



**GRANT CONTRACT**  
**- EXTERNAL ACTIONS OF THE EUROPEAN UNION -**

**NDICI CHALLENGE/2021/427-631** (the 'contract')

The European Union, represented by the European Commission, (the 'contracting authority')  
of the one part,

and

**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 contract is the award of a grant by the contracting authority to finance the implementation of the action entitled: Contribution to the availability and equitable access to COVID-19 vaccines in low and lower-middle income countries through the COVAX Facility, described in Annex I.
- 1.2 The beneficiary shall be awarded the grant on the terms and conditions set out in this contract, which consists of these special conditions (the 'special conditions') and the annexes, which the beneficiary hereby declares it has noted and accepted.
- 1.3 The beneficiary accepts 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 action

- 3.1 The total eligible costs are estimated at EUR 300.000.000, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 300.000.000.  
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.
- 3.3 Pursuant to Article 14.8 of Annex II, maximum 0,17% of the final amount of direct eligible costs of the action established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

### 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 300.000.000.  
Balance of the final amount of 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 beneficiary(ies) for all stages of implementation including, inter alia, management of the contract (amendments and notifications), reporting (including reporting on results) and payments. The beneficiary(ies) 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 beneficiary(ies) will be expected to use the forms in the electronic system for encoding and submitting the reports.

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 beneficiary(ies) 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 : [REDACTED] International Partnerships

For the attention of [REDACTED] INTPA R6,

L 41 – 03/110

B-1049 Brussels

Belgium

e-mail: [INTPA-R6-CONTRACTS-INVOICES@ec.europa.eu](mailto:INTPA-R6-CONTRACTS-INVOICES@ec.europa.eu)

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

European Commission : Directorate-General for International Partnerships

For the attention of [REDACTED] Health and Demography  
Unit, INTPA G4,

L 41 – 02/040

B-1049 Brussels

Belgium

e-mail: [INTPA-G4@ec.europa.eu](mailto:INTPA-G4@ec.europa.eu)

For the coordinator

The Gavi Alliance

Chemin du Pommier 40,

1218 Le Grand-Saconnex,

Switzerland

Email: [Covax@gavi.org](mailto:Covax@gavi.org)

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

5.2 The expenditure verification referred to in Article 15.7 of Annex II will be carried out by the contracting authority or any external body authorised by the European Commission

[REDACTED]

Tel : [REDACTED]

Fax : [REDACTED]

[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 concept note)
- 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.

**Article 7 – Other specific conditions**

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.

7.3 The entity acting as a data controller as provided for in Article 1.3 and 1.4 of the general conditions is:

[Redacted] Head of legal affairs unit of DG for International Partnerships, INTPA R4

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

**For the recipient**

Name

[Redacted]

Title:

[Redacted]  
Resource Mobilisation,  
Private Sector Partnerships  
& Innovative Finance  
Gavi, the Vaccine Alliance

Signature

[Redacted]

Date: 3 November 2021

**For the contracting authority**

Name

[Redacted]

Title:

[Redacted]  
DG INTPA/G4

Signature

[Redacted]

Date: 3 November 2021