

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

Contributing to the availability and access to vaccines against COVID-19 in African, Caribbean and Pacific (ACP) countries through the COVAX Facility

FED 2020/421-803

(the 'contract')

The European Union, represented by the **European Commission**, (the 'contracting authority')

of the one part,

and

The Gavi Alliance

an independent non-profit foundation within the meaning of Articles 80 et seq of the Swiss civil Code with its office at Global Health Campus, Chemin du Pommier 40, 1218 Grand-Saconnex, Geneva, Switzerland, (the 'Recipient')

of the other part,

(the 'parties')

have agreed as follows:

Special conditions

Article 1 — Purpose

- 1.1 The purpose of this Agreement is to finance a portion of the upfront payment to participate in the COVAX Facility as described in annex 1 (the 'action').
- 1.2 The recipient shall be awarded these funds ('the grant') subject to the terms and conditions set out in this contract, which consists of these special conditions (the 'special conditions') and the annexes, which the recipient hereby declares it has noted and accepted.
- 1.3 The recipient accepts these funds ('the grant') and undertakes to be responsible for carrying out the action.

Article 2 — Implementation period of the action

- 2.1 This contract shall enter into force on the date when the second of the two parties signs.
- 2.2 Implementation of the action shall begin on the day following that on which the second of the two parties signs.
- 2.3 The implementation period of the action, as laid down in Annex I, is **36 months**.
- 2.4 The execution period of this contract shall end when the payment of the balance is made by the contracting authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the action¹

- 3.1 The total eligible costs are estimated at EUR 100.335.000 as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 100.335.000.
The grant is further limited to 100% of the total eligible cost of the action specified in paragraph 1.
The final amount of the contracting authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.

Article 4 — Reporting and payment arrangements

- 4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 2 as set out in Article 15.1.
Initial pre-financing payment: EUR 100.335.000.
Balance of the final amount of these funds ('the grant'): (subject to the provisions of Annex II) : EUR 0.
The coordinator shall submit the final report to the contracting authority no later than three months after the implementation period as defined in Article 2 of the special conditions.
- 4.2 An electronic system will be used by the contracting authority and the recipient for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The recipient will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, the recipient will be expected to use the forms in the electronic system for encoding and submitting the reports.

¹ In case of action grants, note that the amount awarded and percentages stated in this article shall also be updated in Annex III Budget of the action, in the worksheet 'Expected sources of funding and summary of estimated costs'.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 2 above, or at a later date. In the latter case, the contracting authority will inform the recipient(s) in writing that he/they will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 5 — Contact addresses

- 5.1 Any communication relating to this contract shall be in writing, state the number and title of the action and be sent to the following addresses:

For the contracting authority

Payment requests and attached reports, including requests for changes to bank account arrangements shall be sent to:

European Commission

Directorate-General for International cooperation and Development — EuropeAid

For the attention of Head of Finance and Contracts Unit, DEVCO B6,

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B-1049 Brussels

Belgium

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission

Directorate-General for International cooperation and Development — EuropeAid

For the attention of Head of Culture, Education and Health Unit, DEVCO B4

L 41 -- 02/040

B-1049 Brussels

Belgium

For the coordinator

The Gavi Alliance

Chemin du Pommier 40,

1218 Le Grand-Saconnex,

Switzerland

Email: Covax@gavi.org

Attention: [REDACTED] on behalf of the Office of the COVAX Facility

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by any external body authorised by the European Commission, name, address, telephone and fax numbers.

[REDACTED]

Tel : [REDACTED]

Fax : [REDACTED]

Article 6 — Annexes

6.1 The following documents are annexed to these special conditions and form an integral part of the contract:

- Annex I: Description of the action (including the logical framework of the project and the Commitment Agreement)
- Annex II: General conditions applicable to European Union-financed grant contracts for external actions
- Annex III: Budget for the action (worksheets 1, 2 and 3)
- Annex IV: Procurement rules for beneficiary(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings

6.2 In the event of a conflict between the provisions of the present special conditions and any annex thereto, the special conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

6.3. In the annexes, the term “beneficiary(ics)” is similar to “recipient(s)”.

Article 7 — Other specific conditions applying to the action

7.2 The following derogations from Annex II shall apply:

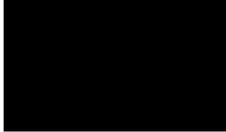
7.2.1 For the purpose of the implementation of this contract, the rules of origin set up in article 10.1 of the GC (Annex II) do not apply.

Done in English in two originals: one original being for the European Commission and one original being for the recipient.

For the recipient

Name

Title:



Gavi, the Vaccine Alliance

Signature



Date:

21/12/2020

For the contracting authority

Name

Title:



DG International Cooperation and
Development (DG DEVCO)

Signature



Date:

15/12/2020