

GRANT CONTRACT

- EXTERNAL ACTIONS OF THE EUROPEAN UNION -

NDICI CHALLENGE/2022/2022/438-020 (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, ('Gavi', the 'beneficiary' or 'coordinator')

of the other part,

(the 'parties')

have agreed as follows:

DG INTPA			
Directorate - General for International Partnerships			
ARES			
Affecté le 13/12/22			
DG 01 02	DGA1	DGA2	DGA3
A B C	D E F	G R	6



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: Support to the rollout of COVID-19 vaccines in selected most under vaccinated countries, 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 The parties agree that implementation of the action shall begin retroactively on 1 May 2022.
- 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 375.000.000, as set out in Annex III.
- 3.2 The contracting authority undertakes to finance a maximum amount of EUR 375.000.000.
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.

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 375.000.000.
Balance of the final amount of the grant:
(subject to the provisions of Annex II): EUR 0.
- 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),

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'.

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/she/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 Partnerships

For the attention of Head of Finance and Contracts Unit, INTPA R6,

L 41 – 03/110

B-1049 Brussels

Belgium

e-mail: 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 Head of Social Inclusion and Protection, Health and Demography Unit, INTPA G4,

L 41 – 02/040

B-1049 Brussels

Belgium

e-mail: INTPA-G4@ec.europa.eu

For the coordinator

The Gavi Alliance

Chemin du Pommier 40,

1218 Le Grand-Saconnex,

Switzerland

Email: [REDACTED]

Attention: [REDACTED] Resource Mobilisation, Private Sector Partnerships & Innovative Finance, on behalf of Gavi

- 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



Tel:

Fax:



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 (a) and financial identification form (b)
- Annex VI: Model narrative (a) and financial report (b)
- 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 A maximum of EUR 75 million of the grant can be use between 1 May 2022 and 1 June 2022.

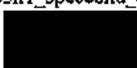
7.2.2 For the purpose of the implementation of this contract, the nationality and rules of origin referred to in Article 10.1 of the GC (Annex II) shall not apply.

7.2.3 For the purposes of Article 14.11(h) salary costs of the personnel of national administrations linked to this action shall be considered eligible.

7.2.4 By derogation to Article 15.1 Option (ii) of Annex II, there will be no interim reporting requested, but quarterly summaries on the progress of the grant will be provided.

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

 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 beneficiary.

For the beneficiary

Name

[Redacted]

Title:

[Redacted]

Gavi, Vaccine Alliance

Signature

[Redacted]

Date: 8/12/2022

For the contracting authority

Name

[Redacted]

Title:

[Redacted]
DG INTPA/G4

Signature

[Redacted]

Date: 8/12/2022