI supported programmes in the Country from time to time, including civil society organisations.

5. Sub-Grantees
The Government may provide GAVI funds to other entities to carry out the GAVI supported programmes under this Agreement (the “Sub-Grantees”). If the Government provides GAVI funds to Sub-Grantees, the Government acknowledges and agrees that providing GAVI funds to Sub-Grantees does not relieve the Government of its obligations and liabilities under this Agreement or from the obligation to ensure that GAVI funds are used only for the purposes envisaged by this Agreement and not otherwise, and that such funds are not Misused. The Government is responsible for the acts and omissions of its Sub-Grantees in relation to the GAVI supported programmes as if they were the acts and omissions of the Government. The Government shall ensure that the Sub-Grantees comply with this Agreement (including the Annexes and the relevant Decision Letter(s)), in particular, under Section C of this Annex and GAVI policies and guidelines relating to use and management of GAVI funds.

6. Country information and data
In order to allow GAVI to make informed decisions related to the Country’s health systems, supply chain (including cold chain) and GAVI’s activities, GAVI needs to have access to Country related information and data that could be relevant to GAVI’s assessment of applications and monitoring of Programmes and progress. To facilitate this, the Government hereby agrees and consents to the sharing by GAVI’s partners (including WHO, UNICEF, PAHO), bilateral donors, the Country’s Auditor General, external auditors and other entities that conduct coverage surveys and cold chain assessments (the “Entities”) any of the Government’s documents, reports, statements, data and information (including confidential information and data), such as evidence related to co-financing payments and vaccine arrival reports, as well as the Entities’ analyses and reports generated from or containing country information and data (including Post Introduction Evaluations and Effective Vaccine Management Assessments, improvement plans and all related documents).

Section B: Vaccine and cash support

7. Vaccine support
GAVI may approve funding for the purchase of vaccines and related supplies for immunisation programmes of the Country under its New and Underused Vaccines (NVS) programme and/or such other programmes as GAVI may support from time to time.

8. Vaccine Introduction Grant
GAVI may provide Vaccine Introduction Grant(s) under a Programme to the Country in accordance with the Vaccine Introduction Grant Policy. GAVI’s funding is not intended to cover all costs related to introduction of a new vaccine in the Country. GAVI shall provide such funding on the understanding that any costs related to introduction of a new vaccine in the Country not met by GAVI shall be met by the Government. GAVI shall notify the Government of the amount of the Vaccine Introduction Grant in the relevant Decision Letter of a Programme. The Government shall report on the use of the Vaccine Introduction Grant(s) in the relevant Annual Progress Report(s).

9. Procurement through an agency
The following provisions shall apply where UNICEF (acting as the Procurement Agency for GAVI and Government’s procurement agent), PAHO or another agency acts as the procurement agency for GAVI for procuring and delivering vaccines and related supplies under a Programme (the “Procurement Agency”):
(a) GAVI shall Disburse the relevant funding to the designated Procurement Agency;
(b) for the purchase of the co-financed supplies, the Country shall pay any Co-Financing Payments directly to the designated Procurement Agency as agreed in any Procurement Services Memorandum of Understanding between them;
(c) the Procurement Agency shall conduct the procurement of vaccines and related supplies supported by GAVI according to the Procurement Agency’s rules and any relevant agreement concerning such procurement;
(d) the Country shall receive such supplies directly from the Procurement Agency;
(e) the Country agrees to the Procurement Agency sharing information with GAVI on the status of purchase of the co-financed portion of the vaccines and related supplies;
(f) the Country shall keep in contact with the Procurement Agency to understand the availability of the supplies and eventually to prepare the schedule of their deliveries; and
(g) GAVI shall not be held responsible for any consequences arising from the delay in procurement or delivery of vaccines and related supplies to the Country.

10. Self-procurement
10.1. Cash in lieu of supplies
GAVI may approve the provision of cash in lieu of vaccines and related supplies to allow the Government to procure such supplies through their own procurement
The government shall only procure and distribute syringes that are pre-packed and disposable.

**10.6 Quality Criteria for Self-Procured and Pre-packed Syringes and**

Purchased syringes by WHO in the countries where the vaccines are manufactured and assessed by WHO in WHO Technical Reports (Series) by a functional NRA as (a) are described in WHO’s definition of quality vaccines by WHO, or (b) are assessed according to WHO’s definition of quality vaccines by WHO, or (c) are assessed as only functional National Regulatory Authority (NRA) which has been assessed as only functional National Regulatory Authority (NRA) which has been assessed by the regulatory authorities. The government shall only procure syringes from the WHO pre-packaged list of syringes (i) in the case of locally-produced syringes using GAVI support where (ii) are purchased invoices of receipts of syringes by GAVI.

**10.5 Quality Criteria for Self-Procured Syringes using GAVI Support**

Pre-packed syringes are purchased as soon as possible at an agreed and representative price. The government shall ensure that only syringes which are subject to purchase after sufficient vaccines to reach the target population are procured and that the difference in the program’s needs is higher than the UNICEF target.

**10.4 Co-Framing**

Immunization programs and shall report the use of such funds to GAVI in the event of estimated funds. The government may use the excess funds in cases where the estimated price is lower than the UNICEF weighted average of estimated funds. The government shall pay the difference in the program’s need when the supplier is higher than the UNICEF target.

**10.3 Difference between Negotiated and Estimated Prices**

Sand Suppliers are determined as soon as possible at an agreed and representative price. The government shall ensure that only syringes which are subject to purchase after sufficient vaccines to reach the target population are procured and that the difference in the program’s needs is higher than the UNICEF target.

**10.2 Self-Procurement Mechanism**

Procurement is an annual process of procurement, which annual amounts are based on the equivalent value to the UNICEF weighted estimate. This is the annual amount for each single syringe.
For syringe and needle disposal boxes the Government shall either: i) procure boxes that appear on the relevant WHO list of prequalified products; or ii) submit to GAVI a certificate of quality issued by a relevant national authority.

10.7. Quality criteria for self-procured vaccines, auto-disable syringes, and disposal boxes using co-financing funds
GAVI strongly encourages countries self-procuring co-financed products to ensure they are of WHO-defined assured quality, such as those on the WHO list of pre-qualified products or as otherwise described in paragraphs 10.5 and 10.6 above.

11. Operational costs for campaigns
For certain types of vaccines, GAVI may provide additional funding to support the operational costs for campaigns in the Country related to such vaccines in accordance with the Vaccine Introduction Grant Policy, which support shall be Disbursed in cash to the Government, WHO and/or UNICEF. Such funding shall be used and applied to fund the Programme Activities and the information on the amount of support will be communicated to the Government in a Decision Letter. GAVI’s funding is not intended to cover all operational costs for campaigns. GAVI shall provide such funding on the understanding that any operational costs for campaigns not met by GAVI shall be met by the Government. The Government shall report on the use of the funding for operational costs in the relevant Annual Progress Report(s).

12. Safety of injections
The principles of the WHO-UNICEF-UNFPA joint statement on safety of injections (WHO/V&B/99.25) shall apply to all immunisation services under the Programme(s).

13. Other charges and fees
The Co-Financing Payments set out in a Decision Letter indicate the Country’s contribution towards the costs for the vaccines and related injection safety devices and any freight charges. The Country should be aware that the Co-Financing Payments do not include the 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.

14. Cash support
GAVI may approve funding for Programmes that contribute to the strengthening of the capacity of integrated health systems to deliver immunisation in the Country, including by contributing to the resolving of the major constraints to deliver immunisation, increasing equity in access to services and strengthening civil society engagement in the health sector and/or such other programmes as
cooperate with GAVI to provide information reasonably requested by GAVI to
accrue improved and assistance with logistical, the Government shall also
free all issues to prevent personal documents and records, and (q) by providing
consulting the GAVI and any authorized representatives of reports, short-term access
caliber and any third party. The Government shall facilitate such process (v) by
produce assessment, studies, and research of relevant programs (s) with or without
assessment, impact, and evaluation. GAVI has the right to conduct independent monitoring, evaluation, impact

1.7. Monitoring and Evaluation

GAVI

shall submit all documents related to annual health sector reviews as requested by
the Government. All annual reports are submitted through existing country-level mechanisms. The Government
will submit the annual reports (s) by the program (s) for approval in the annual
reports. The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government. The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.

The Government shall also submit their internal management reports on
the Annual Progress Reports and country application on the annual reports. Each country shall submit these reports to the
Government.
conduct monitoring, evaluation, impact assessment, studies and research related to the Programmes after the Country no longer receives GAVI support.

18. GAVI's use of information
Where GAVI has obtained or created information pursuant to this Agreement including without limitation information obtained or created pursuant to paragraphs 6, 16 and/or 17 of this Annex 2, GAVI may disclose or publish such information to such third parties as may be deemed by GAVI as having a need to know such information where such information relates to the performance of a Programme and/or, in the opinion of GAVI, the operation of GAVI's objectives from time to time.

19. Management and use of funds
In respect of all GAVI provided funds, the Government shall comply with GAVI requirements on the use and management of cash, including the following:
(a) the Government shall use the cash solely to fund Programme Activities;
(b) the Government shall ensure that the funds are prudently managed in accordance with the TAP Policy and Financial Management Requirements;
(c) in the case of cash in lieu of supplies, funds shall be used to purchase the vaccines in accordance with the self-procurement mechanism set out in the Country's application as reviewed and approved by GAVI and managed in accordance with all guidelines, procedures, standards, reporting requirements and recommendations (if any) on self-procurement mechanisms and in accordance with this Agreement and the relevant Decision Letter(s); and
(d) the Government shall not apply any cash received from GAVI to satisfy its co-financing obligations.

20. Misuse of funds and supplies
20.1 Misuse of funds and supplies
In respect of all funds and vaccines and related supplies provided to the Government under the Programme(s), the Government shall comply with obligations and requirements on the use of such funds and supplies, including the following:
(a) the Government shall use the funds and vaccines and related supplies received from GAVI under a Programme for the sole purpose of carrying out the Programme Activities of such Programme;
(b) the Government shall ensure that there is no misuse or waste of, or corrupt, illegal or fraudulent activities involving the funds and vaccines and related supplies; and
(c) the Government shall ensure that all expenses relating to the use or application of funds are properly evidenced with supporting documentation sufficient to permit GAVI to verify such expenses.
Cost of Investigation

County and province GAHSI on the outcome of any case involved in illegal or unlawful activities in accordance with the laws of the government shall use its best endeavors to pursue any individuals or entities personal safety of those carrying out investigations and audits. The government shall also provide a safe working environment for, and ensure the

are held for activities under the Programme(s) are carried out
(c) the premises or facilities of the Government where the Programme Documents

Programme Documents

and/or other entities, the Programme(s) held by the Government, or by any other entities in

the Programme(s) held by the Government, or by any other entities, the

Programme, and/or the.authorised representatives of such in relation to any GAHSI

investigation and, the Government and all the relevant persons shall cooperate fully with GAHSI

Process for Investigation and

Paragraph 22.2 below.

to conduct an additional inspection to

under the TIP Policy, and to conduct an additional inspection to

ensured GAHSI by the County in accordance with

the original Programme activities and/or inspection activities in the County.

the Programme, and any asset purchased by the County using GAHSI funds

the potential of sexual violence in connection with any Programme.

immediately inform GAHSI when it becomes aware of any

government by the government.

determine whether GAHSIs funds have been used solely to fund the Programme

If the Government fails to comply with any of the above, such event shall be a
If there is any material Misuse, GAVI reserves the right to be reimbursed by the Government for up to 100% of the reasonable costs incurred in the investigation by GAVI to be determined on a case-by-case basis depending on the facts and circumstances relating to such Misuse.

23. Records and expenditures
The Government shall maintain accurate and separate accounts and records of each of the Programmes prepared in accordance with internationally recognised standards that are sufficient to establish and verify accurately the costs and expenditures under the Programmes. The Government shall maintain such accounts and records and any other supporting documents evidencing expenses made with GAVI’s funds according to the Country’s fiscal requirements for a minimum of five (5) years after the completion of a Programme. In the event where GAVI provided funds are pooled with other sources of funding, accounts and records will equally be maintained for the pooled funds.

24. External audits
Unless otherwise specified, the Government shall submit to GAVI audit reports of the accounts holding the GAVI provided funds within one year of the close of each financial year. In order to produce such audit reports, GAVI may, at its option, jointly with the Government be involved in: (i) selecting one or more external auditors; and (ii) determining their terms of reference. In addition, GAVI reserves the right to commission an external audit of the accounts by an independent audit firm at any time, including after a Programme has expired, at its own cost. The external audit report should be compliant with the latest version of international auditing standards of the International Auditing and Assurance Standards Board (IAS).

25. Disbursements of funds
25.1. Bank accounts
The following provisions shall apply to the funds Disbursed to the Government:
(a) funds in the possession of the Government shall remain, to the extent practicable, in an interest-bearing bank account at a reasonable commercial rate available in the Country until they are used for the Programme(s);
(b) funds are deposited in a reputable bank in the Country which is fully compliant with all applicable local and international banking standards and regulations, including capital adequacy requirements;
(c) the Government shall carry out all necessary due diligence on the designated bank account to ensure that it complies with (a) and (b) above;
(d) the Government shall provide the details of a bank account satisfying the above requirements in the name of the Government into which funds are normally held;
(e) GAVI shall reserve its right to request any changes to the bank and bank account to be used by the Government; and
22

The Government during any period of suspension

previously provided by GAVI to the Government shall not be accessed or used by
Programme not suspended shall remain in full force and effect. Any funds
accordance with Paragraph 2.4 of this Annex. Any portion of the Agreement on
suspension no longer exists or (ii) GAVI decides to terminate this Agreement in
Suspension shall continue until: (i) GAVI is satisfied that the reason for the

Effect of Suspension

that the Programme(s) can be carried out successfully,
(e) GAVI has determined that a situation has arisen which makes it improbable

under the GAVI-erected Programme, this Agreement and the relevant
Agreement and any Decision Letter;
(c) the Government has failed to perform any of its obligations under this
Decision;
(b) the Agreement or Annual Notice in connection to a Programme;
(a) the Country

28.1. Events of Suspension

with funds and/or supplies to GAVI in accordance with Paragraph 29 of this
If the Government has any excess funds and/or supplies that have not been used by

27. Excess funds and/or supplies

Any other controversy as approved by GAVI

26. Currency

the bank and shall replenish such lost funds as soon as possible after the event.
whether reason including insolvency of the bank or mismanagement of funds at
The Government shall be responsible for any loss of funds held at the bank for

25.3. Loss of funds

Any interest on the funds Disbursed by GAVI to the Government shall be
interest

25.2. Interest

on demand.

(i) All interest funds are held in cash and may be withdrawn at any time in full.
28.3. Default due to Co-Financing Payments
During the period in which the Programmes have been suspended under paragraph 28.1(a) above, the Country shall not be eligible to submit applications to GAVI for new vaccines and shall cooperate fully with GAVI to work towards complying with its obligations under the Co-Financing Policy.

28.4. Events of termination
GAVI may terminate, in whole or in part, this Agreement or one or more Programmes to the Country if:
(a) there is an actual Misuse in connection with a Programme and the Government has failed to take timely and appropriate action to address such Misuse to the satisfaction of GAVI;
(b) the Government has materially failed to perform any of its obligations under this Agreement and any Decision Letters;
(c) any representation made by the Government proves to have been incorrect or misleading in any material respect; and
(d) GAVI has determined acting reasonably that a situation has arisen which makes it improbable that the Programme(s) can be carried out successfully.

28.5. Effect of termination
Any portion of this Agreement or Programme(s) that is not terminated shall remain in full force and effect.

29. Return of funds
29.1. Events for returning funds
Notwithstanding the availability or exercise of any other remedies under this Agreement, GAVI may require the Government to return to GAVI any funds in the currency in which they were Disbursed by GAVI or, in the case of vaccines that are subject to Misuse, require the Government to take any appropriate remedial action under a Programme in any of the following circumstances:
(a) GAVI has Disbursed an amount to the Government in error;
(b) there has been a Misuse;
(c) this Agreement or a Programme has been terminated or suspended; or
(d) the Government has funds that it has not used within the relevant Programme Duration.

29.2. Method for returning funds
The Government shall return such funds, unless otherwise decided by GAVI, in US dollars within sixty (60) days after the Government receives the request for return of funds from GAVI, and shall pay such funds to the account as notified by GAVI.

30. Equal access to immunisation
31. Survival

The Country shall endeavour to progressively carry out its Programme(s) under the principles and objectives of GAVI’s Gender Policy (as updated from time to time) in order to promote gender equality in immunisation and related health services. The GAVI’s Gender Policy shall provide all relevant information and data on gender-related matters on immunisation as part of its monitoring and reporting obligations as requested by GAVI. The services supported and promoted by GAVI shall be free from any influence of caste, creed, social orientation, faith, geographical factor, political affiliation and political gain.

32. Notices

32.1. Notification

Any notice or communication to be given, or Decision Letter or other document to be sent under this Agreement shall be in writing and delivered by registered mail, facsimile transmission or electronic mail, or by using electronic medium in accordance with the instructions provided by GAVI.

32.2. Contact details

The Government shall provide its contact details in its Country applications and upon request by GAVI and shall be responsible for informing GAVI of any changes to its contact details.

32.3. Notification date

(a) Notification sent by GAVI

Any notice given or document sent by GAVI to the Government shall be deemed to have been received by the Government via the electronic medium on the date of receipt by GAVI. If available, any notice or document sent by GAVI to the Government shall be deemed to have been received by the Government when received by it.
1. Goal and scope of the policy

1.1. The goal of GAVI’s Transparency and Accountability Policy is to ensure that all GAVI support provided in the form of cash transfers is used according to programme objectives as outlined in individual country proposals, and in accordance with best practice for financial management.

1.2. The policy governs the use of all GAVI cash transfers to countries for GAVI programmes including, but not limited to: 1) Health System Strengthening, 2) Immunisation Services Support, and 3) New Vaccines Support (for cash in lieu of supplies and lump-sum payments).

2. Principles of the Transparency and Accountability Policy

The policy will:

2.1. Rely and build on existing country capacity to the greatest extent possible, ensuring alignment with country systems.

2.2. Be consistent with the commitments of the Paris Declaration on Aid Effectiveness.

2.3. Promote mutual accountability by encouraging assessments of progress in implementing GAVI support.

2.4. Apply a country-by-country approach to reduce fiduciary risks in a manner which is equitable and transparent.

2.5. Be based on a set of minimum standards for the management of GAVI cash funding:

- Funding should be used for purposes stated within a proposal;
- Funds must be managed in a transparent manner, and provide accurate and verifiable financial reports on a regular basis as specified by individual funding arrangements;
- Funds must be managed within accounts that meet national legal requirements for auditing, accounting and procurement.

3. Procedures

3.1. GAVI will strengthen its existing processes and mechanisms.

3.1.1. The GAVI Secretariat will incorporate an updated financial management section in country proposal guidelines and the annual progress report. The revised guidelines will establish minimum requirements for country financial
In Group I countries, GAVI will finance the countrys health sector and manage their CAVI cash transfers through existing joint management mechanisms. Once a country has selected the preferred funding modality and CAVI supports

one of the groups as follows:

Once a country has selected the preferred funding modality and CAVI supports

once the mechanism of the Health Sector Coordination Committee

and receives the endorsement of the Health Sector Coordination Committee

and exists as a preferred modality for CAVI support. A country prefers not to use an

as a preferred modality for the government will select this joint management mechanism

and establish a mechanism for joint management to ensure funds for the health

meets CAVI minimum standards for joint management. If an alternative

will be identified in the preferred funding modality to obtain CAVI support

Following the financial management assessment, each eligible country

and steps may be needed in each country to maintain operational risks.

that provide adequate facility funding, and (d) address additional criteria

CAVI cash funds (consistent with the principles outlined in section 2 of this paper)

undertaking the level of authority issues in each

provide CAVI with a baseline understanding of the level of responsibility

This assessment will include a review of existing financial management and

the CAVI Secretary will seek input from each country’s financial management

This assessment will include a review of existing financial management and

the CAVI Secretary will seek input from each country’s financial management

in all countries as well as CAVI cash transfers.

and in the ensuing report to the submission of a


country in all countries with this policy

are CAVI cash transfers, independent financial audits, and propose steps for bringing a

financial management section, recommends additional financial management

manage a joint independent review committee to review the

in each CAVI country, together with the government in each country, to reduce the CAVI’s financial

in a financial management section, recommends additional financial management

the financial management section to receive clarification on the

outstanding and supplementary costs to countries the financial

3.1.3. The CAVI Steering Committee will review each independent audit

The CAVI Steering Committee will ensure that each independent review

through the annual progress report

include how they will comply with these provisions and that will be monitored

management and reporting. Revised proposal forms will require countries to
have established procedures for financial management, procurement and reporting, with consistent oversight and support from in-country development partners.

- "Group II countries": These countries follow varying procedures when managing donor funds. Group II countries will pose varying levels of fiduciary risks. Together with countries and in-country partners, the GAVI Secretariat will determine the most appropriate financing mechanism (consistent with the principles outlined in section 2 of this policy).

- "Group III countries": GAVI eligible countries in which there has been suspected or proven misuse of funds from GAVI cash transfers. The decision to include any single country in this category is subject to the judgment and discretion of GAVI management. Special procedures will be negotiated on a case-by-case basis.

3.2.4. GAVI, together with each implementing country government, will establish and agree upon minimum requirements for the specific financing modality selected to channel GAVI cash transfers. These requirements will be based upon each country's respective grouping, as well as relative level of fiduciary risk as established by the financial management assessment.

- Group I: GAVI is likely to accept the existing financial reporting and auditing processes already in place for each joint financing mechanism.

- Group II: Requirements may vary widely from strengthened financial reporting to identification of a third party (either a "third party private provider" or a "transparency and accountability focal point") to review and validate country financial reports. Actual requirements will be determined on a case-by-case basis.

- Group III: Requirements will likely include substantial oversight by a third party private provider and external auditing. Actual requirements will be determined on a case-by-case basis.

3.2.5. Country groupings will be reviewed and revised on a regular basis.

3.2.6. Each eligible country applying for or receiving GAVI cash transfers, regardless of grouping, will identify a single department or individual within the Ministry of Health to oversee compliance with this policy.

3.3. The GAVI Secretariat, with support from its partners and the Independent Review Committee, will monitor country compliance with the Transparency and Accountability Policy, including specific requirements for individual countries.

3.3.1. Countries will manage their GAVI cash transfers and provide financial reports in accordance with the terms of this policy as well as their individually agreed arrangements. Failure to comply with these requirements could result in a variety of measures including the suspension of funding.
Policy & Programming Committee will review the policy on a yearly basis.

The Alliance Programme & Policy Committee of the Board shall:

4.1. The policy will take effect as of January 2009.

4.2. The GAVI Secretariat will begin to implement the policy on a phased basis as determined by the policy implementation plan.

4.3. The GAVI Secretariat will report to the Alliance Board on the implementation of this policy on a yearly basis.

4.4. The Alliance Programme & Policy Committee will review the policy after the first six (6) months of initial implementation. Thereafter, the policy will be reviewed on a yearly basis.

4.5. The GAVI Secretariat will receive information on GAVI cash transfer Group III should it receive information suggesting that GAVI cash transfer Group III suspension has been misappropriated or misused, and thus has been verified to the satisfaction of GAVI’s Secretariat.

3.3.2. The GAVI Secretariat retains the authority to move any country into Group I if the country implements the GAVI Secretariat and eliminates the right to commission an external if Group I recommendation is not followed.

3.3.3. The GAVI Secretariat may elect to channel GAVI funding through a country in Group II may elect to channel GAVI funding through a country in Group I if the country implements the recommendation of the GAVI Secretariat on a biennial basis or a minimum.

3.3.4. The GAVI Secretariat will conduct follow-up financial management assessments on a biennial basis or a minimum.
ANNEX 4

Co-Financing Policy

1. Objectives

1.1. The overall objective of the co-financing policy is to put countries on a trajectory towards financial sustainability in order to prepare them for phasing out of GAVI support for new vaccines, recognising that the time frame for attaining financial sustainability will vary across countries.

1.2. The intermediate objective for countries with an extended time frame for achieving financial sustainability is to enhance country ownership of vaccine financing.

2. Scope

2.1. This policy covers country groupings for co-financing purposes, co-financing levels, the process for annual co-financing updates, and the mechanism for situations in which countries are in default on their co-financing.

3. Principles

3.1. All countries shall contribute to new vaccine support.

3.2. Co-financing should represent new and additional financing; countries should not use funds allocated for financing other vaccines.

3.3. This policy aims to assist countries with their long term planning.

4. Definitions

4.1. “GNI per capita atlas method”: Gross national income (GNI) is the sum of value added by all resident producers plus any product taxes (less subsidies) not included in the valuation of output plus net receipts of primary income (compensation of employees and property income) from abroad. GNI per capita is GNI divided by mid-year population. GNI per capita in US dollars is converted using the World Bank Atlas method which smooths exchange rate fluctuations by using a three year moving average, price-adjusted conversion factor.

4.2. “Co-financing”: GAVI-eligible countries and GAVI contribute to the costs of vaccines.

4.3. “Graduating country”: A country whose GNI per capita crossed the applicable eligibility threshold and that can no longer apply for new vaccine or cash-based programme support, but continues to receive support for Programmes that have been endorsed for GAVI funding when the country was still eligible.
6. Timeline for implementation, grace period, and updates

Countries that were ineligible in 2011

6.2. Countries with CNI per capita below the GAVI lower income threshold

World Bank low-income threshold (CNI threshold) in 2012 and thereafter

5.1. Low-income Group: Countries with CNI per capita at or below the World Bank low-income threshold

4.4. Countries whose CNI per capita has crossed the GAVI lower income threshold and that can no longer apply for new vaccines or cash-based education and/or cash-based programs that have ended

4.3. Countries that are part of the GAVI Alliance have financial support from GAVI, and whose GAVI support is sufficient to cover all eligible expenditures. These are countries that were ineligible at the end of the grace period.

4.2. Countries that were supported by GAVI and whose GAVI support has ended. These are countries that were ineligible at the end of the grace period.

4.1. Countries that were eligible for the GAVI support but did not become eligible for inclusion in the GAVI Alliance.

3.5. Countries with CNI per capita above the GAVI lower income threshold.

3.4. Countries with CNI per capita above the World Bank low-income threshold. These are countries that were ineligible in 2011 and thereafter.

3.3. Countries with CNI per capita above the World Bank low-income threshold and that are still receiving GAVI support.

3.2. Countries with CNI per capita below the GAVI lower income threshold.

2.5. Countries with CNI per capita below the World Bank low-income threshold. These are countries that were ineligible in 2011 and thereafter.

2.4. Countries whose CNI per capita has crossed the GAVI lower income threshold and that can no longer apply for new vaccines or cash-based programs.

2.3. Countries that were supporters of GAVI and whose GAVI support has ended. These are countries that were ineligible at the end of the grace period.

2.2. Countries that were eligible for the GAVI support but did not become eligible for inclusion in the GAVI Alliance.

2.1. Countries that were ineligible in 2011 and thereafter.

1.1. Countries that were ineligible in 2011.
whereby countries are informed of their new co-financing group and prepare their budgets for the new obligation requirements for 2012.

6.2. Co-financing group thresholds will be updated annually according to the latest GNI p.c. data, which is released by the World Bank in July of each year. Co-financing country grouping updates will be made by September of each year. Countries will then be informed of any changes to their co-financing grouping and when those changes will take effect. Countries will have the following calendar year as a grace period to prepare their budgets following their change in co-financing grouping. The new co-financing obligations will take effect in the calendar year following the grace year.

7. Default mechanism

7.1. Co-financing payments in accordance with this policy are a condition to receive GAVI vaccine support. Fulfillment of the co-financing commitment is determined by the country's purchase of the number of doses set out in the GAVI Secretariat’s “decision letter” to the country, or the corresponding dollar amount for vaccines (excluding handling fees, freight, and buffer charges). For self-procuring countries, compliance is defined by the purchase of the number of doses in the Secretariat’s “decision letter” to the country.

7.2. A country enters into default when it has not fulfilled its co-financing commitment for a particular year by 31 December of that year.

7.3. Countries can apply for, but will not be approved for new vaccine support, when they are in default of their co-financing commitment.

7.4. If a country remains in default for more than one year, the GAVI Board may suspend support for the relevant vaccine until the co-financing arrears are paid in full.

7.5. There are exceptional circumstances that can prevent a country from fulfilling its co-financing commitments due to severe natural, economic, social, or political difficulties. In these cases, the GAVI Board may grant a grace period or exemption on a base-by-case basis.

8. Primary data sources

- GNI per capita (Atlas method) from World Bank classifications
- Definition of Low Income Country upper threshold from World Bank classification
- Eligibility threshold adjustment for annual inflation using World Bank deflators
- Reports from vaccine procurers on status of co-financing payments

9. Effective date and review of policy

9.1. This policy comes into effect as of 1 December 2010.
ANNEX 5
GAVI Vaccine Introduction Grant and
Operational Support for Campaigns Policy

1. Objectives

1.1. GAVI Vaccine Introduction Grant: The aim of GAVI's vaccine introduction grant is to facilitate the timely and effective implementation of critical activities in the national vaccine introduction plan in advance of a new vaccine introduction.

1.2. GAVI Operational Support for Campaigns: The aim of GAVI's operational support for campaigns is to facilitate the timely and effective delivery of vaccines to the target population.

1.3. Both types of grants are one-time investments expected to cover a share of the pre-introduction activities and campaign operational costs, respectively, with the remainder being funded by the government and partners, if necessary. The government contribution aims to ensure country ownership of the new vaccine introduction and the campaign.

2. Scope

2.1. The introduction grant policy applies to first introductions of all vaccines supported by GAVI, including vaccines introduced on a routine basis following campaigns.

2.2. Pre-introduction activities that may be funded through the GAVI vaccine introduction grant may include but are not limited to health worker training, information, education and communication (IEC) and social mobilisation, microplanning, expansion or rehabilitation of some cold chain equipment and additional vehicles if needed, printing and purchase of materials (such as immunisation cards), technical assistance, and modifications to the surveillance systems. The government is encouraged to work with civil society organisations and other in-country partners to determine how these activities are best carried out.

2.3. In addition, for GAVI operational support for campaigns, the following types of expenses may also be included: volunteer incentives for vaccine delivery or monitoring, health workers and supervisor per diems, cold boxes and ice packs, transport, monitoring and evaluation and civil society organisation and/or volunteer incentives for social mobilisation.

2.4. The introduction costs covered by the GAVI grant are start-up investment costs, distinct from incremental recurrent costs resulting from the
5. Phased vaccine introductions of campaigns

Estimated average campaign operational costs (for the year of the campaign) provides $8.0 per individual in the country's larger population (based on 80% of estimated average per capita delivery cost per individual basis: GAVI provides $2.40 per child in the first dose in a routine basis: GAVI provides $3.80 per child in the third dose.

Vaccine introduction grant for GAVI supported HFP vaccines

4.3. Operational support for all GAVI supported campaigns: GAVI

4.2. Introduction of a lump sum amount of $10.000 whichever is higher:

4.1. Vaccine introduction grant for all GAVI supported vaccines delivered

4. Fundraising Levels

- The grants cannot be used to fund co-financing obligations of vaccines.
- The grants are separate from other forms of cash support.
- The processes and requirements related to these grants should be simple to understand and implement by countries.
- The grants should be made in a lump sum ahead of first introductions and

- The grants are intended to help cover initial start-up investment costs of
- Introducing a new vaccine and for conditioning the campaigns but not as the sole
- The grants are intended to cover the types of expenses
- Vaccine introduction grants and support for operational costs of campaigns can be used in a flexible manner by countries to cover the types of expenses

3. Operational guidelines

- Application of the policy should be guided by GAVI’s operational
- Additional costs of a new vaccine to the immunization schedule that would occur year after

The following guidelines as well as by

- Application for support national priorities, integrated delivery, budget processes and
- Decision-making should be guided by GAVI’s operational

- Year, this grant is not intended to cover such routine delivery costs.
6. Product switches

6.1. Countries can apply for an additional grant to facilitate transition to a new product for an existing antigen if it can show that at least two of the following criteria are met:

- The switch to a different product is requested by GAVI or its procurement partners
- The new product requires larger cold chain capacity and requires an expansion at country level.
- The new product represents a change in terms of administration and handling for health workers or other staff involved in the vaccine management and requires additional training because the product features are new to the country.

6.2. The size of the grant for product switches will correspond to one third of a full vaccine introduction grant (rounded to $0.25 per child for infant vaccines and $0.8 per girl for HPV vaccines).

7. Application, reporting and oversight

7.1. Countries apply for new vaccine introduction grants and operational support for campaigns as part of their normal application for vaccine support to GAVI.

7.2. Countries are requested to report on the use of the grants in their annual progress reports to GAVI.

7.3. The cash grants will be subject to fiduciary oversight measures: Introduction grants and operational support for vaccine campaigns of $250,000 or more require mandatory audits when these funds are directly disbursed to countries. One quarter (25%) of the grants below $250,000 will be selected at random for audit, which means that, countries are expected to maintain adequate books and records for these amounts.

8. Effective date and review of policy

8.1. This policy comes into effect as of 01 September 2012 and will apply to all new vaccine introductions and campaigns taking place after this date.

8.2. The grant funding levels as well as the financial management requirements will be reviewed every two years by the GAVI Secretariat in consultation with partners to take into account new evidence of actual costs of introductions and campaigns and to include vaccines that may be added to GAVI’s portfolio in the future. The new levels and vaccines will be reflected in an updated policy.

8.3. A full review and update of the policy should take place in 2017.
Management Requirements.

2012 is amended and updated from time to time which shall form part of the Financial Management Requirements.

The Parties have entered into an agreeement with an effective date of 24 December.

ANNEX 6
Aide-memoire

Governing the management of GAVI HSS and ISS funds in the Republic of the Sudan

29 November 2012

1. This Aide-memoire for the Republic of the Sudan ("Sudan") has been jointly agreed between the GAVI Alliance Secretariat ("GAVI") in Geneva and the Government of the Republic of the Sudan ("GoS"), represented by the Federal Ministry of Health ("FMoH").

2. This Aide-memoire establishes the terms and procedures for financial management of the Immunisation Services Support ("ISS") and the Health System Strengthening ("HSS") approved by the GAVI Board as communicated to Sudan in decision letters dated 10 December 2001, 17 August 2007, and 14 February 2008 respectively, and any future cash grants GAVI may disburse subject to GAVI Alliance Board approval and funding.

3. The GoS understands that:
   a. all future disbursements from GAVI to Sudan are subject to this Aide-memoire; and
   b. failure to comply with the terms of this Aide-memoire may result in the suspension or termination of funding as set out in GAVI's Grant Terms and Conditions, included in Annex 1.
IV. Financial Management Arrangement for GAIV Cash Grants

- In applicable, records reporting on the use of previous years' funds and financial grants submitted to GAIV; and
- Submission of audited financial statements acceptable to GAIV; and
- Review and management committee.

b. Submission of an annual progress report (APP) approved by the grantee.

II. Financial Management Arrangement for GAIV HSS ISS and ISS in Sudan

- Submission of approved annual plan and budget (APP) as well as the
- Real expenditure beginning of each fiscal year and GAIV's new budget, subject to the approval of the HSS management committee.
- Submission of annual expenditure and audited financial statements of GAIV following the GAIV's annual financial statements for the year, subject to the
- Disbursement of GAIV HSS ISS grants that have been approved prior to

HSN
Planning, Budgeting and Coordination

7. The Expanded Programme for Immunisation ("EPI") Department will prepare an AWPB outlining all of the GAVI ISS funded activities in Sudan. The ISS AWPB is to be submitted to the ICC for review and approval before the start of each GoS financial year.

8. The HSS Grants Implementation Team will prepare an AWPB outlining all GAVI HSS funded activities in Sudan. This HSS AWPB is to be submitted to the NHSCC for review and approval before the start of each GoS financial year.

9. Copies of both approved AWPs including the related ICC and NHSCC meeting minutes are to be submitted to GAVI before implementation each year.

10. All GAVI cash programmes (such as ISS, HSS and any other GAVI cash grants to Sudan) are to be included in the FMoH’s overall budget approved by the Sudan Parliament.

Budget Execution

11. A bank account denominated in EUR has been opened at the Blue Nile Mashreq bank and is maintained by the FMoH International Health Directorate to receive GAVI payments; and to pay for programmes expenditure eligible for GAVI programmes’ financing. Joint signatories to this bank account are the Global Health Initiatives Coordinator (or their delegate) and the HSS Finance Officer (or their delegate). Interest income generated from the bank account will be deposited into the programme accounts and reflected in the programme financial statements showing the sources and the utilisation of these incomes.

12. Payments to beneficiaries, other implementing agencies, services providers and suppliers shall be made as specified in the respective contracts or according to the funds flow described in detail in the Financial Management Assessment report.

13. In order to maintain an appropriate internal controls environment, the FMoH shall ascertain that no payments are made without documented evidence that goods
Prior to the start of the relevant CQS financial year and implementation, a copy of
Treasury Appeal levels be submitted to the IC and HSSC for review at disposal.

Along with the APP, any appeal must be prepared on the basis of the APPs. The APP for each CQS

16. The functions of the HSSC Committee are:

- to ensure that all CQS projects are aligned with the Government's economic policies;
- to monitor the implementation of the CQS projects;
- to provide guidance and oversight to the CQS projects;
- to ensure that the CQS projects meet the required standards;
- to ensure that the CQS projects are implemented in an efficient and effective manner.

17. The procurement of all CQS projects must be managed by the Finance and Audit

and HSS Commission.

The procurement laws and regulations are applicable to both CQS and HSS projects.

18. Prior to the submission of any appeal, the following conditions must be met:

- the appeal must be submitted to the HSSC and the IC; and
- any appeal must be submitted to the HSSC and the IC.

19. Any appeal must be submitted to the Finance and Audit Office prior to implementation.

Coordinating and the Internal Auditor, and subsequently keep a copy of the
and receive formal presentation for approval and implementation of the CQS projects. The

To ensure the proper implementation of the HSS Finance Officer shall

Any appeal received and duly endorsed is copied of goods received are

31 December 2012

Review and approval of the HSSC and the IC: retrospective, before

HSS Commission and the Internal Auditor, and subsequently keep a copy of the
and receive formal presentation for approval and implementation of the HSS projects. The

To ensure the proper implementation of the HSS Finance Officer shall

Any appeal received and duly endorsed is copied of goods received are

31 December 2012

Review and approval of the HSSC and the IC: retrospective, before

HSS Commission and the Internal Auditor, and subsequently keep a copy of the
and receive formal presentation for approval and implementation of the HSS projects. The

To ensure the proper implementation of the HSS Finance Officer shall

Any appeal received and duly endorsed is copied of goods received are

31 December 2012

Review and approval of the HSSC and the IC: retrospective, before

HSS Commission and the Internal Auditor, and subsequently keep a copy of the
and receive formal presentation for approval and implementation of the HSS projects. The
the approved APP shall be provided to GAVI together with the AWPB prior to implementation of the procurement activities.

Accounting and Reporting
20. Accounting and reporting of the GAVI programmes is performed within the Primary Health Care (PHC) Finance Unit for the ISS programme and the International Health Finance Unit for the HSS programme.

21. The FMoH shall account for all GAVI funds using the cash basis of accounting. The GoG's financial rules and regulations shall be applied.

22. In addition to the existing HSS fixed asset register, the FMoH shall identify all fixed assets acquired using GAVI ISS funds to establish an ISS fixed asset register.

23. FMoH will keep the HSS and ISS fixed asset registers updated.

24. The HSS Grants Implementation Team with the responsible Finance Officer shall prepare and provide to GAVI, within 45 days after the end of each quarter, Interim unaudited Financial Reports ("IFRs") of the GAVI HSS programme covering the relevant quarter, in the form and substance satisfactory to GAVI. On a bi-annual basis, the IFR shall also be provided to the NHSCC.

25. The PHC Finance Unit shall prepare and provide the EPI Manager and ICC with a copy to GAVI, within 45 days after the end of each quarter, IFRs of the GAVI ISS programme covering the relevant quarter, in the form and substance satisfactory to GAVI.

26. Each IFR shall include the following statements:
   a. Statement of sources of funds, programmes revenues and utilisation of funds;
   b. Statement of expenditures classified by programme; components/activities showing comparisons with budgets for the reporting period and cumulative for the programme life; and
32. The external audit for GAVR Cash Grants should be performed by the National Audit
Office in which the first payment was made under GAVR cash programme.

33. The FPA should have the financial statements of GAVR programmes in English
External Audit

GAVR IS and HSS Funds

Financial management of GAVR cash grants to be applied consistently. For each
year in which the first payment was made under GAVR cash programme,

30. The external Auditor shall ask for those financial statements that
internal Audit

15. Key of the following year

GAVR Monitoring & Evaluation Report on its financial and project implementation

22. For performance monitoring purposes, GAVR should be expanded together with the
Nursing the IFAR
33. The external audit shall cover all aspects of programme activities implemented in Sudan and include verification of expenditures' eligibility, procurement, programme performance and physical inspection of goods, works and services acquired.

34. The audited financial statements for GAVI supported programmes, including HSS and ISS in English for each period, shall be provided to the ICC and NHSCC, respectively, and GAVI not later than six months after the end of such period.

35. FMoH is responsible for ensuring that recommendations contained in external audit reports are addressed and implemented in a timely manner.

Bank accounts for the management of GAVI HSS and ISS funds

36. Disbursements of GAVI cash grants will be performed to the following bank accounts, all subject to joint signature arrangements by at least 2 bank signatories:

Special Account in name of FMoH (to receive HSS and ISS disbursements from GAVI):

| Bank name: | Blue Nile Mashreq Bank |
| Brand: | Khartoum, Sudan |
| Telephone: | 00249 183 722750 |
| Fax: | 00249 183 722749 |
| Account name: | GAVI cash grants |
| Account number: | 65584027 |
| SWIFT: | BLKNSDXH |
33. GAVI HSS funds will be disbursed at pilot level only.

Account of the respective State Ministry of Health:

<table>
<thead>
<tr>
<th>Account number</th>
<th>Account name</th>
<th>Expiry date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0044 26 771243</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

37. Disbursements of GAVI HSS funds to sub-national levels will be made to the bank:

<table>
<thead>
<tr>
<th>Bank name</th>
<th>Branch name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Local currency HSS account (to receive HSS funds from GAVI Special Account):

<table>
<thead>
<tr>
<th>Account number</th>
<th>Account name</th>
<th>Expiry date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0044 133 776030</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Local currency HSS account (to receive HSS funds from GAVI Special Account):

<table>
<thead>
<tr>
<th>Account number</th>
<th>Account name</th>
<th>Expiry date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0044 133 776030</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>